

FIRST AMENDMENT TO AGREEMENT

Tulare County Agreement Number 22809 is amended on _____ day of _____, 2009, between the COUNTY OF TULARE, referred to as COUNTY, and SHAW ENVIRONMENTAL, INCORPORATED, referred to as CONSULTANT, with reference to the following:

A. County and Consultant entered into an Agreement on July 11, 2006, for CONSULTANT to design an expansion and closure of the existing landfill, perform a liner performance demonstration project, prepare a report of waste discharge and provide independent third party construction quality assurance (CQA) services and related certification reports for the Woodville Solid Waste Disposal Site in the amount of \$414,255.00.

B. Because of the need to expand the original contracted scope of work, COUNTY and CONSULTANT now desire to increase the original contract amount to \$678,125.00

C. COUNTY and CONSULTANT now desire to extend the agreement to December 31, 2017.

D. This amendment shall become effective July 1, 2009.

ACCORDINGLY, IT IS AGREED:

1. Effective July 1, 2009 Exhibit A is amended to include the attached three (3) pages titled "WOODVILLE LANDFILL EXPANSION & CLOSURE, ADDITIONAL SCOPE OF WORK ITEMS".
2. Effective July 1, 2009 the first paragraph of Section 3 of Tulare County Agreement No. 22809 is substituted in its entirety with the following:

TULARE COUNTY AGREEMENT NO. _____

3. **COST OF SERVICES AND METHOD OF PAYMENT:** The maximum compensation CONSULTANT shall receive from COUNTY for the services required under Exhibit A and Exhibit B of this Agreement, including those of any subconsultants and/or subcontractors shall not exceed \$678,125.00, unless additional work is agreed to by COUNTY in writing. This compensation shall include all reasonable expenses which CONSULTANT and its subconsultants and/or subcontractors may incur in providing the services required under this Agreement.

3. Effective July 1, 2009 Section 4 is substituted in its entirety with the following:

4. **TERM:** This Agreement shall commence on July 11, 2006, and shall expire on December 31, 2017, or until all work, including consulting services has been performed, whichever occurs first, unless sooner terminated pursuant to the terms of this Agreement.

4. Except as amended above, all other terms and conditions of said Agreement shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

BY _____
Chairman, Board of Supervisors

COUNTY

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the
Board of Supervisors of the County of Tulare

By _____
Deputy Clerk

SHAW ENVIRONMENTAL,
INCORPORATED

Date: _____

BY *Alan D. Harsak*
Title Vice President

Date: _____

BY *[Signature]*
Title Senior Vice President

CONSULTANT

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By *[Signature]* Date: 5/26/01
Deputy

EXHIBIT A

WOODVILLE LANDFILL EXPANSION & CLOSURE

ADDITIONAL SCOPE OF WORK ITEMS

Revise Final Grading Plan for Unit I

Because of the time required to permit, design, bid, and construct the planned expansion into Unit II, the County decided to assess increasing the height of Unit I without exceeding the current maximum elevation limitation of el. 371 ft MSL. A conceptual revised final fill plan for Unit I that generates about 1 million cubic yards of additional refuse capacity has been developed. Revising the Unit I final grades will have a ripple effect on several related documents and require additional analyses. The changes consist of:

- Updating and revising the Unit I, Area IA Partial Final Closure Plan and Postclosure Maintenance Plan to reflect closure of the entire Unit I area (Note: final closure plans can be submitted to the regulators 2 to 5 years before planned closure activities.)
- Updating and revising the current Preliminary Closure Plan and Postclosure Maintenance Plan to be submitted in support of the application for Unit II expansion
- Updating Unit I airspace and site life estimates for the Amended Joint Technical Document (JTD)
- Reviewing slope stability analysis for Unit I considering the revised final grades
- Revising surface water drainage design as required

Revise Unit II Base Grades

The design of the Unit II expansion into Phase II-A and about half of Phase II-B is currently about 90 percent complete. It was recently discovered that the facility's Environmental Impact Report (EIR) limits the maximum depth of excavation to el. 283 ft MSL. This limitation requires that the base grades in Unit II as currently designed be increased roughly 7 ft to comply with the EIR condition. The additional work associated with this change includes:

- Revising the base grading plans
- Revising airspace and site life calculations for Unit II
- Revising slope stability analysis to analyze the decreased depth of waste below adjacent existing grades

Consider Effects of Increasing Unit II Final Grades

Currently permitted Unit II final grades (el. 393 ft MSL) are limited by soil availability on County property. This situation could change in the future if the County purchases adjacent land that could be used for soil borrow. If the purchase is completed and additional soil becomes available, the final grades for Unit II could be increased. The County has requested Shaw to consider this possibility for the current Unit II design. The design elements affected are leachate collection and removal system pipe capacity, slope stability, and settlement. Each

EXHIBIT A

of these elements will be analyzed considering conceptual increased Unit II final grades. A Technical Memorandum suitable for internal distribution addressing each element will be developed.

Re-organize Bid Documents

The current bid package has been organized to include the partial final closure of Unit I and the lateral expansion into Phases II-A and a portion of II-B of Unit II. The timing for partial final closure of Unit I has changed due to the additional airspace gained by revising the Unit I final grades. However, the need to construct the Unit II expansion as soon as possible has not changed. Expansion into Unit II is scheduled for 2010. Therefore, the County has decided to split construction of the Unit II expansion from the Unit I partial final closure. Shaw will revise the current bid documents to reflect two separate construction contracts: one for the Unit II expansion and one for the Unit I final closure.

Adjust CQA Budget

The current contract was developed using the assumption that the construction of the Unit I partial closure and the partial Unit II expansion would occur in 2008 as one construction project. This will not be the case. As indicated above, construction of Unit II partial expansion is currently planned for 2010. The increased airspace in Unit I derived from the revised final grades delays the need for Unit I final closure construction to about 2013. In addition to the construction schedule, both the liner system and the final cover system assumed in developing the current CQA cost estimate have changed. The area of Unit I to receive final cover has increased. Also, because these projects are funded with public dollars, our construction quality assurance (CQA) monitors are subject to California prevailing wages, which increase annually.

We adjusted the current CQA budget considering these changes. Note, that as was the case with the original CQA budget, numerous assumptions have been made to develop our cost estimate, including construction duration and prevailing wage requirements in 2013 (scheduled increases through 2011 have been published). We have assumed that the CQA Monitor will be on-site for 60 days, 10 hrs. per day (assume 5, 10-hr. days per week), laboratory testing, associated field expenses, including per diem, completion report, and Engineer-of-Record supervision and support. The construction duration will largely be a function of the quality of the contractor selected by the County. The quality of the contractor and the ways and means they employ for the projects are outside of our control. We suggest including a liquidated damages clause in the construction contracts that protects the County from additional CQA costs caused by contractor delays or inefficiencies.

Install Lysimeters for Unit I Final Cover System

The RWQCB approval of the alternative final cover system requires installation of pan lysimeters below the final cover. The lysimeters allow a quantitative evaluation of the cover system performance over time. We do not know whether the RWQCB will require one lysimeter, as they did for the partial Unit I closure, or two lysimeters due to the larger area being closed (i.e. all of Unit I). Therefore, we have budgeted for installation of two (2) lysimeters below the Unit I final cover system.

EXHIBIT A

The work entails building the lysimeters using a redundant percolation monitoring system. We plan on using a basin with a float switch, tipping bucket, and a transducer to achieve three levels of redundancy, and two nests of water content sensors for each lysimeter. We will also install a small weather station. We have assumed that the general contractor for the cover system will install all required geosynthetics. The construction documents we develop for the final closure will reflect this.

We will use the services of Dr. Craig Benson, a noted expert on the design, construction, and monitoring of alternative final cover systems. We will supplement Dr. Benson with a Shaw engineer, Jeremy Baugh, who worked under Dr. Benson during his graduate studies at the University of Wisconsin at Madison.

Meetings and Project Oversight for Extended Contract Duration

Shaw's current contract with Tulare County expires on July 10, 2009. Our scope of services, which includes CQA services for the Unit II partial expansion and Unit I partial final closure and the additional scope items described in this proposal, will extend well into 2010 and beyond. Therefore, the County intends to extend Shaw's contract. There will be additional costs associated with project management and oversight, meetings, etc., associated with the contract extension.

ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE
08/29/2008

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378	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 Shaw Environmental & Infrastructure, Inc. Shaw Environmental, Inc. See Page 2 for List of Other Insureds 4171 Essen Lane Baton Rouge, LA 70809	INSURER A Zurich American Insurance Company	16535-006	
INSURER B:			
INSURER C:			
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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO386660703	9/1/2008	9/1/2009	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP386660403	9/1/2008	9/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC386660603 WC386700002	9/1/2008 9/1/2008	9/1/2009 9/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Shaw Environmental Inc., Project: Tulare County Woodville Landfill Site

CERTIFICATE HOLDER

County of Tulare
Attn: Scott Pfanstiel
5961 S. Mooney Blvd.
Visalia, CA 93277

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
[Signature]

Willis**CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE

08/29/2008

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		877-945-7378		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.	
INSURED Shaw Environmental & Infrastructure, Inc. Shaw Environmental, Inc. See Page 2 for List of Other Insureds 4171 Essen Lane Baton Rouge, LA 70809		INSURERS AFFORDING COVERAGE		NAIC#	
		INSURER A: Zurich American Insurance Company		16535-006	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**Named Insureds:**

The Shaw Group Inc.; Shaw International, Inc.; Stone & Webster, Inc.; Stone & Webster Construction, Inc.; B.F. Shaw, Inc.; Shaw Sunland Fabricators, Inc.; Shaw Global Energy Services, Inc.; Shaw SSS Fabricators, Inc.; Shaw Maintenance, Inc.; Shaw Constructors, Inc.; Shaw NAPTech, Inc.; Shaw Energy Delivery Services, Inc.; Shaw Field Services, Inc.; S&W Engineering NY, PC; Shaw Environmental, Inc.; Shaw Environmental and Infrastructure, Inc.; Shaw Coastal, Inc.; Shaw Beneco, Inc.; EMCON/OWT, Inc.; Shaw Infrastructure, Inc.; Stone & Webster Consultants, Limited; Stone & Webster Management Consultants, Inc. Shaw GBB, LLC., GBB Maintenance Company, Inc., GBB International, LLC

The Shaw Group Inc. and its majority owned subsidiaries are Named Insureds under the insurance policies listed on this Certificate. The above list is a representative list of the major subsidiaries of The Shaw Group Inc. and should not be considered complete.

Additional Insured Status:

The General Liability Automobile Liability, and Excess Liability policies include a Blanket Additional Insured endorsement. This endorsement confers additional insured status to persons and/or entities if specifically required by a written contract executed prior to a loss but only to the extent of the Named Insured's obligations to indemnify, defend and/or hold harmless as specified by the written contract, subject to policy limits or to the extent allowable by law, if less.

The General Liability and Automobile Liability, and Excess Liability policies grant coverage to "additional insureds" on a primary basis, subject to each policy's terms, conditions and exclusions, when required by contract executed prior to a loss.

Waiver of Subrogation:

The General Liability, Automobile Liability and Workers' Compensation policies, through blanket endorsements, automatically waive the rights of subrogation, where allowable by law, possessed by the insurer against any person and/or entity to the extent that the Insured had, prior to a claim, a written contract to waive such rights.

Additional Insured: County of Tulare, Its Officers, Agents, Employees and Volunteers, individually and collectively.

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE
08/29/2008

PRODUCER

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

877-

INSURED

Shaw Environmental & Infrastructure,
Shaw Environmental, Inc.
See Page 2 for List of Other Insureds
4171 Essen Lane
Baton Rouge, LA 70809

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INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Lexington Insurance Company

19437-002

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH: ER F.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability Claims Made	0867234	9/1/2008	9/1/2009	\$1,000,000 Limit

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

Shaw Environmental Inc., Project: Tulare County Woodville Landfill Site

See attached:

CERTIFICATE HOLDER

County of Tulare
Attn: Scott Pfanstiel
5961 S. Mooney Blvd.
Visalia, CA 93277

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AUTHORIZED REPRESENTATIVE

Willis**CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE
08/29/2008

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.		
INSURED Shaw Environmental & Infrastructure, Inc. Shaw Environmental, Inc. See Page 2 for List of Other Insureds 4171 Essen Lane Baton Rouge, LA 70809		INSURERS AFFORDING COVERAGE		NAIC#
		INSURFRA: Lexington Insurance Company		19437-002
		INSURERB:		
		INSURERC:		
		INSURERD:		
		INSURERE:		

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

Pollution Liability
Carrier: American International Specialty Lines Insurance Co
Policy No: 6694572 Term: 9/1/08 to 9/1/09
Limit: \$1,000,000 Each Claim \$1,000,000 Annual Aggregate
Claims made

Named Insureds:

The Shaw Group Inc.; Shaw International, Inc.; Stone & Webster, Inc.; Stone & Webster Construction, Inc.; B.F. Shaw, Inc.; Shaw Sunland Fabricators, Inc.; Shaw Global Energy Services, Inc.; Shaw SSS Fabricators, Inc.; Shaw Maintenance, Inc.; Shaw Constructors, Inc.; Shaw NAPTech, Inc.; Shaw Energy Delivery Services, Inc.; Shaw Field Services, Inc.; S&W Engineering NY, PC; Shaw Environmental, Inc.; Shaw Environmental and Infrastructure, Inc.; Shaw Coastal, Inc.; Shaw Beneco, Inc.; EMCON/OWT, Inc.; Shaw Infrastructure, Inc.; Stone & Webster Consultants, Limited; Stone & Webster Management Consultants, Inc. Shaw GBB, LLC., GBB Maintenance Company, Inc., GBB International, LLC

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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.