

Contract Summary Form:

BC- _____ -07- _____ - _____

Complete the information below, print this form, obtain the signature of the authorized departmental representative, and submit this form to the Clerk of the Board with the contract package.

D1. Fiscal Year.....: 2006/2007 and 2007/2008
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's).....: 054 (054-05-02-1301-0 & 054-05-01-1050-0)
D3. Requisition Number.....:
D4. Department Name.....: Public Works (RR&WM)
D5. Contact Person.....: Imelda Cragin
D6. Phone.....: (805) 882-3613

K1. Contract Type (check one): [Y] Personal Service [] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.....: Project Management for Foxen Cyn Landfill Closure
K3. Original Contract Amount.....: \$98,380.00
K4. Contract Begin Date.....: 2/1/2007
K5. Original Contract End Date.....: 11/30/2007
K6. Amendment History (leave blank if no prior amendments):
K7. Department Project Number.....: 170011

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).....: \$98,380
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 ¶¶).....: Yes

F1. Encumbrance Transaction Code.....:
F2. Current Year Encumbrance Amount.....: \$
F3. Fund Number.....: 1930
F4. Department Number.....: 054
F5. Program Number (if applicable).....: 1750
F6. Account Number.....: 7460
F7. Cost Center number (if applicable).....: N/A
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=auditor; P=purchasing).....:
V2. Payee/Contractor Name.....: SCS Engineers
V3. Mailing Address.....: 3900 Kilroy Airport Way, Suite 100
V4. City State (two-letter) Zip (include +4 if known).....: Long Beach, CA 90806-6816
V5. Telephone Number.....: (562) 427-0805
V6. Contractor's Federal Tax ID Number (EIN or SSN).....:
V7. Contact Person.....: Michael L. Leonard
V8. Workers Comp Insurance Expiration Date.....: 3/31/2007
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl).....: 3/31/2007:
V10. Professional License Number.....: #
V11. Verified by (name of County staff).....:
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [Y] Corporation
V13. Accounting Contact Person and Phone.....: Colleen Hankins (805) 882-3625

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

Date: 12/19/06 Authorized Signature: [Handwritten 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 SCS Engineers having its principal place of business at 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806-6816 (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 Pet at phone number (805) 882-3625 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael L. Leonard at phone number (562) 426-9544 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: John Pet, County of Santa Barbara, Department of Public Works, Resource Recovery & Waste Management Division, 130 E. Victoria Street, Suite 100, Santa Barbara, California 93101

To CONTRACTOR: Michael L. Leonard, SCS Engineers, 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806-6816

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 commence performance on February 1, 2007 and end performance upon completion, but no later than November 30, 2007 unless otherwise directed by COUNTY 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.

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 otherwise 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and GeoSyntec Consultants.

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

COUNTY OF SANTA BARBARA

By: DO NOT EXECUTE THIS DRAFT COPY
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
SCS ENGINEERS

By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

Environmental Consultants
and Contractors

3900 Kilroy Airport Way
Suite 100
Long Beach, CA 90806-6816

562 426-9544
FAX 562 427-0805
www.scsengineers.com

SCS ENGINEERS

December 8, 2006
File No. 1069206

Mr. John M. Pet, P.E., Civil Engineer
County of Santa Barbara
Public Works Department
130 E. Victoria Street, Suite 100
Santa Barbara, California 93101-2019

Subject: Proposal for Phase II, Construction Management Services for the Foxen Canyon Landfill Final Closure

Dear Mr. Pet:

SCS Engineers (SCS) is pleased to submit this revised proposal for Construction Management Services related to the closure of the Foxen Canyon Landfill. This proposal revises the scope and fee sent in our original proposal dated May 11, 2006.

SCS has been involved in solid and hazardous waste projects in and around Santa Barbara County for many years, and we are, therefore, very familiar with the local design and regulatory requirements. For instance, we completed the Santa Maria Landfill final closure and post-closure maintenance plans, as well as construction documents for the Phase I closure. We also are providing on-call engineering support services at Tajiguas Landfill, and worked with the County on design plans for both the Foxen Canyon Landfill Transfer Station and the Final Closure Construction Project.

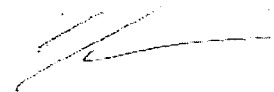
SCS been involved in solid and hazardous waste projects in and around Santa Barbara County for many years, and we are therefore very familiar with the local design and regulatory requirements. For instance, we completed the Santa Maria Landfill final closure and post-closure maintenance plans, as well as construction documents for the Phase I closure. We also are providing on-call engineering support services at Tajiguas Landfill, and worked with the County on design plans for the Foxen Canyon Landfill Transfer Station. Recently, we completed the design plans for the Foxen Canyon Landfill Final Closure Project, the construction of which is the subject of this proposal.

We would be happy to discuss the attached proposals with you. Please feel free to contact one of the undersigned with any questions.

Very truly yours,

Michael L. Leonard, Jr., P.E.

Michael L. Leonard
Project Director
SCS ENGINEERS



Robert D. Johnson
Senior Technical Advisor

MLL/RDJ/seb
Enclosure



**PROPOSAL FOR
LIMITED CONSTRUCTION MANAGEMENT (CM) SERVICES
FOR CONSTRUCTION OF THE FOXEN CANYON LANDFILL
FINAL CLOSURE**

SCS Engineers (SCS) is pleased to provide the County of Santa Barbara with our proposal for limited Construction Management (CM) services for construction of the Foxen Canyon Landfill Final Closure. Our proposal has been prepared in accordance with discussions and meetings with the County over the past several months.

BACKGROUND

The construction of the Foxen Canyon Landfill Final Closure is scheduled to begin in spring of 2007 immediately following the end of the 2006-2007 rainfall season. This project is anticipated to be a 100 day working contract lasting approximately 24 weeks, given minor weather delays, extra day requests, and breaks for holidays. SCS has been requested to provide these limited CM services as a follow up to our role as designer and Engineer of Record in Phase I.

DECLARATION OF QUALIFICATIONS

SCS is well qualified to provide the CM services requested for the Foxen Canyon site. We are familiar with the site, have a working relationship with the County, and have worked with GeoSyntec, the contractor selected by the County to provide monolithic cover placement oversight and soil testing.

SCS is one of the oldest and largest privately held environmental service firms in the United States, and is a recognized world leader in the fields of solid waste engineering and site remediation. Founded in 1970, the firm employs over 500 professional and support staff located in 40 offices throughout the nation. SCS is independently owned by its employees, all of whom are committed to providing objective, responsive, and superior services to clients.

SCS's annual revenues for the fiscal year ending 31 March 2006 were about \$92 million, 70 percent of which were for landfill and landfill gas (LFG) engineering and other solid waste management services. SCS offers a full range of landfill design and permit assistance for development or expansion of new waste disposal sites and closure of existing landfills. Our services for the development of new facilities include design of liner systems, hydrogeologic characterizations and drainage studies, geotechnical and slope stability analysis, leachate collection and treatment systems, LFG control and recovery, operations plans, and preparation of construction plans with cost estimates. Our closure services include final cover design, closure/postclosure maintenance plans, long-term monitoring and corrective action, and postclosure land use planning. In addition, we provide construction management services for new facilities and for closure measures.

Since our founding in 1970, SCS has been recognized as a preeminent national consulting engineering firm specializing in hazardous waste engineering and construction and solid waste management. For the past 3 years, we have been named the **top** solid waste consulting firm in



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the nation according to *Engineering News Record (ENR)*. Currently, SCS is providing CM and CQA services to Republic Services at Apex Landfill in Nevada, and Geer Road and Vasco Road Landfills in Northern California, to name a few.

CORPORATE INFORMATION

SCS has grown from a three-person consulting firm, incorporated in Virginia in 1972, to a company with over 500 employees in 40 offices throughout the United States. For this project, staff in SCS's Rancho Cucamonga and Long Beach offices will perform all work. **Exhibit A-1** presents the current breakdown of SCS personnel in the western United States.

EXHIBIT A-1. PROFESSIONAL STAFF IN WESTERN U.S.

Office Location	State	Number of Staff
SCS Engineers		
Long Beach	California	132
Rancho Cucamonga	California	5
San Diego	California	30
Salinas	California	1
Pleasanton	California	15
Petaluma	California	5
Santa Rosa	California	22
Eureka	California	3
Sacramento	California	6
Modesto	California	15
Bellevue	Washington	17
Phoenix	Arizona	10
Tucson	Arizona	1
Portland	Oregon	1
Total		263

These staff include civil, mechanical, and geotechnical engineers, geologists, hydrogeologists, soil scientists, solid waste planners, surveyors, and field technicians, as well as junior staff in all of the aforementioned disciplines. Robert Johnson, P.E. will serve as the on-site CM to bring continuity to the County for the Foxen site.

EXPERIENCE AND SERVICES

Landfill Closure Engineering

Developing a landfill is a complex undertaking. Increased awareness of the environment, consequences of past practices, and public concern have triggered many regulations that now guide landfill development. Modern landfills involve long-term construction projects that must be sited, engineered, and operated to minimize costs, maximize disposal capacity, preserve water and air quality, protect public health and safety, preserve aesthetic value, gain public support, and create beneficial use after closure. SCS is a national leader in providing planning, siting,

permitting, engineering, construction quality assurance, operations, and closure services to the solid waste landfill industry. We have worked on thousands of sites worldwide for public and private clients.

Our landfill engineering services include:

- Geotechnical and groundwater investigations.
- Permit documentation.
- Environmental impact studies.
- Design plans, specifications, and estimates for modified and new landfills:
 - Liners.
 - Leachate Collection and Removal Systems (LCRS).
- Operations planning for cell and site life projections.
- Construction Management (CM) and Construction Quality Assurance (CQA) to meet regulatory certification requirements.
- Litigation support for permitting, EIRs, and remedial actions.

Details

SCS was lead engineer for the initial General Development Plan for the Prima Deshecha Landfill, as well as for design of the Fink Road Landfill expansion and the San Marino Landfill clean closure design. SCS also prepared the Site Development Plan and EIR/EIS for the proposed Eagle Mountain Landfill. We also have provided a wide range of on-call engineering support services to the West Contra Costa Integrated Waste Management Authority, with EDAW as a subconsultant.

On-Call Services at Orange County Landfills--

SCS provided on-call consulting services to Integrated Waste Management Department, including extensive master planning and design work for expansion of LFG control systems, permitting assistance, construction oversight, and operations assistance. Work was performed at active Bowerman, Prima Deshecha, and Olinda Landfills, as well as inactive Santiago, Coyote Canyon, and Villa Park sites. Budgeting and scheduling were performed to allow systematic use of County and consultant personnel, while meeting regulatory deadlines.

Postclosure Monitoring and Maintenance at Berkeley Landfill--

SCS is providing comprehensive postclosure monitoring and maintenance services at the 90-acre City of Berkeley Landfill. The formally closed site, with expansive views of San Francisco Bay and the Oakland Hills, has been developed as a park and is a model resource to the community.



SCS's services at Berkeley Landfill have included:

- Preparation of plans and specifications for drainage and cover improvements.
- Quarterly groundwater and leachate monitoring.
- Preparation of monitoring/maintenance reports for agency review.
- Coordination with regulatory agencies.

We also provided LFG emission/migration control system monitoring and maintenance services, and have performed inspection and construction services for maintenance of the drainage and cover systems.

In the winter of 1995, portions of the landfill site experienced severe erosion, and the integrity of the final cover system was impaired. Because of heavy rains and flooding at that time, Alameda County was declared a disaster area. The City of Berkeley became eligible for landfill repair cost reimbursement through FEMA. SCS assisted with the repair effort, and we provided cost estimates and technical specifications to the City as part of the FEMA reimbursement application. In addition, SCS provided design/build services for the ultimate repair of the cover system.

CONSTRUCTION QUALITY ASSURANCE

Long before promulgation of Subtitle D in 1991, landfill construction and closure activities involved engineers and construction professionals. One principal objective of having engineers involved throughout the construction process was, and still is today, to provide the owner/operator, regulatory agencies, and the public with confidence that landfill structures were constructed in accordance with design plans, specifications and regulatory requirements. Other objectives included schedule and cost control for the owner's benefit, documentation for future reference, and certification of construction for regulatory review.

By virtue of our three decades of involvement with landfills, SCS has developed a significant amount of first-hand experience with construction quality assurance services. Our experiences are diverse and include construction of new Subtitle D landfill sites and expansion of existing facilities, closure and final capping, remediation of sites with soil, groundwater and air quality impacts, and observing the installation of landfill gas and groundwater monitoring components.

Our own engineers designed many of our construction engineering projects; many were designed by others. In either case, SCS strives to provide technically sound, fiscally responsible services from construction startup to completion of the final checklist. Through these projects, our staff has worked with the many geosynthetic products on the market, such as flexible geo-membranes, geotextile fabrics, drainage and stabilization products, and geosynthetic clay liners. In addition, our staff has worked with many different soils, both processed and unprocessed, to meet whatever design criteria has been specified. Our knowledge of required CQA elements, as well as related design aspects, is therefore paramount to our past and future success in this highly specialized field.



The remaining sections of this document highlight several projects where SCS has performed CQA services of the type your facility may need in the future. However, if there is but one message this document strives to send, it is that SCS's engineers are landfill engineers.

ELEMENTS OF CONSTRUCTION ENGINEERING

Construction engineering at SCS includes resident engineering, construction oversight, owner's representative services, quality assurance, and third-party certification of landfill construction. These services focus on protecting the owner's interests by monitoring construction for compliance with project requirements and good engineering practices.

Major responsibilities of a construction engineer can be to provide:

- Value engineering.
- Constructability review.
- Construction administration.
- Quality assurance (QA) and quality control (QC).
- Shop drawing review.
- Third-party certification and documentation.

Construction engineering services may also include any or all of the following:

- Visual observations (full-time to part-time).
- Coordination with regulatory agency staff.
- Participation in progress meetings.
- Development of construction schedules and budgets.
- Change order review, assessment, and negotiation.
- Review of payment requests.
- Troubleshooting and problem solving.

Construction engineering is not intended to replace the construction manager or the design engineer. A construction engineer functions as an independent third party who works for the owner to make sure the owner's interests are being protected throughout the design and construction process.

In summary, an SCS construction engineer protects the owner's interests by assuring that the work complies with the contract documents, is in accordance with regulations and industry standards, and is of good value. SCS, along with subconsultants Leighton Consulting and Pinnacle Land Surveying, can offer a range of CM services to the County for the following types of projects:

- Landfill liners.
- Landfill geosynthetic and soil covers.
- Landfill gas systems.
- Landfill civil engineering projects such as access and drainage construction.
- Groundwater barriers such as slurry walls.
- Special projects involving material reuse.
- Clean closure and site stabilization.



Project Examples

SCS Engineers--

Construction Management at Chiquita Canyon Landfill

SCS (Robert Johnson) was retained by Republic Services of California, LLC, as the construction manager for a liner tear remediation project in the D Canyon. This project will involve removal of approximately 40,000 cubic yards of refuse to expose areas of torn HDPE liner. As construction manager, SCS will supervise activities involving CQA, odor control, and the work of various subcontractors. The project is scheduled to begin construction in late March 2007.

CIWMB Closed Landfill Project

In July 2006, SCS was contracted to perform environmental site investigations at solid waste disposal sites throughout California. This project is part of the Solid Waste Disposal and Codisposal Site Cleanup Program developed by the California Integrated Waste Management Board (CIWMB). The program was enacted to mitigate threats to public health and safety and to the environment at solid waste disposal and co-disposal sites, where responsible parties either cannot be identified or are unable or unwilling to finance timely remediation. Specific tasks undertaken to date by SCS include site surveys (topographic, aerial, and boundary); site investigation activities (sampling and analysis of waste, hazardous waste characterization, and depth of refuse determination); engineering design support (grading design, erosion control design, and landfill cover design); geotechnical investigations (sampling, analyzing, and material classification); preparation of site-specific remediation plans; permitting associated with remediation and reuse of property; CM and CQA services; and preparation and coordination of community outreach programs.

Construction Management and CQA at Eastern Regional Landfill, Cochise County, Arizona

SCS was retained by Cochise County to provide construction quality assurance for the construction of an 8-acre Subtitle D base lining system at the landfill, following design and permitting of the cell, stormwater channels, stormwater retention basin, riprap erosion control, and a leachate evaporation pond (LEP). SCS's activities included monitored mass excavation and soil segregation of approximately 80,000 cubic yards of material; placement, compaction, and testing of 25,000 cubic yards of compacted clay liner material within the cell development area and the LEP; placement and testing of 60-mil HDPE geomembrane, geonet, and geotextile materials within the Cell and LEP; excavation and construction of a stormwater control channel and a 3-acre stormwater retention basin; and placement of riprap in critical channel locations and at two letdown structures into the retention basin. We also provided daily CQA monitoring, directed progress meetings, reviewed contractor submittals, prepared design revisions, reviewed contractor invoices, and provided the County with recommendation for partial/full payment. SCS also prepared a Construction Documentation Report.

SCS ENGINEERS

Engineering, Monitoring, and Permitting Services at Potrero Hills, West County, and Vasco Road Landfills

Republic Services owns and operates three landfills in the San Francisco Bay area. SCS provides a variety of engineering, monitoring, construction, operation and maintenance, and permitting services. Work has included:

- Preparation of airspace capacity, site life, and capital expenditure estimates as part of year 2005 budgetary forecasts; and preparation of plans, specifications, and bid documents for construction of a new 10-acre composite-lined waste cell, constructed in year 2005 (Potrero Hills).
- Preparation of design plans and specifications and provide construction oversight for landfill gas collection system upgrades at the three sites (2004).
- Development of project specifications (bid documents) for groundwater, leachate, and surface water monitoring at the three landfills.
- Preparation of Title V permit applications for the three landfills, for submittal to the Bay Area AQMD.
- Construction observation for a new 17-acre waste cell at Vasco Road (2003).
- Landfill gas system operation, monitoring, and maintenance, including compliance testing at 15 perimeter migration probes (three sites).

PERSONNEL

Robert D. Johnson, P.E., will provide the services requested by the County. He will provide civil engineering and construction engineering support for this project. Mr. Johnson serves as a project manager and project engineer for solid waste projects on solid waste sites in the United States and overseas. With actual hands-on operating experience, he served as General Manager for landfill operations for a private waste management firm at multiple solid waste sites in Central and Southern California. He was also the construction project manager for a private waste management firm for the reclamation and remediation of illegal dumpsites under contract with the State of California. Mr. Johnson has extensive experience as a consultant in solid waste and public works in Southern California. He offers over 25 years of progressively responsible experience in general management, professional civil engineering, civil engineering design, and project management.

PROPOSED SERVICES

The objectives of the proposed project are to provide CM services for the construction of the Foxen Canyon Landfill Final Closure on a limited basis, working in close coordination with the County and the County's contractor.



SCOPE OF WORK

1. SCS will provide a professional engineer manager to manage the construction project by acting as County liaison to the Contractor for management of day-to-day issues, changes of scope, review of change orders and invoices, and supervision of other County vendors and consultants involved in the project.
2. The SCS manager will schedule and conduct the pre-construction conference for the project. All subcontractors, vendors, and affected County personnel will be invited to attend.
3. The SCS manager will provide weekly project coordination services such as review of submittals, test results, contractors daily extra work requests, prepare change orders, supervise activities of project-related County vendors and staff, prepare project dairies and photographic documentation, and maintain a set of construction drawings on site to be used as the basis of the record drawings for the project report.
4. The SCS manager will provide weekly observation and conduct the weekly site meeting for the duration of the project. We anticipate that the SCS manager would be on site for 1 to 1½ days per week.
5. The SCS manager will conduct a job walk for final punch list near the conclusion of the work leaving time for correction by the contractor while the majority of his equipment is still on the project site.
6. SCS will prepare a non-CQA construction report by assembling documents such as daily project reports, material testing results, photographic records, submittal, warranties, incident reports and other correspondence prepared by GeoSyntec and the County. This report will be submitted to the County for their records.

The following work scope items will be accomplished by the County or one of their vendors:

1. County will provide a project manager on a limited site basis to enforce County contract requirements and process change orders and contractor's requests for payment within the county administrative structure. The County project manager will act as liaison to adjoining property owners, other county departments, and regulators (i.e. air quality district, LEA, CIWMB and RWQCB).
2. As this project is a monolithic cover placement (i.e., evapo-transpirative or "ET" layer), a separate consultant (Geosyntec Consultants) will be hired by the County to provide cover placement oversight and soil testing for construction quality assurance (CQA). Geosyntec Associates will prepare the final CQA report for this project. The SCS manager will provide administration and overview of Geosyntec's field personnel as County liaison.
3. County will provide construction survey or will retain a licensed land surveyor to provide the services for this project. The SCS manager will administer the assignments as County liaison.



4. GeoSyntec will provide materials testing or will retain a certified materials testing laboratory to provide the services for this project. The SCS manager will administer the assignments as County liaison.
5. County will retain a separate consultant, GeoSyntec Consultants, to provide an inspector to overview civil and site improvements relating to the project that are non-CQA related, such as drainage systems, retaining walls, paving, erosion controls and fencing.

SCHEDULE

County staff has provided SCS with a construction schedule identifying a construction start in late March (weather permitting) for a 28-week duration to coincide with a completion in early September 2007. This schedule gives a buffer to the County of approximately 1½ months to conclude and winterize the project prior to the 2007-2008 rainfall season.

FEE

Based on our current understanding of the scope of services, SCS proposes a fee of \$98,380 for the proposed services. Attachment A provides a breakdown for these fees.



Santa Barbara County
 Foxen Canyon Landfill - Santa Ynez
 Phase 2 Closure - Construction Management

- Task 1 - Construction Management
- Task 1.1 - Preconstruction conference
- Task 1.2 - Weekly site meetings and observation (24 weeks); function as owner's representative
- Task 1.3 - Weekly project coordination (28 weeks); coordination; review submittals, invoices, & change orders; liaison
- Task 1.4 - Final inspection/prepare punch list
- Task 1.5 - Final report including record drawings

	Hours By Task No.											Total	Rate (\$/Hr)	Amount(\$)	
	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10	1.11				1.12
Principal													0	225	0
Project Director	8	252	112	0	8								8	190	1,520
Senior Technical Manager													380	170	64,600
Project Manager													0	150	0
Senior Professional		36	32		12								80	130	10,400
Project Professional			8		12								20	110	2,200
Staff Professional													0	90	0
Designer													0	75	0
CAD/Administrative	2		72	4	24								102	65	6,630
Subtotals (Hrs)	10	288	228	4	60	0	0	0	0	0	0	0	590		\$85,350
Labor Cost Per Task (\$)	1490	47520	29520	260	6560	0	0	0	0	0	0	0			

	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.1	1.11	1.12	Total	Unit	Cost Amount (\$)	
Subcontractors:													0	0	1	0
Driller (\$)													0	0	1	0
Surveyor (\$)																
Travel:																
Auto Mileage (Miles)	350	8400		350									9100	0.55	5,005	
Airfare - Rnd Trips													0	500	0	
Rental Car (days)													0	50	0	
Per Diem (days)	1	24		2									27	200	5,400	
Repro & Blueprints (\$)					375								375	1	375	
Postage/Freight (\$)					50								50	1	50	
Telephone (\$)													0	1	0	
Permit Fees (\$)													0	1	0	
Equipment (\$)													0	55	0	
Drilling (\$)													0	1	0	
Misc. Supplies (\$)		500											500	1	500	
Total ODC Per Task (\$)	451	11408	0	681	489	0	0	0	0	0	0	0			11330	
Total Cost Per Task (\$)	1941	58928	29520	941	7049	0	0	0	0	0	0	0			1700	
													TASK 1 TOTAL		\$98,380	

EXHIBIT B

PAYMENT ARRANGEMENTS

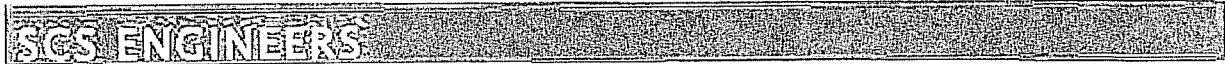
Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **137,004**.
- 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- 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.

Environmental Consultants

3900 Kilroy Airport Way
Suite 100
Long Beach, CA 90806-6816

562 426-9544
FAX 562 427-0805
www.scsengineers.com



FEE SCHEDULE
(Effective July 1, 2006 through June 30, 2007)

	<u>Rate/Hour</u>
Principal.....	\$225
Project Director.....	190
Senior Project/Technical Manager.....	170
Project Manager.....	150
Certified Industrial Hygienist.....	150
Senior Project Professional.....	130
Project Professional.....	110
Construction Superintendent.....	120
Staff Professional.....	90
Project Administrator.....	80
Senior Engineering Technician.....	75
Designer/Drafter.....	75
Administrative/Secretarial.....	65
Technician.....	65

General Terms

1. Rates for principals of the firm may be negotiated on a project-specific basis.
2. Scheduled rates are effective through June 30, 2007. Work performed thereafter is subject to a new Fee Schedule.
3. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, and for job-related employee travel and subsistence, reproduction, telephone, equipment, and supplies are billed at actual cost plus a 15 percent administrative fee.
4. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed plus a 15% administrative fee. Company trucks are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 100 miles per job per day; a \$0.25 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
5. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
7. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.



Santa Barbara County
 Foxen Canyon Landfill - Santa Ynez
 Phase 2 Closure - Construction Management

- Task 1 - Construction Management
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	Hours By Task No.											Total	Rate (\$/Hr)	Amount(\$)	
	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10	1.11				1.12
Principal													0	225	0
Project Director			4	4									8	190	1,520
Senior Technical Manager	8	252	112	0	8								380	170	64,600
Project Manager													0	150	0
Senior Professional		36	32		12								80	130	10,400
Project Professional			8	12									20	110	2,200
Staff Professional													0	90	0
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CAD/Administrative	2		72	4	24								102	65	6,630
Subtotals (Hrs)	10	288	228	4	60	0	0	0	0	0	0	0	590		\$85,350
Labor Cost Per Task (\$)	1490	47520	29520	260	6560	0	0	0	0	0	0	0			

	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	1.10	1.11	1.12	Total	Unit	Cost Amount (\$)
OTHER DIRECT COSTS															

Subcontractors:															
Driller (\$)													0	1	0
Surveyor (\$)													0	1	0
Travel:															
Auto Mileage (Miles)	350	8400		350									9100	0.55	5,005
Airfare - Rnd Trips													0	500	0
Rental Car (days)													0	50	0
Per Diem (days)	1	24		2									27	200	5,400
Repro & Blueprints (\$)					375								375	1	375
Postage/Freight (\$)					50								50	1	50
Telephone (\$)													0	1	0
Permit Fees (\$)													0	1	0
Equipment (\$)													0	55	0
Drilling (\$)													0	1	0
Misc. Supplies (\$)		500											500	1	500

Total ODC Per Task (\$)	451	11408	0	681	489	0	0	0	0	0	0	0			11330
Total Cost Per Task (\$)	1941	58928	29520	941	7049	0	0	0	0	0	0	0		0.15	1700
TASK 1 TOTAL															\$98,380

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

Page 1 of 3

DATE
12/19/2006

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	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	NAIC#
INSURED SCS Engineers SCS Field Services SCS Energy 3900 Kilroy Airport Way #100 Long Beach, CA 90806-6816	INSURER A: Zurich American Insurance Company	27855-700
	INSURER B: Zurich American Insurance Company	27855-001
	INSURER C: Steadfast Insurance Company	26387-900
	INSURER D: Zurich-American Insurance Company	27855-003
	INSURER E: Steadfast Insurance Company	26387-001

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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0804440412	3/31/2006	3/31/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO	BAP804440512	3/31/2006	3/31/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	SEO804440612	3/31/2006	3/31/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AOS WC543484102	4/1/2006	4/1/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Professional Liability Pollution Liability	PEC793000012	3/31/2006	3/31/2007	\$5,000,000 Each Claim \$5,000,000. Aggregate \$ 50,000. Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Workers Compensation Coverage: The Proprietor/ Partners/Executive Officers are Included

The Certificate Holder is named as Additional Insured under the General Liability coverage per the attached endorsement and the Automobile Liability per policy form. This insurance is Primary per the policy form.

Severability of Interest applies to the General Liability per the policy form.

CERTIFICATE HOLDER

CANCELLATION Except 10 Days Non Payment of Premium

County of Santa Barbara, Public Works Dept.
 Attn: Mr. John Pet
 130 E. Victoria Street, Suite 100
 Santa Barbara, CA 93101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT ~~WHICH IS THE INSURER'S OBLIGATION~~ ~~WHICH IS THE INSURER'S OBLIGATION~~ ~~WHICH IS THE INSURER'S OBLIGATION~~
 AUTHORIZED REPRESENTATIVE

Michael Robert SPT

<p>PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191</p>	<p>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.</p>	
<p>INSURED SCS Engineers SCS Field Services SCS Energy 3900 Kilroy Airport Way #100 Long Beach, CA 90806-6816</p>	<p>INSURERS AFFORDING COVERAGE</p>	<p>NAIC#</p>
	<p>INSURERA: Zurich American Insurance Company</p>	<p>27855-700</p>
	<p>INSURERB: Zurich American Insurance Company</p>	<p>27855-001</p>
	<p>INSURERC: Steadfast Insurance Company</p>	<p>26387-900</p>
	<p>INSURERD: Zurich-American Insurance Company</p>	<p>27855-003</p>
	<p>INSURERE: Steadfast Insurance Company</p>	<p>26387-001</p>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Job Description: Environmental consulting services - Phase II Construction Management -- Foxen Canyon Landfill Final Closure.
 Location: Foxen Canyon Landfill, Santa Barbara, CA.

Additional Insured includes: Santa Barbara County Public Works, Solid Waste Division.

A Waiver of Subrogation applies to the General Liability coverage per the attached endorsement.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Additional Insured – Automatic – Owners, Lessees Or Contractors – Broad Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GL0804440412	3/31/2006	3/31/2007			\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to additional insureds applies only to “bodily injury”, “property damage” or “personal and advertising injury” covered under **Section I, Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage B, PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The “bodily injury” or “property damage” results from your negligence; and
 2. The “bodily injury”, “property damage” or “personal and advertising injury” results directly from:
 - a. Your ongoing operations; or
 - b. “Your work” completed as included in the “products-completed operations hazard”, performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
1. “Bodily injury”, “property damage” or “personal and advertising injury” that results solely from negligence of the additional insured; or

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

POLICY NUMBER: GL0804440412
INSURED: SCS Engineers

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Persons or Organization:

County of Santa Barbara, Public Works Dept.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.