

Contract Summary Form: **Contract Number :** BC-08-093 -

D1. Fiscal Year: FY 07/08
 D2. Budget Unit Number: 053
 D3. Requisition Number.....: N/A
 D4. Department Name.....: Planning & Development
 D5. Contact Person.....: John Day
 D6. Phone.....: (805) 568-2045

K1. Contract Type (*check one*): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : EIR for the Lompoc Wind Energy Project
 K3. Original Contract Amount: PO \$100,000.00 (Amount authorized \$36,347.95)
 K4. Contract Begin Date: 7/30/07 continue performance from P.O. #CN06785
 K5. Original Contract End Date.....: 6/30/08
 K6. Amendment History (*leave blank if no prior amendments*):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
01	Immediately	\$166,860.79	\$100,000.00	\$266,860.79	8/30/08	Continue consulting srvcs

K7. Department Project: Yes
 B1. Is this a Board Contract? (Yes/No).....: Yes
 B2. Number of Workers Displaced (if any).....: None
 B3. Number of Competitive Bids (if any).....: N/A
 B4. Lowest Bid Amount (*if bid*).....: N/A
 B5. If Board waived bids, show Agenda Date.....: N/A
 B6. ... and Agenda Item Number.....: N/A
 B7. Boilerplate Contract Text Unaffected? (*Yes or cite ¶¶*)
No. Added two paragraphs to #9 Conflict of Interest, Added section #30, Subcontractors, #31 Handling of Proprietary Information, #32 Immaterial Changes, #33 News Releases/Interviews.

F1. Encumbrance Transaction Code.....: 1701
 F2. Current Year Encumbrance Amount.....: \$0.00
 F3. Fund Number: 0001
 F4. Department Number.....: 053
 F5. Division Number (*if applicable*).....: 5000
 F6. Account Number: 7671
 F7. Cost Center number (*if applicable*): N/A
 F8. Payment Terms: Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*): AC
 V2. Payee/Contractor Name: Aspen Environmental Group
 V3. Mailing Address.....: 30423 Canwood St., Suite 215
 V4. City State (*two-letter*) Zip.....: Agoura Hills, CA 91301
 V5. Telephone Number.....: (818) 597-3407
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) : 95-4337914
 V7. Contact Person: Mr. Hamid Rastegar
 V8. Workers Comp Insurance Expiration Date: On file
 V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*): On file
 V10. Professional License Number.....: #N/A
 V11. Verified by (*name of County staff*): Kevin Drude
 V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : 2/6/08 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Aspen Environmental Group having its principal place of business at 30423 Canwood Street, Suite 215, Agoura Hills, California 91301 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** John Day at phone number (805) 568-2045 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Hamid Rastegar at phone number (818) 597-3407 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Mr. John Day
Planning & Development
Energy Division
123 East Anapamu Street
Santa Barbara, CA 93101

To CONTRACTOR: Mr. Hamid Rastegar
Aspen Environmental Group
30423 Canwood St., Suite 215
Agoura Hills, CA 91301

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall continue performance from existing Purchase Order number CN06785 and end performance upon completion, but no later than August 30, 2008, unless otherwise directed by the Director of Planning and Development or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

The term "organizational conflict of interest" means that a relationship exists whereby CONTRACTOR has interests which may diminish the capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product or may result in an unfair competitive advantage.

CONTRACTOR agrees that if an organizational conflict of interest is discovered with respect to this CONTRACT, CONTRACTOR shall make an immediate and full disclosure in writing to COUNTY which shall include a description of the action which the CONTRACTOR has taken or proposes to take to avoid, eliminate or neutralize the conflict. COUNTY may, however, terminate the CONTRACT if it could be in the best interests of the COUNTY.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting

practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **SUBCONTRACTORS.** CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

31. **HANDLING OF PROPRIETARY INFORMATION.** CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labelled as proprietary confidential information. That material is to be subject to the following special provisions:

A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.

B. Upon conclusion of CONTRACTOR's work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

32. **IMMATERIAL CHANGES.** CONTRACTOR and COUNTY agree that immaterial changes to the work program (time frame and mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

33. **NEWS RELEASES/INTERVIEWS.** CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY's responsible personnel.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Aspen Environmental Group**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Salud Carbajal, Chair
Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
Aspen Environmental Group

By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: *William M. Waller*
Deputy County Counsel

By: *Robert W Geis*
Deputy

APPROVED AS TO INSURANCE:
RAY AROMATORIO
RISK PROGRAM MANAGER

By: *Ray Aromatorio*
Risk Management

EXHIBIT A
STATEMENT OF WORK

Xx

//

//

//

//

//



30423 Canwood St., Suite 215, Agoura Hills, CA 91301
Tel. 818-597-3407, Fax 818-597-8001, www.aspeneg.com

**PROJECT MEMORANDUM
LOMPOC WIND ENERGY PROJECT**

To: John Day, Santa Barbara County Energy Division
From: Vida Strong, Aspen Project Manager
Date: January 31, 2008
Subject: PO CN06785: Phase 2&3 Scope of Work

Aspen Environmental Group is pleased to present this proposed Scope of Work to assist Santa Barbara County in completing the Lompoc Wind Energy Project Final EIR in accordance with the California Environmental Quality Act (CEQA). As we've discussed, there will be three phases to this work:

- Phase 1, which was provided in a previous Scope of Work, dated October 1, 2007, included the review of the Biological Resources and Aesthetics/Visual sections of the Draft EIR, other applicable documentation, and comments submitted for purposes of identifying any potential deficiencies or errors in the data presented in the Draft EIR;
- Phase 2, which is included in this proposed Scope of Work, includes the implementation of necessary tasks, as identified during Phase 1 and based on subsequent coordination with the Applicant to date, to complete a legally defensible Final EIR; and
- Phase 3, which is included in this proposed Scope of Work, includes document production and distribution, and hearing attendance by Aspen team members.

SCOPE OF WORK

This Scope of Work covers Phases 2 and 3 only. As approved under the Phase 1 Scope of Work, the emphasis was to identify any errors or omissions that would jeopardize the completion of a sound, defensible EIR, including baseline, impact analysis, and mitigation plans. As a result, our Phase 1 review was framed by the issues raised by the comments on the Biological Resources and Aesthetics/Visual sections of the Draft EIR. In addition, all comment letters were reviewed and any errors or deficiencies that we considered would make the EIR vulnerable were identified, even if not raised in the comments. Meetings were held with County staff on October 17 and 18 to discuss the deficiencies that the Aspen team identified in the visual and biological resource sections, respectively. In addition, a meeting was held with County staff on October 19th to discuss comments submitted related to the project description, impact assessment across issue areas other than biological and visual resources, and alternative analysis. Subsequent to these meetings, numerous meetings and conference calls were held with County staff and the Applicant, to identify how the Applicant's consultant, Sapphos Environmental, could contribute to the development of the biological resource baseline data and adaptive mitigation. The following Scope of Work for Phases 2 and 3 is based on County direction received during the noted meetings and subsequent correspondence, and a memorandum dated October 4, 2007, from John Day, Santa Barbara County, to Vida Strong, Aspen.

PHASE 2 TASKS

- The Biological Resources section will be revised to reflect the County direction provided during the meetings and conference calls held after the completion of Phase 1 as specified in the attached proposal from Aspen biological subcontractor, SAIC. In addition, Responses to Comments and



resultant text changes to the Biological Resources section will be prepared for all comments related to biological resources.

- The Visual Resources section will be revised to reflect the County direction provided during the conference calls held after the completion of Phase 1 as specified in the attached proposal from Aspen visual resources subcontractor, Lee Roger Anderson. In addition, Responses to Comments and resultant text changes to the Aesthetic/Visual section will be prepared for all comments related to visual resources.
- Responses to Comments and resultant project description and issue area section edits will be made by the Aspen team as directed by the County at the October 19th meeting. As part of this effort, comments within each individual comment letter will be numbered and sets of numbered comment letters provided to County staff.
- Analysis of the Power Line Option submitted by the Applicant on December 28, 2007, will be incorporated into the Final EIR. Specific sections to be updated include: Sections 2.0, 3.2, 3.3, 3.4, 3.5, 3.6, 3.9, 3.10, 3.13, and 3.14. Section 3.2 will be updated by Lee Anderson and Sections 3.5 and 3.6 will be updated by SAIC; all other sections will be updated by Aspen. No updates related to the Power Line Option are proposed for the following sections: Sections 1.0, 3.1, 3.7, 3.8, 3.11, 3.12, 3.15, 3.16, 4.0, 5.0 and 6.0. The following figures will be updated to reflect the Power Line Option alignment: Figures 2-2, 2-3, 3.9-1, 3.9-2, 3.10-1, 3.10-2, 3.14-1, and 5.2-1.
- The DEIR corrections specified in the memorandum dated October 4, 2007, from John Day, Santa Barbara County, to Vida Strong, Aspen, will be incorporated into the Final EIR.
- The power line description in Section 2.0 of the EIR will be reframed to reflect power line mitigation as avoidance and protection measures.
- Two new figures, an 11" x 17" topographical map of the project site and wind map of Santa Barbara County, will be prepared as requested by Comments CPUC-2 and CEC-5, respectively.
- The applicant-proposed mitigation measures will be presented in their original state in the Project Description and any modified applicant-proposed mitigation measures will be converted to County mitigation measures throughout the issue area sections. References to the applicant-proposed mitigation measures will also be added to the County mitigation measures.
- The Noise section conversion calculations will be verified and the section will be revised to be more "reader friendly." No new noise modeling will be conducted.
- A survey of recreational weekend activity along upper San Miguelito Canyon Road, south of the park, will be conducted. In addition, local bike shops and clubs, running clubs, etc. will be contacted regarding recreational use along San Miguelito Canyon Road.

Assumptions

- The FEIR will be completed in accordance with the schedule specified below.
- A Notice to Proceed shall be issued to the Aspen Team by February 11, 2008.
- The provision of biological resource data by the Applicant's consultants to SAIC will occur in accordance with the schedule identified in the SAIC proposal (see attached).

- The requested data presented in the Phase 2 Scope of Work for visual resources (see attached Lee Roger Anderson proposal) will be provided no later than March 3, 2008.
- No recirculation of the DEIR or parts thereof assumed.
- Acciona to provide clarification from PG&E as to why the new Power Line Option is considered buildable, while Alternative Power Line Route A was rejected..
- Santa Barbara County will coordinate project site access.
- Santa Barbara County to provide guidance on revising the EIR to address Comments PG-1 and PG-7 regarding CPUC jurisdiction, particularly reframing power line mitigation as avoidance and protection measures in the project description.
- Santa Barbara County to provide cross reference table for applicant-proposed and EIR mitigation measures (Comment CEC-5).
- Santa Barbara County to coordinate with County Fire on roadway slope restrictions (Comments ACC-43 and ACC-45).
- Santa Barbara County to provide paragraph summary of history of Agricultural zoning inclusion of wind farms (Comment EB-1).
- Santa Barbara County will provide input regarding requested compliance with 2007 CDFG/Energy Commission California Guidelines for Reducing Impacts to Birds and Bats from Wind Energy Development at the Biology baseline meeting with Aspen/SAIC the week of March 17-21.

PHASE 3 TASKS

- 100 bound copies of the Final EIR will reproduced of which 25 copies will be distributed to agencies and interested parties, 15 copies will be sent to the State Clearinghouse, and the remaining copies will be delivered to Santa Barbara County. A 3-inch binder is assumed for the Final EIR and the comment letters and their responses are anticipated to be approximately 200 pages in length total. The Final EIR, Appendix B, will include the Olson/Rinlaub report all in B&W; no colored copies of Appendix B assumed. In addition, the Sapphos Work Plan for Avian Surveys and survey data sheets will be included as appendices. A detailed breakdown of reproduction costs is provided within the budget spreadsheet file.
- 100 CDs will be prepared.
- No stand alone Executive Summaries will be reproduced.
- Attendance by Vida Strong, Aspen Project Manager, at one Planning Commission hearing in Lompoc. Optional attendance by Ms. Strong at additional hearings will be at a daily rate of \$1,076/day.
- Attendance by Ted Mullen, SAIC Biologist, at one Planning Commission hearing in Lompoc. Optional attendance by Mr. Mullen at additional hearings will be at a daily rate of \$1,240/day.

BUDGET

The budget for completion of Phases 2 and 3 is \$266,860.79. The attached spreadsheet provides a breakdown of costs by Aspen team member, including Other Direct Costs and a 15% Contingency. Compensation will be based on time and materials, in accordance with Notices to Proceed issued by Santa Barbara County, with a not to exceed maximum of \$266,860.79.

SCHEDULE

The Aspen team will be available to begin preparation of the Final EIR, including Response to Comments as soon as a written authorization is issued by the County. The schedule for completion of the Final EIR is presented in the following table:

Lompoc Wind Energy Project FEIR Schedule

Date	Task/Deliverable	Comment
February 11, 2008	County issues written NTP to Aspen.	Based on Acciona authorization to the County to proceed.
February 4 – 28, 2008	Sapphos submits biological resource baseline data as specified in the Sapphos January 14, 2008 Memo Deliverable Schedule.	Winter Avian Survey data to be submitted on a weekly basis, per January 29 submittal to County.
March 3, 2008	Acciona provides all requested visual resource analysis data.	See attached Scope of Work for Lee Anderson.
March 28, 2008	Aspen/SAIC submits Biological Resources section baseline.	Bat survey results might not be available at this time.
	Aspen/Anderson submits four new simulations and recommended impact classifications.	Meet with County to discuss classification of impacts resulting from the new visual simulations.
Week of Mar 31 – Apr 4, 2008	Aspen/SAIC meet with County to discuss draft Biology baseline.	Decision point if further studies required or recommended. County will provide input regarding requested compliance with 2007 CDFG/Energy Commission California Guidelines for Reducing Impacts to Birds and Bats from Wind Energy Development.
April 11, 2008	County provides Aspen/SAIC with comments on draft Biological baseline.	Assumes no additional baseline studies.
	Aspen submits 3 copies of the Admin FEIR except for Biological Resource section.	Includes Response to Comments except for Biological Resources.
	Aspen/SAIC submit 3 copies of the draft Biological impacts and mitigation measures.	
April 25, 2008	County provides comments on the Admin FEIR except for Biological Resource section.	
	County provides comments on Biological impacts and mitigation measures	Meet with County to discuss proposed classification of migratory bird and bat impacts.
	Aspen/SAIC submit 3 copies of the draft Biological Response to Comments.	
May 2, 2008	County provides comments on Biological Response to Comments.	
May 9, 2008	Aspen submit 3 review copies of the revised FEIR, including Biological Resources.	
May 15, 2008	Sapphos submits April spring survey data.	Meet with County to discuss consistency of April spring survey data with baseline.

Date	Task/Deliverable	Comment
May 16, 2008	County provides comments on revised FEIR.	
May 23, 2008	Aspen submits document to printer for reproduction and distribution.	Assumes that spring survey data validates impact analysis for migratory birds and bats. Assumes that no recirculation is required.

If you have any questions on this proposed Scope of Work for Phases 2 and 3, please do not hesitate to call me.

Thank you.

Lompoc Wind Energy Project FEIR
Phase 2 & 3 Budget, January 30, 2008

Personnel	Role/Position	Hourly Rate	Phase 2 FEIR	Phase 3 Prod/Hearings	Total Hours	Cost	
ASPEN ENVIRONMENTAL GROUP - LABOR							
Management & Support							
Vida Strong	Project Manager	\$127.00	320	32	352	\$44,704.00	
Jody Fessler	Associate	\$78.00	40		40	\$3,120.00	
GIS	Topographic data	\$110.00	40		40	\$4,400.00	
Document Production		\$75.00		60	60	\$4,500.00	
Graphics/CD Production		\$68.00		80	80	\$5,440.00	
Accounting		\$65.00		12	12	\$780.00	
Subtotal					584	\$62,944.00	
Noise & Air Quality							
Brewster Birdsall	Senior Associate	\$125.00	20		20	\$2,500.00	
Hydrology							
Phil Lowe	Senior Engineer	\$127.00	16		16	\$2,032.00	
Recreation							
Jenny Slaughter	Associate	\$78.00	20		20	\$1,560.00	
					Subtotal Aspen Labor	640	\$69,036.00

Personnel	Role/Position	Hourly Rate	Phase 2 FEIR	Phase 3 Prod/Hearings	Total Hours	Cost
SUBCONSULTANT COSTS:						
SAIC, Biological Resources						\$ 85,004.00
SAIC, Cultural Resources						\$4,910.00
Lee Roger Anderson, Aesthetics/Visual						\$ 29,250.00

ASPEN - OTHER DIRECT COSTS (ODCs) & SUBCONSULTANT COSTS		
	SAIC, Biological Resources	\$85,004.00
	SAIC, Cultural Resources	\$4,910.00
	Lee Roger Anderson	\$29,250.00
	Travel Expenses (Mileage & Parking)	\$300.00
	Internal Copies (Reproduction Document)	\$50.00
	Postage	\$150.00
	Telephone	\$100.00
	Outside Services (EIR reproduction & distribution)	\$27,933.15
	Outside Services (CD reproduction)	\$0.00
	Miscellaneous+ Supplies	\$500.00
	Subtotal Aspen ODCs & Subconsultant Costs	\$148,197.15
	Fee on ODCs (10%)	\$14,819.72
	Total Aspen ODCs & Subconsultant Costs	\$163,016.87
	Total Aspen Labor Costs	\$69,036.00
	TOTAL ASPEN LABOR & ODCs	\$232,052.87
	15% Contingency	\$34,807.93
	TOTAL CONTRACT AMOUNT	\$266,860.79

Printing Cost Details, under Non-Labor Costs (Outside Copies/Printing)

CALCULATION FOR ONE DOCUMENT

Admin FEIR

Final FEIR

<u>Description</u>	<u>Unit Cost</u>	<u>Admin FEIR</u>		<u>Final FEIR</u>	
		<u>Qty</u>	<u>Cost</u>	<u>Qty</u>	<u>Cost</u>
8 ½ x 11 Sheet (Single Sided)	\$ 0.11	34	\$ 3.74	34	\$ 3.74
8 ½ x 11 Sheet (Double Sided)	\$ 0.15	900	\$ 135.00	900	\$ 135.00
11 x 17 Sheet (color)	\$ 2.20	32	\$ 70.40	32	\$ 70.40
8 1/2 x 11 Sheet (color)	\$ 1.55	15	\$ 23.25	15	\$ 23.25
Book Fold (11 x 17)	\$ 0.02	32	\$ 0.64	32	\$ 0.64
Tab Dividers (Cardstock) - Printe	\$ 0.25	30	\$ 7.50	30	\$ 7.50
Comb-Binding (1-2")	\$ 3.50	0	\$ -	0	\$ -
Comb-Binding (3-5")	\$ 4.50	0	\$ -	0	\$ -
3-Ring Binders (1")	\$ 3.25		\$ -		\$ -
3-Ring Binders (1.5")	\$ 4.00		\$ -		\$ -
3-Ring Binders (3")	\$ 7.00	1	\$ 7.00	1	\$ 7.00
Covers (Clear Plastic+Cardstock	\$ 1.00	1	\$ 1.00	1	\$ 1.00
Assembly	\$ 2.50	1	\$ 2.50	1	\$ 2.50
Total Cost for One Document >>>>			\$ 251.03		\$ 251.03
<u>CALCULATION FOR MULTIPLE DOCUMENTS</u>					
Total Cost for One Document:			\$ 251.03		\$ 251.03
Number of Documents Required:		5.00		100.00	
Total Cost for Multiple Document >>>			\$ 1,255.15		\$ 25,103.00

Includes 24 Olsen figures.
Includes 162 pgs for Olsen append
Includes Work Plan for Avian Studi
Includes avian survey data sheets

Distribution/Fedx	\$ 25.00	3	\$ 75.00	\$	1,500.00
Total Printing + Distr			\$ 27,933.15		

25 to agencies/IP via Fedx
15 to State Clearinghouse via Fedx
Remainder to SBCo via courier

jix
ies

x



30 January 2008

Vida Strong
Aspen Environmental Group
Senior Associate/Project Manager
VStrong@aspeneg.com

Subject: *Lompoc Wind Energy Project EIR; Phase 2*
SAIC Proposal No. 01-0236-71-2008-609

Dear Ms. Strong:

SAIC is pleased to present this proposal to assist Aspen Environmental Group in revising the existing biological resource section of the Lompoc Wind Energy Project DEIR. SAIC has completed Phase 1 of this effort which included the review of the Biological Resource Section of the DEIR, the preparation of a memo detailing recommended modifications to the DEIR, and the participation in several discussions with the applicant, their consultants, and Santa Barbara County staff concerning the proposed applicant's work plan to collect additional data for the EIR baseline. The second phase of the work, which is provided for in this proposal, includes the review and incorporation of data collected by the applicant and the implementation of the modifications recommended in Phase 1 to update and improve information within the biological and archaeology sections of the EIR to produce a defensible document. The following describes the scope of work SAIC will perform, technical assumptions related to the work, and a cost estimate.

SCOPE OF WORK

The scope of work covers the following six tasks.

Task 1 Biological Resources Baseline Development

Task 1a Data Review

SAIC will review data, reports, analysis, and survey results provided by Acciona's consultants, Sapphos Environmental, per memorandum dated January 14, 2008, Sapphos Environmental Inc., Deliverables for the Lompoc Wind Energy Project Baseline Revision (Sapphos January 14, 2008 Memo Deliverable Schedule). SAIC assumes the following information/data will be provided by Sapphos to be reviewed and incorporated into the AFEIR:

- Project Site Plant Communities: the provided information will include field verified plant community mapping of the entire project site using the same habitat designations as the existing ADEIR, and will include acreages of each plant community on the project site including native grasslands, oak woodland, and areas occupied by Gaviota tarplant (overlaps with plant communities).
- Sensitive Plant Species: The locations of any sensitive plant species in addition to Gaviota tarplant will be included on the plant community map.
- The El Segundo Blue Butterfly: this data will include background information on this species' known distribution, habitat data and location information from VAFB on recent observations, and mapping (GIS) of this species' preferred habitat on the project site (coast buckwheat, *Eriogonum parvifolium*), and a assessment of the suitability of the project site to support this species.
- Sensitive Wildlife Species: this data will include the CNDDDB information, GIS mapping, and species status for the San Diego woodrat, American badger, California horned lizard and the silvery legless lizard; and the CNDDDB information, known distributions, GIS mapping, regional information of known sightings, and a discussion on the suitability of habitat in San Miguelito and Honda Creeks and the project vicinity for California red-legged frogs, steelhead trout, and unarmored three-spine stickleback.
- Riparian and Wetland Habitats: this data will include the delineation and analysis as it relates to both federal and state definitions, review of USGS quads and National Wetlands Inventory, a description and GIS mapping of road crossings in relation to potential wetland conditions, and GIS mapping and quantification of area under CDFG and ACOE jurisdiction.
- Migration Issues: this data will include a list of breeding and migratory bird and bat species known from the region; a description of the habitat values for these species in terms of breeding, nesting, migration, etc.; a location map of the site in relation to the Pacific Flyway; a discussion of potential migratory species anticipated to utilize the project site and surrounding area, the assessment of the project site in terms of migratory bird use, information on altitudes and numbers of birds expected to migrate through the area, a map of the project site detailing important features potentially used by migrating species, prey mapping, data on migratory activities from VAFB, data on typical site-specific behavior and impacts to birds and bats at other wind project sites.
- Adaptive Management Plan: this plan will include tested adaptive management measures that have been demonstrated to reduce impacts to avian species from

wind energy projects; the plan will provide specific performance criteria to determine when specific actions are to occur.

Task 1b Literature Review

In addition, SAIC will conduct an independent literature review of wind energy impacts on migrating birds, and any available information on the Pacific Flyway bird migration routes. SAIC will investigate the available data describing pathways used by migrating birds along the Pacific Flyway in the vicinity of the wind farm site including: the timing of peak migration periods (e.g., dates and time of day), and altitudes of migrating birds for different species groups (i.e., raptors, migrants, shorebirds, water birds, etc). The Pacific Flyway requires special attention because of this site's proximity to the coastline and to the change in coastline direction from east-west to north-south that occurs between Point Conception and Point Arguello. The data search will focus on gathering information on known features that might concentrate bird or bat movements that are in the vicinity of the project site.

Task 1c Site Reconnaissance

SAIC biologists will conduct a one-day field reconnaissance of the project site to develop additional information on bird use in the area including identifying those features in the project site vicinity that may attract large groups of migrating birds (e.g., eucalyptus groves, riparian habitat, water bodies, etc) or topography that might cause funneling of birds passing through or promote soaring.

Task 1d Bat Reconnaissance Survey and Analysis

SAIC subcontractors, Central Coast Bat Research Group (CCBGR, principals Winifred Frick and Paul Heady) will conduct a habitat-based reconnaissance site visit to gather information on bat habitats and likely species that would be present. CCBGR biologists will identify areas where bats might concentrate on the site such as water sources or topography that might cause funneling of bats passing through the site.

Based on observations of conditions on site, coupled with knowledge from surveys on Vandenberg AFB and elsewhere in the local area, CCBGR biologists will identify bat species that are likely to use the site, their seasonal status (year-around resident, summer resident, migrant, etc.), their likely abundance, and behavior that may make them vulnerable to impact from wind turbine operations.

The initial bat reconnaissance site visit will be conducted on or before February 28, 2008. CCBGR biologists will place Anabat detectors throughout the site to record vocalizations for a period of time (e.g., one week). Detectors will be placed on the site during the initial site visit and picked up within approximately 5 days after the initial site visit. The information gathered at this time will not provide the necessary migration and full quantity of bats using the site but it may provide some presence and activity level data currently lacking in the DEIR. CCBGR will interpret findings and include them in a survey report.

CCBGR will prepare a report characterizing the site as habitat for bats, listing species likely to be present, their expected abundance, their seasonal status, and portions of the site where they would be expected. The report may identify bat species that may be vulnerable to mortality at operating wind turbines and include recommendations for future studies or monitoring. SAIC will incorporate this information into the Biological resources section of the AFEIR.

Task 1e Baseline Write Up

SAIC will revise the existing baseline information in the DEIR to incorporate additional information gathered on migratory patterns in the project vicinity, expected bird and bat use of the site, and information on additional sensitive species including El Segundo Blue butterfly, unarmored three spine stickleback, California condor, blue oaks, and valley oaks potentially present in the project vicinity.

SAIC, Aspen Environmental, and County staff will meet during the week of March 17th – 21st (Task 5 below) to discuss the adequacy of the data provided in the Biological Baseline section to determine whether additional information (i.e., additional surveys, radar studies, night-time spring and fall data collection) is needed to submit a defensible analysis of impacts to migrating avian species.

Task 2 Biological Resources Impacts and Mitigation

After reviewing the applicant-provided Adaptive Management Strategy and completing the literature review on turbine impacts and mitigations, SAIC will develop and modify new impact and mitigation language in the AFEIR.

For each of the identified impacts, SAIC will reference proposed mitigation measure(s), and will provide a discussion of the effectiveness of the proposed mitigation, the residual impacts, and conclusion as to class of impact (I, II, III, or IV).

SAIC will conduct an initial review of the methods of data collection *as specified in the December 5, 2007, Sapphos Recommended Contract Amendment #1 (to be updated per January*

22, 2008 conference call between SAIC, Santa Barbara County, and Sapphos Environmental) and the survey results collected during the springtime pre-construction baseline surveys to be provided on a weekly basis. SAIC will prepare a memo for the County discussing the general adequacy of the collected data and analysis and will meet with County staff on two occasions (as described in Task 5) to discuss the general approach and results of these surveys. Spring time survey results would be added as an appendix to the Final EIR.

Task 3 FEIR

SAIC assumes two review/edit cycles with the County (an initial effort to incorporate the County's first round of comments, followed by a smaller effort to allow the County a review of a screen check copy to ensure their comments were incorporated into the final document).

SAIC will submit the Biological Resources section for the FEIR to Aspen Environmental Group.

Task 4 Respond to Public Comments

SAIC will organize, number, and respond to all comments from comment letters that focus on biological issues. SAIC will, in coordination with Aspen Environmental Group develop draft responses to comments, using an aggregated response where feasible. SAIC will incorporate text changes in response to comments.

SAIC assumes Santa Barbara County will provide some response to specific issues including the comment requesting compliance with 2007 CDFG/ Energy Commission California Guidelines for Reducing Impacts to Birds and Bats from Wind Energy Development.

Task 5 Meetings

SAIC will meet with County staff on three occasions to discuss the general approach of the Biological Resources and to discuss response to two sets of County staff comments. In addition, SAIC staff will be available to meet on three additional occasions with the County plus Acciona staff or subcontractors and/or other agency or public groups through-out the FEIR preparation phase, and on two occasions for Task 2 to discuss the preconstruction Data Collection.

SAIC proposes a total of 8 meetings.

Task 6 Archeological Review

SAIC will organize, number, and respond to all comments from comment letters that focus on archaeological issues. SAIC will, in coordination with Aspen Environmental Group, develop draft responses to comments, using an aggregated response where feasible. SAIC will incorporate text changes in response to comments. In addition, the FEIR baseline and impact sections will be updated in terms of the recently provided information concerning the location of the power pole line option.

Deliverables and Schedule

Based on the assumption that most of the applicant provided reports/data/information and analysis would be delivered to SAIC by February 15, 2008 as detailed in the Sapphos January 14, 2008 Memo Deliverable Schedule, SAIC will prepare and submit to Aspen Environmental Group:

- the Biological Resources section baseline (except for the bat data) for the FEIR on March 26, 2008; SAIC, Aspen Environmental, and County staff will meet during the week of March 31st - April 4th to discuss the adequacy of the data provided in the Biological Baseline section to determine whether additional information is needed to submit a defensible analysis of impacts to migrating avian species;

If the County concludes that the baseline data is satisfactory for a defensible EIR, the following schedule would apply:

- the Biological Resources section Impacts and Mitigation sections for the FEIR on April 9, 2008;
- the Response to Public Comments on April 25, 2008.

Technical Assumptions

This Time-and-Materials cost proposal for the EIR review is based on the following assumptions:

- The deliverable schedule is based on a February 11, 2008 start date. A delay to the start date or the delivery of anticipated applicant-provided data, reports, and plans (as detailed below and as described in the Recommended Contract Amendment (Enclosure 3) Schedule and the Sapphos January 14, 2008 Memo Deliverable Schedule would result in a corresponding delay to the deliverable schedule;
- SAIC assumes the following information/data as described in the Sapphos January 14, 2008 Memo Deliverable Schedule, will be provided in a timely fashion to be incorporated into the AFEIR as scheduled:

1. Data and vegetation mapping for the entire project site delivered to SAIC from Sapphos by February 11, 2008. The assessment of oak woodland and native grasslands on the project site would be delivered to SAIC from Sapphos by February 15, 2008.
 2. Sensitive wildlife species information including the mapping of the El Segundo blue butterfly habitat delivered to SAIC from Sapphos by February 11, 2008. CNDDDB and other information on non-federally listed wildlife species would be delivered to SAIC from Sapphos by February 28, 2008.
 3. Wetland delineation, GIS map of road crossings, 404 analysis, acreages of wetland habitats, and other riparian and wetland data delivered to SAIC from Sapphos by February 11, 2008.
 4. Data on breeding birds, migratory species anticipated to utilize the project site and surrounding area, the assessment of the project site in terms of migratory bird use, map of the project site detailing important features potentially used by migrating species, prey mapping, data on migratory activities from VAFB, and data on typical and site-specific flyway activity delivered to SAIC from Sapphos by February 13, 2008.
 5. Winter Avian Survey results (i.e., field notes, survey tables with morning flight counts, existing nest sites, activities on raptors, etc.) to be submitted on a weekly basis throughout data collection period. The final report will be delivered by March 31, 2008.
 6. An updated Pre- and Post-Construction Avian Survey Work Plan that includes specific methods and survey locations (to be included as an appendix in the FEIR) to be delivered to SAIC from Sapphos by February 20, 2008.
- SAIC assumes the data/surveys/ information provided to the County by the applicant, Acciona, and their consultant Sapphos Environmental, including information on day- and night-time migration of avian species, would be adequate to prepare a defensible EIR and that no new data would be required to be collected to support the impact analysis.
 - The existing DEIR will not be revised to such an extent that it will require recirculation. Should recirculation be required, SAIC can provide support to respond to an additional set of public comments for additional compensation.
 - No additional surveys would be required at this time to prepare a defensible FEIR. SAIC can provide additional support to conduct surveys with an appropriate adjustment of budget and schedule.
 - The County will coordinate the required access to the project site for the two site reconnaissance site visits. Timely access to the site will be required to meet schedules. An early commitment to available dates for access to the site is required from the

applicant and the County in order to enable necessary coordination of participants' schedules.

- Santa Barbara County will provide some response to specific issues including the comment requesting compliance with 2007 CDFG/ Energy Commission California Guidelines for Reducing Impacts to Birds and Bats from Wind Energy Development.
- The County will promptly provide A GIS base map in hard copy suitable for field use and in electronic form suitable for GIS use in plotting GPS data acquired during the reconnaissance visits.
- The County will promptly provide additional GIS analysis and related overlay figures should it be necessary.
- No protocol surveys for sensitive species will be required for the purpose of this report.

Staffing

Ted Mullen will manage the FEIR modification effort and be the primary Point of Contact. Tom Mulroy will also be available for a point of contact and respond to botanical issues. Trevor Pattison and Elliot Chasin will be responsible for the literature review. Rosie Thompson will be responsible for adding information on aquatic sensitive species and wetland issues. Various technical and administrative staff will provide support for any report preparation, if necessary.

Budget, Billing Rates, and Terms and Conditions

The Time-and-Materials budget for this work is \$89,914 (enclosed as Reference A).

SAIC shall invoice in accordance with SAIC's 2008 rate schedule (attached as Reference B).

The terms and conditions previously agreed upon by SAIC and Aspen Environmental Group in Contracting Agreement 1156-01 (enclosed as Reference C) shall govern performance of this project.

SAIC's proposal is valid for a period of 30 days from 30 January 2008. Thereafter, minor adjustments in price and/or staffing may be required.

Payment Terms

Please return a copy of this signed proposal to:

Kelly C. Owens
SAIC
4242 Campus Point Court, M/S D4-K
San Diego, CA 92121
e-mail: owenskel@saic.com

Ms. Strong
January 30, 2008
Page 9

Cost incurred, current and cumulative, will be presented monthly in accordance with the Reference B rate schedule. Invoiced amounts shall be subject to payment terms of net thirty (30) days. Interest charges will be assessed at a pro-rata rate per day corresponding to an annual interest rate of 18 percent per annum for every day beyond 30 calendar days that payment is not received by SAIC.

Our remittance address is:

Science Applications International Corporation
P.O. Box 223058
Pittsburgh, PA 15251-2058

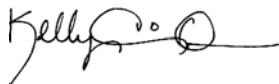
Acceptance

We are pleased to be of continued service for this effort. Please provide your authorization and acceptance of this letter proposal by signing on the line provided below at your earliest convenience. We will begin work upon receipt of the executed document.

Please direct all technical questions to Ted Mullen at (805) 566-6429. All contractual questions and business matters can be directed to the undersigned at (858) 826-7418.

Sincerely,

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION



Kelly C. Owens
Contracts Representative

Attachments: Reference A - T&M Cost Estimate
Reference B - 2008 Rate Schedule
Reference C - Contracting Agreement 1156-01

Acknowledged and Accepted by:

Signature: _____ Dated: _____

Authorized Representative of Aspen Environmental Group

cc: Ted Mullen

Reference A

1/30/2008

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION												
Environmental Sciences & Infrastructure Business Unit												
TITLE:		Lompoc Wind Farm EIR Review - Phase 2										
CUSTOMER:		Aspen Environmental Group										
CONTRACT #:		1156-01 - Task TBD										
POP:		February 2008 - September 2008										
			Task 1a		Task 1b		Task 1c		Task 1d		Task 1e	
			Data Review		Literature Review		Site Reconnaissance		Bat Reconnaissance Survey & Analysis		Baseline Write Up	
Fully Burdened												
Hourly Rate			Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
SAIC DIRECT LABOR	Discipline/Role											
Sr. Program Manager II	Project Manager/Wildlife Resources	\$ 170.00	24	\$4,080	12	\$2,040	12	\$2,040	16	\$2,720	16	\$2,720
Sr. Program Manager III	Botanical Resources	\$ 160.00	20	\$3,200	12	\$1,920	10	\$1,600	10	\$1,600	16	\$2,560
Sr. Program Manager III	Aquatic Resources	\$ 160.00	2	\$320	0	\$0	0	\$0	0	\$0	12	\$1,920
Associate Engr./Consultant I	Staff Archaeologist	\$ 80.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Engr./Staff Consultant II	Graphics	\$ 100.00	0	\$0	0	\$0	0	\$0	8	\$800	6	\$600
Sr. Engr./Consultant II	Senior Archaeologist	\$ 140.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Engr./Staff Consultant I	Biological Resources	\$ 105.00	16	\$1,680	12	\$1,260	10	\$1,050	6	\$630	8	\$840
Engr./Staff Consultant II	GIS	\$ 100.00	0	\$0	0	\$0	0	\$0	12	\$1,200	0	\$0
Project Administration I	Project Control Analyst	\$ 90.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Associate Engr./Consultant IV	Biological Resources	\$ 65.00	18	\$1,170	36	\$2,340	12	\$780	16	\$1,040	20	\$1,300
Sr. Project Administration I	Document Coordinator	\$ 100.00	0	\$0	0	\$0	0	\$0	0	\$0	4	\$400
Total Direct Labor			80	\$10,450	72	\$7,560	44	\$5,470	68	\$7,990	82	\$10,340
MATERIAL & SUBCONTRACTS (M&S)												
Central Coast Bat Research Group		\$3,400.00	0	\$0	0	\$0	0	\$0	1	\$3,400	0	\$0
Total M&S			0	\$0	0	\$0	0	\$0	1	\$3,400	0	\$0
M&S Handling Charge			12%	\$0		\$0		\$0		\$408		\$0
Subtotal - M&S				\$0		\$0		\$0		\$3,808		\$0
OTHER DIRECT COSTS (ODC's)												
Local Mileage		\$0.485	0	\$0	560	\$272	420	\$204	0	\$0	0	\$0
Total ODCs				\$0		\$272		\$204		\$0		\$0
Total ODC Handling Charge			0%	\$0		\$0		\$0		\$0		\$0
Subtotal - ODC's				\$0		\$272		\$204		\$0		\$0
TOTAL T&M ESTIMATE				\$10,450		\$7,832		\$5,674		\$11,798		\$10,340

SAIC PROPRIETARY

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTRICIONS ON THE TITLE PAGE OF THIS PROPOSAL OR QUOTATION.

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION														
Environmental Sciences & Infrastructure Business Unit														
TITLE:	Lompoc Wind Farm EIR Review - Phase 2													
CUSTOMER:	Aspen Environmental Group													
CONTRACT #:	1156-01 - Task TBD													
POP:	February 2008 - September 2008													
		Task 2		Task 3		Task 4		Task 5		Task 6		TOTAL PROGRAM		
		Fully Burdened	Bio Resources Impacts & Mitigation		FEIR		Respond to Public Comments		Meetings		Archeological Review		Hours	Amount
SAIC DIRECT LABOR	Discipline/Role		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
Sr. Program Manager II	Project Manager/Wildlife Resources	\$ 170.00	40	\$6,800	10	\$1,700	24	\$4,080	36	\$6,120	2	\$340	192	\$32,640
Sr. Program Manager III	Botanical Resources	\$ 160.00	18	\$2,880	8	\$1,280	24	\$3,840	16	\$2,560	0	\$0	134	\$21,440
Sr. Program Manager III	Aquatic Resources	\$ 160.00	2	\$320	0	\$0	2	\$320	0	\$0	0	\$0	18	\$2,880
Associate Engr./Consultant I	Staff Archaeologist	\$ 80.00	0	\$0	0	\$0	0	\$0	0	\$0	4	\$320	4	\$320
Engr./Staff Consultant II	Graphics	\$ 100.00	2	\$200	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,600
Sr. Engr./Consultant II	Senior Archaeologist	\$ 140.00	0	\$0	0	\$0	0	\$0	0	\$0	24	\$3,360	24	\$3,360
Engr./Staff Consultant I	Biological Resources	\$ 105.00	14	\$1,470	6	\$630	8	\$840	0	\$0	0	\$0	80	\$8,400
Engr./Staff Consultant II	GIS	\$ 100.00	0	\$0	0	\$0	0	\$0	0	\$0	4	\$400	16	\$1,600
Project Administration I	Project Control Analyst	\$ 90.00	2	\$180	0	\$0	3	\$270	0	\$0	1	\$90	6	\$540
Associate Engr./Consultant IV	Biological Resources	\$ 65.00	16	\$1,040	16	\$1,040	24	\$1,560	12	\$780	0	\$0	170	\$11,050
Sr. Project Administration I	Document Coordinator	\$ 100.00	3	\$300	1	\$100	6	\$600	0	\$0	4	\$400	18	\$1,800
Total Direct Labor			97	\$13,190	41	\$4,750	91	\$11,510	64	\$9,460	39	\$4,910	678	\$85,630
MATERIAL & SUBCONTRACTS (M&S)														
Central Coast Bat Research Group		\$3,400.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$3,400
Total M&S			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$3,400
M&S Handling Charge			12%	\$0		\$0		\$0		\$0		\$0		\$408
Subtotal - M&S				\$0		\$0		\$0		\$0		\$0		\$3,808
OTHER DIRECT COSTS (ODC's)														
Local Mileage		\$0.485	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	980	\$476
Total ODCs				\$0		\$0		\$0		\$0		\$0		\$476
Total ODC Handling Charge			0%	\$0		\$0		\$0		\$0		\$0		\$0
Subtotal - ODC's				\$0		\$0		\$0		\$0		\$0		\$476
TOTAL T&M ESTIMATE				\$13,190		\$4,750		\$11,510		\$9,460		\$4,910		\$89,914

SAIC PROPRIETARY

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTRICIONS ON THE TITLE PAGE OF THIS PROPOSAL OR QUOTATION.

Reference B

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION
Environmental Sciences & Infrastructure Business Unit

SAIC DIRECT LABOR	Fully Burdened Hourly Rate
Sr. Principal Consultant	\$210.00
Principal Consultant I	\$200.00
Principal Consultant II	\$190.00
Sr. Program Manager I	\$180.00
Sr. Program Manager II	\$170.00
Sr. Program Manager III	\$160.00
Program Manager I	\$155.00
Program Manager II	\$145.00
Program Manager III	\$135.00
Sr. Project Manager	\$130.00
Project Manager	\$120.00
Sr. Consultant I	\$150.00
Sr. Consultant II	\$140.00
Sr. Consultant III	\$130.00
Sr. Consultant IV	\$120.00
Sr. Consultant V	\$115.00
Staff Consultant I	\$105.00
Staff Consultant II	\$100.00
Staff Consultant III	\$95.00
Staff Consultant IV	\$90.00
Staff Consultant V	\$85.00
Associate Consultant I	\$80.00
Associate Consultant II	\$75.00
Associate Consultant III	\$70.00
Associate Consultant IV	\$65.00
Associate Consultant V	\$60.00
Technician I	\$55.00
Technician II	\$50.00
Technician III	\$45.00
Technician IV	\$40.00
Sr. Project Administration I	\$100.00
Sr. Project Administration II	\$95.00
Project Administration I	\$90.00
Project Administration II	\$80.00
Project Administration III	\$70.00
Project Administration IV	\$60.00
Project Administration V	\$50.00
M&S Handling Charge	12%

Lodging, meals, mileage and other out-of-pocket expenses billed at SAIC cost.

Rates Effective: January 2008 thru December 2008

**CONTRACTING AGREEMENT NO. 1156-01 BETWEEN
ASPEN ENVIRONMENTAL GROUP AND
SCIENCE APPLICATIONS INTERNATIONAL, INC.
FOR THE LOMPOC WIND ENERGY PROJECT FOR
SANTA BARBARA COUNTY PLANNING AND DEVELOPMENT**

This Agreement is between Aspen Environmental Group (ASPEN) and Science Applications International, Inc. an independent contractor, hereinafter referred to as SUBCONTRACTOR. SUBCONTRACTOR agrees to provide, and ASPEN agrees to accept, services as set forth and conditions in this Agreement for the period October 1, 2007 through June 30, 2008.

SUBCONTRACTOR and ASPEN, for mutual considerations hereinafter set forth, agree as follows:

1. **SCOPE OF SERVICES.** SUBCONTRACTOR shall perform the following professional services: Assistance in preparing the Final Environmental Impact Report for the Lompoc Wind Energy Project.

This is a Task Order Contract. Task Orders will be issued separately from this Agreement.

2. **INDEPENDENT SUBCONTRACTOR.** The sole relationship between ASPEN and SUBCONTRACTOR is that of principal and independent contractor. ASPEN shall not control nor shall it have any right to control the manner or means by which the SUBCONTRACTOR performs such professional services. SUBCONTRACTOR is not an employee of ASPEN for any purposes, including but not limited to, Federal and State income tax withholding, Social Security, Federal and State unemployment insurance and worker's compensation, and will be responsible for the payment of all Federal and State income tax and Social Security obligations with respect to any payments received from ASPEN hereunder. SUBCONTRACTOR shall make arrangements for and provide any required workspace, transportation, materials, and equipment not furnished by ASPEN.
3. **STANDARD OF PERFORMANCE.** SUBCONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly SUBCONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which SUBCONTRACTOR is engaged. All products of whatsoever nature which SUBCONTRACTOR delivers to ASPEN pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in SUBCONTRACTOR's profession. SUBCONTRACTOR shall correct or revise any errors or omissions at ASPEN's request without additional compensation. Permits and/or licenses shall be obtained and maintained by SUBCONTRACTOR without additional compensation.
4. **CONFIDENTIALITY.** SUBCONTRACTOR agrees that all work prepared or information obtained pursuant to this Agreement shall be kept confidential, and shall become the sole and exclusive property of Santa Barbara County Planning and Development upon payment due herein. SUBCONTRACTOR agrees for itself, its agents, and employees, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of ASPEN and the County of Santa Barbara. SUBCONTRACTOR further agrees that all media requests for communication will be referred to ASPEN's project manager.
5. **TIME IS OF THE ESSENCE.** SUBCONTRACTOR shall perform the services which are the subject matter hereof promptly, without delay, shall devote such time and effort to the performance of such services as may be necessary to expedite the performance thereof. Time is of the essence in this Agreement, and each and every provision thereof. SUBCONTRACTOR, recognizing ASPEN's desire to assure high quality of services to its clients, agrees that the services to be performed by

SUBCONTRACTOR pursuant hereto and the product of such services will be of high quality in all respects and consistent with professional skill and care.

6. **ASSIGNMENT.** SUBCONTRACTOR acknowledges that the services to be rendered by SUBCONTRACTOR pursuant to this AGREEMENT are unique and personal. Accordingly, SUBCONTRACTOR shall not have the right to assign or delegate all or any portion of SUBCONTRACTOR's rights, duties, or obligations under this Agreement without prior written consent of ASPEN, which consent may be withheld in ASPEN's sole and absolute discretion. Any assignment or delegation in violation of the foregoing shall be void. ASPEN shall have the right to assign all or any portion of its right, title, or interest under this Agreement at any time without the prior consent of the SUBCONTRACTOR.

8. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** To the greatest extent permitted by law, SUBCONTRACTOR shall defend, hold harmless, and indemnify ASPEN and the County of Santa Barbara, its officers, agents, and employees, from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SUBCONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of ASPEN and/or the County of Santa Barbara.

INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES. SUBCONTRACTOR shall indemnify and save harmless ASPEN and the County of Santa Barbara, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the SUBCONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

9. **INSURANCE.** Without limiting SUBCONTRACTOR's indemnification of ASPEN and the County of Santa Barbara, SUBCONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. Such insurance shall be maintained during the performance of this Agreement.
 - a. Workers' Compensation Insurance.
 - b. General and Automobile Liability Insurance. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of the SUBCONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the SUBCONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section (8.) of this Agreement between ASPEN and SUBCONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of the SUBCONTRACTOR pursuant to SUBCONTRACTOR's activities hereunder in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. ASPEN and the County of Santa Barbara shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

“Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if ASPEN or the County of Santa Barbara has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only.”

- c. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of SUBCONTRACTOR’s professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate.

Said policies shall provide that ASPEN be given thirty (30) days written notice prior to cancellation or expiration of the policy. Proof of insurance will be forwarded to ASPEN within 10 days of signing this Agreement.

- 10. **INVOICING.** SUBCONTRACTOR agrees to furnish ASPEN with a monthly invoice for completion of the work products as described in each Task Order issued separately from this Agreement. The invoice will indicate the work completed, identified by ASPEN job number.
- 11. **COMPENSATION OF SUBCONTRACTOR.** ASPEN agrees to pay SUBCONTRACTOR from funds first received from said client, SUBCONTRACTOR invoices as submitted pursuant to paragraph 10 above. Such payment to SUBCONTRACTOR shall be made within ten (10) working days after ASPEN has received from its client payment for the work invoiced to the client that includes the SUBCONTRACTOR’s work invoiced to ASPEN. No payment shall be considered as an approval and/or acceptance of any services performed. Regardless of the reason for any delay in the receipt by ASPEN of payment from client, receipt by ASPEN of payment from the client is an express condition precedent to the obligation of ASPEN to make payments to SUBCONTRACTOR under this Agreement. Anything in this paragraph 11 to the contrary notwithstanding, in the event ASPEN shall dispute the amount of any invoice of the SUBCONTRACTOR, ASPEN shall not be required to pay the amount of such invoice so disputed unless and until such a dispute has been resolved by agreement of the parties or a final non-appealable judgment of a court of competent jurisdiction has been issued.
- 12. **AGREEMENT IS COMPLETE.** ASPEN and SUBCONTRACTOR acknowledge that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and all prior negotiations, written or verbal, are integrated into this Agreement, and neither ASPEN nor SUBCONTRACTOR have any expectations not set forth in this Agreement. This Agreement shall not be construed against ASPEN or SUBCONTRACTOR. This Agreement may be modified or amended only by an instrument in writing signed by the parties hereto and shall be governed by the laws of the State of California. In the event of any dispute arising out of or relating to this Agreement, the party ultimately prevailing in such dispute shall be entitled to recover from the non-prevailing party the reasonable attorney’s fees and expenses incurred by the prevailing party as determined by a court and not by a jury. Subject to the provisions set forth herein restricting SUBCONTRACTOR’s right against assigning its rights and assigning or delegating its duties and obligations of this Agreement, this Agreement shall be binding upon and insure to the benefits of the heirs, successors, personal representatives, and assigns of the respective parties hereto.
- 13. **CONFLICT OF INTEREST.** SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBCONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by SUBCONTRACTOR.

The term “organizational conflict of interest” means that a relationship exists whereby SUBCONTRACTOR has interests which may diminish the capacity to give impartial, technically

sound, objective assistance and advice or may otherwise result in a biased work product or may result in an unfair competitive advantage.

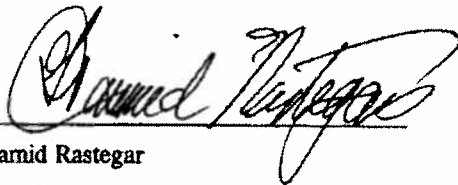
SUBCONTRACTOR agrees that if an organizational conflict of interest is discovered with respect to this Contract, SUBCONTRACTOR shall make an immediate and full disclosure in writing to ASPEN which shall include a description of the action which the SUBCONTRACTOR has taken or proposed to take to avoid, eliminate or neutralize the conflict. ASPEN may, however, terminate the Contract if it could be in the best interests of the County of Santa Barbara.

14. **TERMINATION.** Either party may terminate this Agreement at any time without cause upon delivery of written notice to that effect to the other, in which event this Agreement shall terminate twenty-four (24) hours after the delivery of such written notice; provided, however, that in the event of such termination, ASPEN shall pay SUBCONTRACTOR for any amounts properly due under paragraphs 10 and 11 above prorated to the date of termination, and SUBCONTRACTOR shall forthwith deliver to ASPEN all sketches, drawings, tracings, computations, survey notes, and computer files, and any other documentation prepared or obtained by SUBCONTRACTOR in connection with this Agreement. Notwithstanding a termination of this Agreement pursuant to this paragraph, the representations and certifications of the SUBCONTRACTOR as set forth herein and the provisions of paragraph 5 above shall remain in full force and effect.
15. **TERMINATION FOR CAUSE.** In the event either SUBCONTRACTOR or ASPEN shall be in default in connection with this Agreement, the non-defaulting party shall have the right to pursue any remedies available at law or in equity. SUBCONTRACTOR expressly acknowledges that the obligations of SUBCONTRACTOR under this Agreement are unique and accordingly, in the event SUBCONTRACTOR shall be default under this Agreement, ASPEN shall have a right to enforce the provisions of this Agreement against the SUBCONTRACTOR by specific performance injunction or other equitable relief.
16. **NOTICES.** All notices, requests, demands, or other communications "Notices" required or permitted to be given hereunder shall be delivered to SUBCONTRACTOR at the address set forth below SUBCONTRACTOR's signature on this Agreement and shall be sent to ASPEN in care of the office of Aspen Environmental Group, in Agoura Hills, California, provided, however, that either party hereto shall have the right to change the address as to which Notices are sent to it under this Agreement by providing to the other party written notice of the change of such address in the manner set forth above. All Notices shall be in writing and shall be either personally delivered or deposited in the United States Mail, Certified and postage pre-paid to the appropriate address as set forth above. Any Notice which is personally delivered shall be deemed to be given immediately upon such delivery. Any Notice which is mailed shall be deemed to be given two (2) days after the deposit of the same into the United States Mail.
17. **OWNERSHIP OF DOCUMENTS.** The County of Santa Barbara shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBCONTRACTOR shall not release any materials under this section except after prior written approval of ASPEN.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of the County of Santa Barbara. The County of Santa Barbara shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

18. **SECTION HEADINGS.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
19. **NONDISCRIMINATION.** ASPEN and the County of Santa Barbara hereby notifies SUBCONTRACTOR that the County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and SUBCONTRACTOR agrees to comply with said ordinance.
20. **AMENDMENTS TO CONTRACT.** ASPEN, within the general scope of this Agreement may, at any time, by written notice to SUBCONTRACTOR, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and/or time of performance, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice. SUBCONTRACTOR may also submit requests for changes to ASPEN for review. If authorized in writing said changes and any conditions of payment, therefore, shall be considered as included, herein, as if fully set forth. In no instance shall SUBCONTRACTOR perform work outside the defined milestones without prior authorization by ASPEN and without prior agreement regarding an equitable adjustment in price and/or time of performance.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:



Hamid Rastegar

President

Aspen Environmental Group
30423 Canwood Street, Suite 215
Agoura Hills, CA 91301

Date 10/2/07

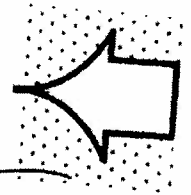


Print Name: SETH A.A. FURDAY

Title: CONTRACT MANAGER

Company Name: Science Applications International, Inc.
525 Anacapa Street
Santa Barbara, CA 93101

Date: 10/4/07



LEE ROGER ANDERSON

1508 ANGELCREST DRIVE
MEDFORD, OREGON 97504
STUDIO: 541-857-8586
CELL: 541-292-2263

Vida Strong, Project Manager
Aspen Environmental Group
30432 Canwood Street, Suite 215
Agoura Hills, CA 91301

January 30, 2008

Re: Revised Scope of Work and Budget for Visual Resources
Lompoc Wind Energy Project

Tim Zack and I are pleased to submit this revised scope of work and budget for Visual Resource Assessment of the Lompoc Wind Energy Project in Santa Barbara County. This scope and budget is based on the following findings of fact, assumptions about data to be provided by the County or Applicant, and assistance to be provided by Aspen Environmental Group GIS Dept.

Findings of Fact

1. In the DEIR, the two simulations from KOP-8 at Mission La Purisima, daytime and nighttime, appear to show different locations and/or heights for wind turbine generators against the skyline. After discussions with County Staff, it was decided that Tim and I will prepare two new simulations from Mission La Purisima showing Project features, daytime and nighttime, and using new photography that I will take from KOP-8. The County will arrange a Park Service guide to escort me into the Park during nighttime hours when the Park is normally closed. This will be "KOP-8-Revised," and it is included in our budget below.
2. The proposed substation, O&M building, a handful of WTGs, and the new Power Line Option would be visible from Upper San Miguelito Road. We will to prepare a new daytime simulation from Upper San Miguelito Road showing these Project features using photography that I have already taken. This will be KOP-11, and it is included in our budget below.
3. Based on Google-Earth research and on-site investigations in November 2007, it appears that some of the proposed WTGs may be visible from the north end of San Miguelito County Park, looking south-southwest, as well as from the parking area and San Miguelito Road next to the Park, looking south-southwest. County Staff is preparing cross-sections from these two locations to determine if WTGs would, in fact, be visible. If WTGs would be visible, we will prepare a new daytime simulation from the vicinity of San Miguelito County Park, at one of the locations that I have already photographed, and as selected by the County. This would be KOP-12, and it is included in our budget below.
4. Comments on the visual resource section of the EIR mainly focus on the Mission and Jalama Beach County Park. Acciona has retracted some of its comments, and retained others, plus added a comment. Acciona comments about the actual paint color of the turbines and red lights on turbines still remain. Most of their other comments remain, except they are retracting the significance comment for Jalama Beach.
5. To evaluate State Park's comments, new simulations from the Mission, day and nighttime, will be prepared.

6. The Sinclair-Thomas (S-T) model used in the DEIR was based on actual viewer reactions to WTGs that ranged in height from 135-to-180-feet tall. The S-T model was expanded to WTGs that were 230-feet tall, but there were only four such turbines analyzed. Then these data were extrapolated and visual responses were projected for 312-foot tall WTGs in Great Britain without any actual physical WTGs of that height. Then in the DEIR, these visual responses were referenced as follow: *“To help interpret the ZVI map and verify the conclusions drawn regarding the significance of the potentially affected views, a matrix (Table 3.2-1) including the Sinclair-Thomas number (visual sensitivity model shown in Table 3.2-1), location, and height of the WTGs, is provided to better define the degree of impact.”* We agreed during a conference call that the S-T model was not the only thing used to determine significance and that this will be disclosed. The Visual Resources section will be revised to disclose the extent of use and shortcomings of the S-T model to address the State Park’s comments on the S-T model.
7. Photographs used in the DEIR appear to me to have been taken with a super wide angle lens, thereby potentially making skyline ridges appear further away than they actually appear on-the-ground. The County has requested all original images, and we should be able to search image properties to discern lens type and camera type. If a super wide angle lens was used, the Final EIR will be revised to note that by using a super-wide angle lens that the simulations have a wider field of view and therefore, skyline ridges could appear further away than they actually appear on the ground.
8. Acciona will provide images of a substation similar in size to the proposed one and of the O&M building from the manufacturer's web site. We have drawings of the O&M building and site layout from Figure 2-7 and the Applicant’s permit application. However, if Acciona has digital AutoCAD drawings, we would utilize these for the 3D models to be prepared for simulations.
9. Acciona has provided photographs of typical wind turbine generators. However, if Acciona has digital AutoCAD drawings of WTGs, we would utilize these for the 3D models to be prepared for simulations.

Data Request for Visual Resources

The County and / or Applicant will provide all requested data to Aspen Environmental Group and the visual analysts by **March 3, 2008**.

1. A “To Scale” topographic drawing of the project area and surrounding vicinity in either 3D AutoCAD .dwg file format, or USGS topography map in .jpg or .pdf file format. For the project area, topography lines shall be shown at a maximum contour interval of 20-feet with graphic scale and North designation. The locations of the following shall be displayed in this drawing:
 - All proposed wind turbine generators (WTGs) using the latest preferred layout (is the correct number 80? WTGs).
 - Necessary infrastructure, including: roads, the O&M facility, Substation, proposed power line and new power line option, and any other site facility or modification (grading, terracing, access/spur roads, etc.) that would be constructed for the Lompoc Wind Energy Project.
2. Dimensioned AutoCAD drawings, (plans, sections, & elevations), with sufficient detail to support the 3D modeling process for the following:

- Typical wind turbine generators at designated sizes and maximum heights of 436-feet and 492-feet,
 - O&M facility, and all ancillary buildings, with plan, front, and side elevations at a minimum. *(Note: Acciona has provided images of the O&M building from the manufacturer's web site. We have drawings of the O&M building and site layout from Figure 2-7 and the Applicant's permit application, but if AutoCAD drawings are available, we want them.)*
 - Substation with plan, front, and side elevations at a minimum. *(Note: Acciona has provided images of a substation similar in size to the proposed one, but if AutoCAD drawings are available, we want them.)*
 - Preliminary layout of paved roads, unpaved roads, driveways, access/spur roads, terracing, etc. in the vicinity of the substation and O&M building.
3. Excel spreadsheet with X, Y, & Z AutoCAD coordinates for each WTG.

Scope of Work

Lee Anderson will provide:

1. Enlarged DEIR photographs and simulations so that each image is 11"x17" in size (Done).
2. On -site review at seven of ten KOPs, those showing WTGs, to determine if photographs and simulations were prepared at "life-size." (Done)
3. Review and analysis of seven of the ten KOPs, those showing WTGs and used in the DEIR, to verify accuracy of photographs and simulations in the DEIR. (Done)
4. A very brief update of wind energy/visual impact research (per paragraph 1, page 1 of critique dated 10/10/07). (Done)
5. A review of the Sinclair-Thomas Matrix Model that was used in the DEIR. (Done)
6. A very brief critique of the Sinclair-Thomas Matrix Model that was used in the DEIR to define Zone of Visual Influence (ZVI) in the DEIR. [Because an earlier proposal by me was rejected by the County, I will not prepare new distances for the Zones of Visual Influence (ZVI) for the "S-T Bands A through I" based on computer modeling and analysis of known response to 230' tall WTGs and recalibrated response for 492' tall WTGs.] (Done)
7. Two distance zone maps: one each for KOP-11 (Upper San Miguelito Road) and KOP-12 (San Miguelito County Park), using standard distance zone criteria: foreground (0-to-1/2-mile), middleground (1/2-mile-to-4-miles), and background (4-miles-to-horizon).
8. Expansion of my text for bullets 5, 6, 7 in the 10/10/07 LWEP critique, regarding ridgeline sensitivity, effects of motion in the landscape, and focal point sensitivity.
9. An existing condition photo (on a weekend) and a new visual simulation from a new KOP (#11) on Upper San Miguelito Road looking south at the intersection of Upper San Miguelito and Sudden Roads and showing the proposed substation, O&M building, and any visible WTGs, plus the new power line option in this vicinity. (Existing condition photo is done)
10. An existing condition photo (on a weekend) and a new visual simulation from a new KOP (#12) in the vicinity of San Miguelito County Park (either from inside the Park or at the road/parking area along the County Road). (Existing condition photo is done)
11. Written description of Existing Conditions and Project Impacts, Mitigation, and Residual Impacts for two new KOPs: #11 at Upper San Miguelito Road and #12 at San Miguelito County Park.
12. Existing condition photos (day and nighttime) and new visual simulations (day and nighttime) from a KOP (#8) in the vicinity of La Purisma Mission. Revise KOP #8

description of Existing Conditions and Project Impacts, Mitigation, and Residual Impacts to reflect new simulations.

13. Describe why simulations show intense white colors for WTGs and bright white lights for night simulations, and write necessary text for response to comments (RTC).
14. Prepare visual resources response to comments and necessary text changes to DEIR.

Photography and Visual Simulation Scope

Lee Anderson and Tim Zack will provide 3D design visualization services for the Lompoc Wind Energy Project in Santa Barbara County. The project scope will consist of the following elements:

- a) On-site photography in daytime and again at dusk and nighttime from KOP-8 at Mission La Purisima using a “normal” lens and a high-resolution digital camera.
- b) On-site photography from two new KOPs: KOP-11 on Upper San Miguelito Road and KOP-12 somewhere in the vicinity of San Miguelito County Park. (Done)
- c) 3D model generation and placement for the proto-typical wind turbine generators, substation, O&M facility, and new power line option on the digital terrain model.
- d) Preparation of a total of four new computer generated simulations of the project based upon the daytime and nighttime photography captured from KOP-8 and the two new KOPs, for a total of 4 simulations: KOP-8-daytime; KOP-8-nighttime; KOP-11-daytime; and KOP-12-daytime.

Please call if you have any questions. Thank you for the opportunity to participate in this interesting project.

Sincerely,

Lee Anderson

Attachment: Lompoc Wind Energy Project Visual Resource Budget

Lompoc Wind Energy Project Visual Resource Budget

Item	Description	Labor	ODC	Total Cost
1	Update research/reference material	1800		1800
2a	Travel to/from SBA and Project site, plus lodging, meals, car rental, airfare from Fri. 11/2 through Tues 11/6.	2000	1200	3200
2b	Establish new KOPs and take context photos: Miguelito County Park, Upper SM Road, etc.	900		900
3	Travel to/from SBA and Project site, plus one night lodging, meals, car rental, airfare and take photos for nighttime simulation from La Purisma Mission.	1800	1000	2800
4a	3D model generation of maintenance building and site	1000		1000
4b	3D model generation of substation and site	1800		1800
4c	3D model generation of 492' wind turbine	500		500
4d	Simulation designs for KOP-11 at Upper S.M Road	1425		1425
4e	Simulation designs for KOP-12 at San Miguelito Park*	1425		1425
4f	Simulation designs for KOP-8 at La Purisma Mission (day and nighttime)	2600		2600
5	Revise EIR to reflect applicability of the Smardon method and accuracy of the Sinclair-Thomas Matrix as it relates to the Lompoc Wind Energy Project	450		450
6a	Enlarge existing simulations to 11x17	50	350	400
6b	Review enlarged existing simulations on-site at each of 10 existing KOPs	450		450
6c	Verify, confirm, or revise impact analysis conclusions for 9 existing KOPs with motion added, except La Purisma Mission.	450		450
6d	Reassess impact analysis based on new simulations for La Purisma Mission (day and nighttime), Upper San Miguelito Road, and San Miguelito Park*.	2400		2400
7	Expand existing text regarding ridgeline sensitivity and effects of motion (bullets 5, 6, 7) of 10/10/07 draft critique	450		450
8a	Review DEIR discussion of KOP selection, and amend as necessary.	250		250
8b	Write RTC stating why simulations show intense white colors for WTGs and bright white lights for night simulations.	150		150
8c	Prepare RTC and necessary text changes to DEIR.	1500		1500
8d	Revisit discussion of Mission La Purisima per CBAR meeting and further discussions with County and Aspen.** (Does not include meeting with State Park officials)	1000		1000
9	Additional text for description and analysis of simulations for Upper San Miguelito Road (KOP-11), La Purisma Mission (KOP-8; day and nighttime), and San Miguelito Park (KOP-12)*.	2700		2700
10	Incorporation of County comments; 2 review cycles assumed.	1600		1600
	Total Labor and Other Direct Costs (ODC)	\$26,700	\$2,550	\$29,250

* Note: If directed by County, simulation from San Miguelito Park will be prepared and analyzed.

** Note: Assumes that new simulations will require further CBAR review. No CBAR attendance by Lee Anderson.

EXHIBIT B

PAYMENT ARRANGEMENTS **Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid on a time and material basis. Total contract amount, including cost reimbursements, shall not exceed \$232,052.87. An additional 15% contingency up to \$34,807.93 may be authorized by the Director of Planning and Development for additional work not included in the original scope of work.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury each month for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number and shall provide a detailed itemization of costs in relation to services performed. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation, provided that COUNTY shall withhold fifteen percent of the amount of each invoice pending completion of the milestone for which the invoice applies. COUNTY shall pay any such withheld amounts within 30 days following satisfactory and timely completion of the milestone. Contractor shall not commence work unless and until COUNTY REPRESENTATIVE issues a Notice to Proceed.

Milestone Description:

1. Acceptance by County of Administrative Final EIR
2. Printing and distribution of Final EIR
3. Satisfactory completion of all contract duties, including public hearing attendance

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of

Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

2/7/2008

PRODUCER
 BC ENVIRONMENTAL INS. BROKERS INC.
 1037 SUNCAST LANE, SUITE 103
 EL DORADO HILLS, CA 95762
 (916) 939-1080

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 ASPEN ENVIRONMENTAL GROUP
 30423 CANWOOD STREET, SUITE 215
 AGOURA HILLS, CA 91301

INSURER A: AMERICAN SAFETY CAS. INS. #39969
 INSURER B: NATIONWIDE MUTUAL INS. CO. #23760
 INSURER C: AMERICAN SAFETY RRG #25448
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	ENV010833-06-02 PL RETRO :9/27/95	09/27/06	09/27/09	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLLUTION				PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> PROFESSIONAL				GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	ACP7860980617	10/09/07	10/09/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
C	EXCESS LIABILITY	ENU008877-07-05 OVER PRIM & AUTO	09/27/07	09/27/08	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$4,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH. ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	PROPERTY	ACP7860980617	10/09/07	10/09/08	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: 1156 LOMPOC WIND ENERGY PROJECT
 THE CERTIFICATE HOLDER HAS BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY ONLY.

CERTIFICATE HOLDER
 SANTA BARBARA COUNTY ENERGY DIVISION
 ATTN: GLORIA KELM
 123 E. ANAPAMU STREET
 SANTA BARBARA, CA 93101-2025

ADDITIONAL INSURED; INSURER LETTER:
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Matthew C Walker

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASCIC - ENV 98 011 11 04

ADDITIONAL INSURED COVERAGE ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed that the following provisions are added to the policy.

A. The following shall be added to SECTION I, COVERAGE A., Par. 1, as subparagraphs d. and e. of the policy:

d. Any person shown as an Additional Insured on a certificate of insurance issued by us or our authorized representative, or by endorsement to the policy, provided such person is required to be named as an Additional Insured in a written contract with you, shall be entitled to coverage hereunder solely for "claims" or "suits" for "bodily injury" or "property damage" arising solely out of your negligence. The limits of insurance provided to such Additional Insured shall be limited to the lesser of the limits of insurance required in a written contract with you, or the limits of insurance as described in SECTION III - LIMITS OF INSURANCE under the policy.

No obligation for defense or indemnity under the policy is provided to any Additional Insured for "claims" or "suits" directly or indirectly "arising from" the status, actions or inaction, including (without limitation) for vicarious, derivative or strict liability of said Additional Insured, its agents, consultants, servants, contractors or subcontractors (other than the Named Insured), except for the actions or inactions of the Named Insured.

e. We will have no duty to defend any insured, other than the Named Insured, except when the sole allegation against that insured is vicarious liability for the sole negligence of the Named Insured.

All terms, conditions and exclusions of the policy, including, but not limited to, any deductible or self-insured retention, shall apply to such Additional Insured.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-27-2007

GROUP: 000484
POLICY NUMBER: 0000173-2007
CERTIFICATE ID: 82
CERTIFICATE EXPIRES: 07-01-2008
07-01-2007/07-01-2008

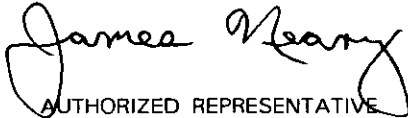
SANTA BARBARA COUNTY ENERGY DIVISION SC
123 E ANAPAMU ST
SANTA BARBARA CA 93101-2025

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2007-07-27 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: SANTA BARBARA COUNTY ENERGY DIVISION

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

**RECEIVED
COUNTY OF SANTA BARBARA
AUG 01 2007**

ASPEN ENVIRONMENTAL GROUP (A CORP.) SC
30423 CANWOOD ST STE 215
AGDURA HILLS CA 91301

PLANNING AND DEVELOPMENT
DEPARTMENT COUNTY DIVISION