

AGREEMENT FOR REMEDIATION DESIGN AND MANAGEMENT

This "Agreement for Remediation Design and Management" made this ____ day of _____, 20____, by and between the Orlando Gasification Plant Site Group ("Client"), by and through its constituent members (Duke Energy Florida, Inc. formerly Florida Power Corporation, Atlanta Gas Light Company, Continental Holdings, Inc., and the City of Orlando, collectively referred to as the "Members") and Geosyntec Consultants, Inc. ("Remediation Manager") as follows:

WHEREAS, Client expects to be conducting a remediation of the Orlando Gasification Plant Site (the "Site"), as more particularly described elsewhere; and

WHEREAS, Client has determined that it is beneficial to retain the services of an experienced firm to design the remediation measures and manage the remediation process; and

WHEREAS, Remediation Manager has assured Client that it is knowledgeable and experienced in designing the remediation measures and managing remediation projects of the type called for at the Site, and that it is ready, willing, and able to conduct such design and management tasks; and

WHEREAS, Remediation Manager has responded to Client's Request for Information (dated November 25, 2013) through a "Remedial Design and Construction Oversight Proposal" (dated December 20, 2013) ("the Proposal"), in which Remediation Manager has further assured Client of its capabilities, experience, and intentions regarding the proposed remediation; and

WHEREAS, on the basis of these assurances by Remediation Manager, Client has determined that it is willing to retain Remediation Manager to design the remediation measures and manage the remediation process according to the terms and conditions expressed herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meaning stated:

"Additional Services." Defined in paragraph 2.8.2.

"Amended Services." Defined in paragraph 2.8.1.

"Certificate for Payment." Remediation Manager's transmittal, made in accordance with paragraph 2.5.10.

“Certify” or “certification.” A professional opinion by Remediation Manager.

"Client" or "Orlando Gasification Plant Site Group." The entities, individually and collectively, consisting of Duke Energy Florida, Inc., Atlanta Gas Light Company, Continental Holdings, Inc., and the City of Orlando.

"Client Representative." Defined in paragraph 3.2.

“Consent Decree” means that certain consent decree as entered into among the members and the U.S. Environmental Protection Agency, as entered by the court. A copy of the Consent Decree will be provided to Remediation Manager.

"Contract Documents." The set of documents provided to the Remediation Manager and identified as "Contract Documents," which includes but is not limited to this Agreement, the Proposal, and all documents identified in Exhibit "A." The Contract Documents also include all amendments, modifications, change orders, and change directives issued after the Effective Date of this Agreement. The Contract Documents are complementary and what is required by one shall be binding as if required by all. Unless otherwise stated in the Contract Documents, words that have recognized technical, or environmental remediation, or construction industry meaning, are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict, discrepancy, or ambiguity between Contract Documents, the following order of precedence shall govern and control: (1) Subsequent amendments to the Contract Documents; (2) the Agreement; (3) the Regulatory Requirements; (4) other Contract Documents. Without limiting the generality of the foregoing, the Proposal shall be deemed to be an "other Contract Document" within category (4) above, and any discrepancy between the Proposal and the Contract Documents in the other three categories shall be resolved as set forth in this paragraph.

"Contract Price." The total cost of the Services including Direct Personnel Expenses and Reimbursable Expenses.

"Contractors." Those persons or companies under contract to perform some or all of the Work, including any and all subcontractors.

"Direct Personnel Expenses." Defined in paragraph 4.1.1.

"Disputed Items." Defined in paragraph 4.1.5.1.

"Effective Date." The date of this Agreement as written above.

"Escrow Agent." Defined in paragraph 4.1.5, such agent as the Orlando Gasification Plant Site Group may hereafter designate.

"Executive Sponsor." Defined in paragraph 7.1.

"Members." The individual parties who together constitute the Orlando Gasification Plant Site Group, as referred to in the introductory text to this Agreement.

"Project." The Work, the Services, and all additional activities necessary or appropriate to accomplish the purposes of this Agreement.

"Project Budget." Remediation Manager's estimate of the total cost of completing the Project prepared on a preliminary basis pursuant to paragraph 2.4.1.3 and updated regularly and as required pursuant to paragraph 2.5.6.

"Project Log." Defined in paragraph 2.5.2.

"Project Manager." Defined in paragraph 2.3.

"Project Schedule." Remediation Manager's written schedule prepared initially as called for in paragraphs 2.4.5.7 and 2.4.9, and thereafter revised and submitted as required by this Agreement, including as called for in paragraph 2.5.5.

"Proposal" means the "Remedial Design and Construction Oversight Proposal" (dated December 20, 2013) prepared by and referenced in the recitals above.

"Regulatory Agency(cies)." All federal, state, and local agencies having jurisdiction over the Site or the Work.

"Regulatory Requirements." All requirements applicable to the Project relating to or arising from orders or decrees issued by Regulatory Agencies, submittals to or requirements received from Regulatory Agencies, binding plans, specifications, or drawings that govern the remediation of the Site, or federal, state, or local laws or regulations governing the Work. The term is intended to be interpreted broadly to encompass every legal requirement of any kind whatsoever that applies to Work at the Site and with respect to which Client looks to Remediation Manager to assure compliance as included within the Services.

"Reimbursable Expenses." Defined in paragraph 4.1.2.

"Services." Defined in Section 2 of this Agreement.

"Site." Those areas where hazardous substances were disposed of or have come to be located. To the extent the term is defined in the Regulatory Requirements, that definition shall apply. Generally the Site means the area on and in the vicinity of the former Orlando Gasification Plant located at 400 West Robinson Street, Orlando, Florida.

"Work." All remediation activities as required by or associated with the Regulatory Requirements or the Contract Documents, including, but not limited to: soil excavation, in-situ stabilization, transportation, and disposal; groundwater treatment and monitoring; and all other activities of a similar nature; and all other activities ancillary, necessary, or appropriate thereto.

2. The Services.

2.1 The Remediation Manager shall provide those services as set forth in this Section including but not limited to paragraphs 2.4 through 2.7 of this Agreement, as well as other services, if any, added in accordance with paragraph 2.8 of this Agreement. All such services are

hereafter referred to as "the Services." In performing the Services, the Remediation Manager is an independent contractor and shall not be deemed, nor shall the Remediation Manager hold itself out to be, an agent or representative of Client.

2.2 The Remediation Manager shall provide sufficient personnel, equipment, and facilities to carry out the Services in an expeditious and economical manner. The Remediation Manager may not employ subcontractors to perform the Services except as such subcontractors are listed on the attached Exhibit "B" or otherwise approved by Client in writing hereafter.

2.3 Remediation Manager shall designate an authorized representative to act on Remediation Manager's behalf with respect to the Project (the "Project Manager"). In addition, the persons listed in this paragraph 2.3 are designated as "Key Personnel." The Parties acknowledge and agree that these Key Personnel are essential to Remediation Manager's performance under this Agreement. Remediation Manager shall use reasonable efforts to retain these Key Personnel during the term of this Agreement. Remediation Manager shall not replace any of these named individuals in connection with provision of the Services without the prior written consent of Client. Key Personnel:

Jim Langenbach (Project Manager)
Dan Bodine (Technical Advisor)
Dave Riotte (Design Engineer)
Dan Schauer (Field/Construction Manager)
Duane Graves (Treatability Testing).

2.4 Pre-Remediation Phase. The services will be guided by the Statement of Work as it exists in the Consent Decree. The following tasks are intended to guide and supplement the requirements of the Statement of Work. In the event of any conflict between our Section 2.4 and the Statement of Work as it exists in the Consent Decree, Remediation Manager will promptly identify the discrepancy to client and the parties will resolve the difference as appropriate.

2.4.1 Project Planning.

2.4.1.1 Remediation Manager shall collect and review existing available data and Regulatory Requirements regarding the Site. Specifically this will include the Record of Decision ("ROD") for Operable Unit 1 ("OU1"), OU1 Feasibility Study ("FS"), OU1 Remedial Investigation ("RI"), and other available data related to the Site. This information will be used to identify additional data needed for implementation of the Remedial Design ("RD") and Remedial Action ("RA").

2.4.1.2 If so directed by Client, the Remediation Manager shall conduct a Site visit with Client and the United States Environmental Protection Agency ("EPA") during the Project planning phase to assist in developing a conceptual understanding of the RD/RA requirements for the Site. Information collected during this Site visit shall be used to plan the Project and determine the extent of additional data needed.

2.4.1.3 Project Budget. The Remediation Manager will prepare a preliminary Project Budget estimating the total cost of completing the Project tasks authorized by Client. The preliminary Project Budget will include, as separate line items, Remediation Manager's estimated Contract Price for performance of the Services and for each major component of or subcontract for performance of the Work. Where costs are dependent upon Client's selection of alternatives, the preliminary Project Budget shall indicate the approximate cost of those alternatives.

2.4.1.4 The Remediation Manager will attend meetings as requested by client and be prepared to discuss various remedial planning issues, which may include Project requirements, preliminary Project Budget, preliminary Project Schedule, Remediation Manager's evaluation of the relative feasibility of construction methods and alternative designs, materials, or methods; potential environmental issues that will require special attention during remediation; requirements for time, material, and labor, requirements for the procurement of special items; special issues that will need to be addressed for access; installation of wells, retaining features, dewatering, and related construction concerns; and all material factors related to remediation costs. Any meetings requested by Client in excess of those described in Task 10 of the Proposal will be deemed "Amended Services."

2.4.2 Remedial Design Work Plan.

2.4.2.1 The Remediation Manager shall prepare a RD Work Plan. The Work Plan will include a comprehensive description of the additional data collection and evaluation activities to be performed (if any), and the plans and specifications to be prepared. A comprehensive design management schedule for completion of each major activity and submission of each deliverable will also be included.

2.4.2.2 The Work Plan will include the following:

(a) A statement of the problem(s) and potential problem(s) posed by the Site and the objectives of the RD/RA.

(b) A background summary consisting of the following:

(i) A brief description of the Site including the geographic location and hydrologic, geologic, demographic, ecological, and natural resource features, as applicable;

(ii) A brief synopsis of the history of the Site including a summary of past disposal practices and a description of previous responses that have been conducted by local, State, Federal, or private parties, as applicable;

(iii) A summary of existing data including physical and chemical characteristics of the contaminants identified and their distribution among the environmental media at the Site;

(iv) A list and detailed description of the tasks to be performed, information required for each task, information to be produced during and at the conclusion of each task, and a description of the work products that will be submitted to the EPA. The description shall include the deliverables described in the Consent Decree and Statement of Work (“SOW”) that is currently being negotiated between Client and EPA;

(v) A schedule with specific dates for completion of each required activity and submission of each deliverable required by the CD and the SOW. The schedule shall also include information regarding timing, initiation, and completion of critical path milestones for each activity and/or deliverable;

(vi) A Project Management Plan, including a Data Management Plan, and provision for monthly reports to EPA, and meetings and presentations to EPA at the conclusion of each major phase of the RD/RA. The Data Management Plan shall address the requirements for project management systems, including tracking, sorting, and retrieving the data along with an identification of the software to be used, minimum data requirements, data format and backup data management. The Plan will address both data management and document control for all activities to be conducted during the RD/RA; and

(vii) A description of the community relations support activities to be conducted during the RD. At Client’s request, the Remediation Manager may be asked to help prepare and disseminate information to the public regarding the RD work to be performed, which services will be deemed “Amended Services.”

2.4.2.3 Remediation Manager shall prepare the draft RD Work Plan and submit it to the Client for review. The Client will provide comments on the draft RD Work Plan and the Remediation Manager will address the comments. When the Client's comments have been addressed, the draft RD Work Plan will be sent to the Client for submission to the EPA. Deficiencies of the draft noted by the EPA (comments from the EPA) will be addressed and the final RD Work Plan will be prepared. Activities involved in addressing the EPA comments and preparing the final RD Work Plan will be completed on a not-to exceed base cost which will be negotiated at the time the comments are received from the EPA. The Parties expect that Client will provide a maximum of two rounds of comments on the draft RD Work Plan, and any additional rounds of comments will be deemed “Amended Services.”

2.4.3 Pre-Design and Investigation Testing Plan.

2.4.3.1 The Remediation Manager shall plan the necessary data gathering activities including sample collection, sample analysis, treatability tests, and pilot tests, in accordance with the data needs and pre-design tasks identified in the RD

Work Plan. The Remediation Manager shall prepare Pre-Design Investigation and Testing Plans that include:

(a) Design Sampling and Analysis Plan (DSAP).

The DSAP will describe how sample collection and analytical activities will be conducted in accordance with technically acceptable protocols and how the data generated will meet Data Quality Objectives (“DQOs”). The DSAP shall include a Quality Assurance Project Plan (“QAPP”) and a Field Sampling and Analysis Plan (“FSAP”). The FSAP shall define in detail the sampling and data-gathering methods that shall be used on the project. It shall include sampling objectives, sample location (horizontal and vertical) and frequency, sampling equipment and procedures, and sample handling and analysis. The FSAP shall be written so that a field sampling team unfamiliar with the Site would be able to gather the samples and field information required. The QAPP shall describe the project objectives and organization, functional activities, and quality assurance and quality control (“QA/QC”) protocols that shall be used to achieve the desired DQOs. The DQOs shall, at a minimum, reflect use of analytical methods for obtaining data of sufficient quality to meet National Contingency Plan (“NCP”) requirements as identified at 300.435 (b). In addition, the QAPP shall address personnel qualifications, sampling procedures, sample custody, analytical procedures, and data reduction, validation, and reporting. These procedures must be consistent with the Region IV Environmental Investigation Standard Operating Procedures and Quality Assurance Manual and the guidance specified in Section VIII of the Consent Decree.

The Remediation Manager shall include in the DSAP how each laboratory it may use is qualified to conduct the sampling specified in the FSAP and meets the requirements specified in the Quality Assurance, Sampling, and Data Analysis of the Consent Decree. Information to demonstrate that the laboratory is qualified to conduct the work, including information on personnel qualifications, equipment and material specification, and laboratory analyses of performance samples (blank and/or spike samples) are to be included in the report. The data packages shall be equivalent to those generated by the EPA Contract Laboratory Program (“CLP”).

The DSAP shall include an estimated cost for implementation of the FSAP.

(b) Pre-Construction Health and Safety Plan (“HASP”).

The Remediation Manager shall prepare a Pre-Construction HASP that would be in effect during all field activities prior to construction. The pre-construction HASP shall be prepared in conformance with the

Remediation Manager's health and safety program, and in compliance with OSHA regulations and protocols. The HASP shall include a health and safety risk analysis, a description of monitoring and personal protective equipment, medical monitoring, and provisions for site control.

(c) ISS Treatability Study Work Plan.

The Remediation Manager shall prepare an ISS Treatability Study Work Plan for the bench scale testing of in-situ source treatment and barrier wall technologies. The objectives of this bench-scale testing are to evaluate the overall cost-effectiveness of various mixtures and select an additive package that achieves performance objectives. The work plan will be consistent with *Guidance for Conducting Treatability Studies under CERCLA* (EPA/540/R-920/071a) and will contain treatability-specific QAPP procedures.

2.4.4 Implementation of the Field Sampling and Analysis Plan. The Remediation Manager shall implement the pre-remedial design field work in accordance with the EPA-approved FSAP.

2.4.5 Implementation of the ISS Treatability Study. The Remediation Manager shall implement the ISS Treatability Study in accordance with the EPA-approved ISS Treatability Study Work Plan.

2.4.6 Preliminary Design. The Remediation Manager shall prepare a draft Preliminary Design ("PD") to include the completion of approximately 60 percent of the design effort. At this stage, the Remediation Manager shall field verify, as necessary, the existing conditions of the Site. The technical requirements of the RA shall be described so that they may be reviewed to determine if the final design will provide an effective remedy. Supporting data and documentation shall be provided with the design documents defining the functional aspects of the project. In accordance with the design management schedule established in the approved RD Work Plan, the Preliminary Design shall consist of the elements described below, including the Project Delivery Strategy for the remedial action. The Project Delivery Strategy section will describe the overall process by which a Remedial Contractor will be selected, roles and responsibilities of various contractors, and how implementation of the remedy will be achieved. The draft PD will be submitted to the Client for review. The Client will provide comments on the draft PD and the Remediation Manager will address the comments. The Parties expect that Client will provide a maximum of two rounds of comments on the draft PD, and any additional rounds of comments will be deemed "Amended Services." When the Client's comments have been addressed, the draft PD will be sent to the Client for submission to the EPA. Deficiencies of the draft noted by the EPA (comments from the EPA) will be addressed in the Final Design. Activities involved in addressing the EPA comments and preparing the Final Design will be completed on a not-to exceed base cost which will be negotiated at the time the comments are received from the EPA. The draft PD will address the technical requirements of the remedial action and will incorporate all the elements required for the BOD plus the following elements as required in the Statement of Work.

2.4.6.1 Results of Data Acquisition Activities. Data gathered during the project planning phase shall be compiled, summarized, and submitted along with an analysis of the impact of the results on design activities. In addition, surveys conducted to establish topography, rights-of-way, easements, and utility lines will be documented. Utility requirements and acquisition of access through purchases or easements shall also be discussed.

2.4.6.2 Treatability Study Test Results and Conclusions. Following completion of the bench scale treatability study tests, the Remediation Manager shall document the performance of the technology. The test results shall indicate clearly the performance of the technologies compared with established Performance Standards. The documentation shall evaluate the treatment technologies' effectiveness, implementability, cost, and actual results as compared with predicted results. The documentation shall include an evaluation of full-scale application of technology, including an analysis identifying the key parameters affecting full scale operation. Should the evaluation indicate that one or more tested technologies will meet the Performance Standards, the test results and operating conditions shall be used in the detailed design of the selected remedy.

2.4.6.3 Design Criteria Report/Basis of Design. The concepts supporting the technical aspects of the design shall be defined in detail and presented in this report. Specifically, the Design Criteria Report shall include the preliminary design assumptions and parameters, including:

- (a) Waste characterization
- (b) Pretreatment requirements
- (c) Volume of each media requiring treatment
- (d) Treatment schemes (including all media and by products)
- (e) Input/output rates
- (f) Influent and effluent qualities
- (g) Materials and equipment
- (h) Performance Standards
- (i) Long term monitoring requirements
- (j) Utility relocation requirements

2.4.6.4 Draft Plans and Specifications. The Draft Plans and Specification shall include an outline of the required drawings, including preliminary sketches and layouts, describing conceptual aspects of the design, unit processes, etc. In

addition, an outline of the required specifications, including Performance Standards, shall be included. Each component of the remedy shall be addressed in the draft plans and specifications. Construction drawings shall reflect organization and clarity, and the scope of the technical specifications shall be outlined in a manner reflecting the final specifications.

2.4.6.5 Plan for Satisfying Permitting Requirements. All activities shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Any off-site disposal shall be in compliance with the policies stated in the Procedure for Planning and Implementing Off site Response Actions (Federal Register, Volume 50, Number 214, November, 1985, pages 45933 45937) and Federal Register, Volume 55, Number 46, March 8, 1990, page 8840, and the NCP, Section 300.440. The plan shall identify the off-site disposal/discharge permits that are required, the time required to process the permit applications, and a schedule for submittal of the permit applications.

2.4.6.6 Preliminary Design Analyses. The evaluations conducted to select the design approach shall be described. Design calculations might include: volume of soils excavated, volume of ISS, estimated swell from ISS activities, geotechnical calculations related to roadway and railroad tracks stability, etc.

2.4.6.7 Draft Construction Schedule. The Remediation Manager shall develop a Draft Construction Schedule for construction and implementation of the remedial action which identifies timing for initiation and completion of all critical path tasks. Dates for completion of the project and major milestones shall be specifically identified.

2.4.7 Bid Documents for Remedial Contractor Procurement. The Remediation Manager shall develop a bid package for the purpose of procuring a Remedial Contractor(s). The bid package shall include detailed specifications in Construction Specification Institute format for all activities related to the remedial action. As part of this bid, a list of specifications expected to be included in the bid package that will be utilized for Remedial Contractors shall be included.

2.4.8 Project Contracting.

2.4.8.1 The Remediation Manager shall advise Client on the division of the Project into individual contracts for various categories of Work. Client may select the Remedial Contractor(s) itself, or may call upon the Remediation Manager to assist in that process. If so requested by Client, the Remediation Manager will assist Client in the selection process of the Remedial Contractor(s) through one or more of the following tasks:

- (a) Preparation of recommended methods for soliciting bids or otherwise inviting participation by potential contractors, preparation of all necessary documentation necessary to accomplish such,

and proposal of methods for evaluating submissions and selection of contractors.

(b) Preparation of the Contract Documents for the Project as a whole and for each individual Contractor.

(c) Pre-qualification of all potential bidders and submission of the list of qualified potential bidders to Client.

(d) Establishment of bidding processes and schedules, conducting a pre-bid conferences and Site visits as appropriate, issuance of bid document packages to qualified potential bidders, and responding to questions from bidders.

(e) Evaluation and selection of Contractors, and recommendation of one or more Contractors.

2.4.8.2 Regardless of whether the Remediation Manager participates in the Remedial Contractor selection process, the Remediation Manager shall be responsible for the following tasks:

(a) Assurance that the award of the individual contracts is integrated and coherent, that all requirements of the Project have been assigned to and reflected in each scope of work, that the likelihood of disputes regarding scopes of work between and among Contractors has been minimized, and that the scopes of work reflect proper coordination to conduct the Project in an efficient and economical manner.

(b) Selection, retention, and coordination of the ancillary services of surveyors, consultants, laboratories, and similar specialists necessary or appropriate for Remediation Manager to perform the Services.

2.4.8.3. In the event Client elects to have Remediation Manager also act in the capacity of the prime contractor for the implementation of the remedial design, Remediation Manager shall be responsible for directly hiring the contractors to complete such construction. The additional scope of such services, charges, and schedules will be included as "Additional Services" as set forth in Section 2.8.2.

2.4.9 Groundwater Monitoring Plan. The Remediation Manager shall prepare a Short Term Groundwater Monitoring Plan ("GWMP") and a Long Term GWMP to address the short-term and long term groundwater monitoring requirements of the ROD. The GWMP will describe the frequency of sampling, the analytes to be included, the sampling and analytical methods to be implemented, the quality assurance procedures to be used, and the manner in which data will be presented. The GWMP will be written so that a field sampling team unfamiliar with the Site would be able to gather the samples and field information required. The GWMP will also provide for reevaluation of the groundwater natural attenuation model.

2.4.10 Project Schedule. As soon as practicable after the Contractors have been selected and retained, the Remediation Manager shall prepare a revised Project Schedule for Client's review and approval. In preparing this revised Project Schedule, the Remediation Manager shall obtain the approval of all major Contractors for those portions of the Project Schedule that involve those Contractors. The Remediation Manager shall pay particular attention to and highlight for Client Project Schedule items that are important "critical path" items or have particularly long lead times. The Project Schedule shall include appropriate phasing of activities, times of commencement and completion required of each Contractor, appropriate milestones and deadlines for actions with long lead times, and projected dates of Project completion and availability of properties within the Site for use and occupancy.

2.4.11 Pre-Final/Final Design.

2.4.11.1 The Remediation Manager shall work with the Remedial Contractor to prepare a Pre-final/Final Design. The Remediation Manager/Contractor shall prepare a memorandum accompanying the Final Design providing a comment by comment response indicating how the Agencies' comments on the PD were incorporated into the Final Design.

2.4.11.2 The draft Final Design will be submitted to the Client for review. The Client will provide comments on the draft Final Design and the Remediation Manager/Contractor will address the comments. The Parties expect that Client will provide a maximum of two rounds of comments on the draft Final Design, and any additional rounds of comments will be deemed "Amended Services." When the Client's comments have been addressed, the draft Final Design will be sent to the Client for submission to the EPA. Deficiencies of the draft noted by the EPA (comments from the EPA) will be addressed and a Final Design will be prepared. Activities involved in addressing the EPA comments and preparing the Final Design will be completed on a not-to-exceed cost basis which will be negotiated at the time the comments are received from the EPA.

2.4.11.3 All Final Design documents will be certified by a Professional Engineer registered in the State of Florida. EPA written approval of the Final Design is required prior to initiating the remedial action, unless specifically authorized by the EPA. The following items will be submitted with or as part of the Final Design:

(a) Complete design analyses: The selected design will be presented along with an analysis supporting the design approach. Design calculations will be included.

(b) Plans and specifications: A complete set of construction drawings and specifications will be prepared for the selected design.

(c) Construction schedule.

(d) Construction cost estimate: an estimate with a range of +15 percent to -10 percent of actual construction costs will be included.

(e) Construction Quality Assurance Project Plan (“CQAPP”).

2.4.11.4 Elements of the CQAPP are detailed in the following sections. The Remediation Manager shall develop and implement a Construction Quality Assurance Program to confirm, with a reasonable degree of certainty, that the completed RA meets or exceeds all design criteria, plans and specifications, and Performance Standards. The CQAPP will incorporate relevant provisions of the Performance Standards Verification Plan (see Task IV of the Statement of Work). At a minimum, the Construction Quality Assurance Project Plan shall include the following elements:

(a) A description of the quality control organization, including a chart showing lines of authority, identification of the members of the Independent Quality Assurance Team (“IQAT”), and acknowledgment that the IQAT will implement the control system for all aspects of the work specified and shall report to the Project Coordinator and EPA. The IQAT members shall be representatives from testing and inspection organizations and/or the Remediation Manager and shall be responsible for the Quality Assurance/Quality Control (“QA/QC”) of the RA. The members of the IQAT will have a good professional and ethical reputation, previous experience in the type of QA/QC activities to be implemented and demonstrated capability to perform the required activities. They shall also be independent of the construction contractor.

(b) The name, qualifications, duties, authorities, and responsibilities of each person assigned a QC function.

(c) A description of the observations and control testing that will be used to monitor the construction and/or installation of the components of the RA. This includes information that certifies that personnel and laboratories performing the tests are qualified and the equipment and procedures to be used comply with applicable standards. Any laboratories to be used shall be specified. Acceptance/rejection criteria and plans for implementing corrective measures shall be addressed.

(d) A schedule for managing submittals, testing, inspections, and any other QA function (including those of contractors, subcontractors, fabricators, suppliers, purchasing agents, etc.) that involve assuring quality workmanship, verifying compliance with the plans and specifications, or any other QC objectives. Inspections shall verify compliance with all Regulatory Requirements and include, but not be limited to, air quality and emissions monitoring records and waste disposal records, etc.

(e) Reporting procedures and reporting format for QA/QC activities including such items as daily summary reports, schedule of data

submissions, inspection data sheets, problem identification and corrective measures reports, evaluation reports, acceptance reports, and final documentation.

(f) A list of definable features of the work to be performed. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements.

2.4.11.5 The Remediation Manager, if so requested by Client, shall prepare all required drawings, specification, procedures, and other documents required to conduct the Work and comply with Regulatory Requirements. Notwithstanding the foregoing, with Client's consent, the Remediation Manager may delegate some or all of the task of preparing such documentation to the Contractors.

2.4.11.6 The Remediation Manager shall coordinate with and advise all Contractors or other persons preparing design documents for the remediation to assure that the design documents meet all applicable requirements as established during Pre-Remediation Review of paragraph 2.4.1, above. The Remediation Manager shall assure that all designs are mutually compatible. The Remediation Manager shall work with all persons preparing design documents whenever such documents indicate design features that would affect constructability, schedule, or cost. As the development of design documents progresses, the Remediation Manager shall update, at appropriate intervals, estimates of the Project Budget and Project Schedule.

2.4.11.7 Project Facilities. The Remediation Manager shall evaluate Project requirements for staging areas, areas for facilities and equipment, areas for decontamination, and similar requirements, and provide recommendations to Client regarding same.

2.4.12 Remediation Action Planning.

2.4.12.1 The Remediation Manager/Contractor shall prepare the following documents prior to implementation of the RA and concurrent with the submittal of the Final Design:

- (a) RA Work Plan
- (b) Construction Management Plan
- (c) Construction Quality Control Plan
- (d) Construction Health and Safety Plan/Contingency Plan

2.4.12.2 The RA Work Plan, Construction Management Plan, and Construction Quality Control Plan must be reviewed and approved by EPA and the Construction Health and Safety Plan/Contingency Plan must be reviewed by EPA.

2.4.12.3 Significant field changes to the RA as set forth in the RA Work Plan and Final Design shall not be undertaken without the approval of EPA. The RA shall be documented in enough detail to produce as-built construction drawings after the RA is complete. Requirements for the documents are summarized below.

2.4.12.4 RA Work Plan. The RA Work Plan will provide a detailed plan of action for completing the RA activities. The objective of this work plan is to provide for the safe and efficient completion of the RA. The RA Work Plan will be developed in conjunction with the Construction Management Plan, the Construction Quality Project Assurance Plan, the Groundwater Monitoring Plan and the Construction Health and Safety Plan/Contingency Plan, although each plan may be delivered under separate cover. The RA Work Plan will include a comprehensive description of the work to be performed and the Final Construction schedule for completion of each major activity and submission of each deliverable. Specifically, the Work Plan will present the following:

(a) A detailed description of the tasks to be performed and a description of the work products to be submitted to EPA.

(b) A schedule for completion of each required activity and submission of each deliverable required by this Consent Decree.

(c) A project management plan which will include a description of the roles and responsibilities of each member of the RA Team, and will provide for monthly reports to EPA and meetings and presentations to EPA at the conclusion of each major phase of the RA. The Remediation Manager will attend meetings between the EPA's Project Coordinator and the Client's Project Coordinator, at a minimum, on a quarterly basis, unless EPA determines that such meeting is unnecessary.

(d) Descriptions of the community relations support activities to be conducted during the RA. The Remediation Manager will assist the Client in preparing and disseminating information to the public regarding the RA work to be performed.

(e) A strategy for delivering the Project. The Remediation Manager will prepare a document to EPA for review and approval describing the strategy for delivering the Project. This document shall address the management approach for implementing the Remedial Action, including procurement methods and contracting strategy, phasing alternatives, and contractor and equipment availability concerns.

2.4.12.5 Construction Management Plan. The Construction Management Plan will indicate how the construction activities are to be implemented and coordinated with EPA during the RA. A RA Coordinator and its representative onsite during the RA will be designated and identified in the Construction Management Plan.

This plan will also identify other key project management personnel and lines of authority, and provide descriptions of the duties of the Key Personnel along with an organizational chart. In addition, a plan for the administration of construction changes and EPA review and approval of those changes shall be included.

2.4.12.6 Construction Quality Control Plan. A Construction Quality Control Plan (“CQCP”) will be prepared and implemented to confirm with a reasonable degree of certainty, that the completed RA meets or exceeds all design criteria, specifications, performance standards, regulations, and permit requirements. At a minimum, the CQCP shall include a description of duties of the key personnel and a discussion of operational practices, monitoring procedures, and documentation that will occur for the purposes of quality control.

2.4.12.7 Construction Health and Safety Plan/Contingency Plan. The Remediation Manager shall prepare a Construction Health and Safety Plan in conformance with the health and safety program for the Site, and in compliance with OSHA regulations and protocols. The Construction Health and Safety Plan will include a health and safety risk analysis, a description of monitoring and personal protective equipment, medical monitoring, and site control. EPA will review the document to confirm that all necessary elements are included, and that the plan provides for the protection of human health and the environment. In addition, the Remediation Manager shall prepare a Contingency Plan and incorporate air monitoring plans, and if determined by EPA to be applicable for the Site, Spill Control and Countermeasures Plans. The Contingency Plan is to be written for the onsite construction workers and the local affected population. It shall include the following items:

- (a) Name of person who will be responsible in the event of an emergency incident. The title, organization and position of the responsible person should be provided, in addition to an alternate person in the event the designated person is unavailable at the time of the emergency incident.
- (b) Plan for initial site safety indoctrination and training for all employees, name of the person who will give the training and the topics to be covered.
- (c) Plan and date for meeting with the local community, including local, state and federal agencies involved in the cleanup, as well as the local emergency squads and the local hospitals.
- (d) A list of the first aid and medical facilities including, location of first aid kits, names of personnel trained in first aid, a clearly marked map with the route to the nearest medical facility, all necessary emergency phone numbers conspicuously posted at the job site (i.e., fire, rescue, local hazardous material teams, National Emergency Response Team, etc.).

(e) Plans for protection of public and visitors to the job site.

(f) Air Monitoring Plan which incorporates the following requirements:

(i) Air monitoring shall be conducted on Site. Each Contractor will be responsible for monitoring the work zone. The chemical constituents that were identified during the Remedial Investigation shall serve as a basis for constituents to be monitored. Measurements shall be taken in the breathing zones of personnel and immediately upwind and downwind of the work areas. Personnel monitoring shall be conducted according to OSHA and NIOSH regulations and guidance.

(ii) Area Monitoring is expected to be performed by a third party separately engaged by Client and shall consist of continuous real-time monitoring performed immediately adjacent to any waste excavation areas, treatment areas, any other applicable areas when work is occurring and at the perimeter of the work areas. The plan describing Area Monitoring will be provided to Remediation Manager.

(g) Spill Control and Countermeasures Plan which will include the following: Contingency measures for potential spills and discharges from materials handling and/or transportation.

(i) A description of the methods, means, and facilities required to prevent contamination of soil, water, atmosphere, and uncontaminated structures, equipment, or material by spills or discharges.

(ii) A description of the equipment and personnel necessary to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage. This collected spill material must be properly disposed of.

(iii) A description of the equipment and personnel to perform decontamination measures that may be required for previously uncontaminated structures, equipment, or material.

(iv) Notification requirements to regulatory agencies in accordance with applicable Federal Clean Water Act requirements and applicable State of Florida requirements. The plan will also include provisions for notification of the Site Client representatives of the equipment and personnel to perform decontamination measures that may be required for previously uncontaminated structures, equipment, or material.

2.4.13 Permits and Approvals. The Remediation Manager shall identify all permits, authorizations, and approvals from federal, state, and local agencies and shall assist Client in obtaining all such permits and approvals necessary to complete the obtain or Project, except for such permits or approvals to be obtained directly by one or more Contractors.

2.4.14 Remediation Phase. The Services will be guided by the Statement of Work, as it exists in the Consent Decree. The following tasks are intended to guide and supplement the requirements of the Statement of Work. In the event of any conflict between our Section 2.4 and the Statement of Work as it exists in the Consent Decree, Remediation Manager will promptly identify the discrepancy to Client and the parties will resolve the difference as appropriate.

2.5 Contract Administration.

2.5.1 Contracting for Certain Aspects of Work. Client may elect to contract for certain aspects of the Work itself, or it may elect to have Remediation Manager enter into such contracts. Any contracts which Remediation Manager enters into for the Work must be reviewed and approved by Client, and must contain pass-through insurance and indemnity provisions protecting Client to the same degree as set forth below. The Remediation Manager shall administer the contracts for the Work on behalf of Client in accordance with the terms of those contracts and in accordance with the Project Schedule and the Project Budget.

2.5.1.1 The Remediation Manager shall coordinate the sequence of construction and allocate space, facilities, and equipment for Contractors performing work in accordance with the Contract Documents. The Remediation Manager shall assure the protection and security of all Client-purchased or -leased materials, systems, and equipment until such time as such materials are removed from or incorporated into the Project.

2.5.1.2 In consultation with the Client as necessary, the Remediation Manager shall receive and respond to all requests from Contractors for interpretation of the meaning and intent of the Contract Documents and shall resolve any questions that may arise in connection with such. All such interpretations and resolutions shall be recorded in the Project Log.

2.5.1.3 The Remediation Manager shall initiate as appropriate, and shall receive and review requests for, change orders, proposals for additional work, changes to specifications or drawings, and other changes to the Contract Documents. All such matters shall be timely submitted to the Client for review and approval.

2.5.1.4 The Remediation Manager shall receive and evaluate all claims by Contractors and shall then forward such claims to Client with Remediation Manager's recommended response to such claim.

2.5.1.5 The Remediation Manager shall receive and review all certificates of insurance, providing copies to Client and, as appropriate, the Regulatory Agencies and shall assume that insurance satisfies the requirements of each contact.

2.5.1.6 The Remediation Manager shall receive, review, and approve, all shop drawings, product data, samples, or other required Project submittals.

2.5.2 Project Log. The Remediation Manager shall maintain a Project Log, or a compilation of such logs from each Contractor, containing a daily record of weather, each Contractor's work on the Project, the number of persons present, equipment present, Work accomplished, problems encountered, and other similar relevant data. Remediation Manager shall provide regular status reports to client, not less than weekly, during periods of active construction.

2.5.3 Compliance Monitoring. Except for specific functions where Client elects to contract for certain compliance monitoring activities (such as air monitoring), the Remediation Manager shall conduct and maintain all monitoring necessary to establish and document compliance with all Regulatory Requirements. With approval of the Client, the Remediation Manager may subcontract components of this monitoring to approved Contractors.

2.5.4 Periodic Meetings. The Remediation Manager shall conduct periodic meetings at appropriate intervals not less frequently than weekly, among the Remediation Manager and the Contractors to discuss such matters as safety, compliance, schedule, cost, and coordination. The Remediation Manager shall prepare and maintain minutes of such meetings and shall distribute copies to Client and the Contractors. The Remediation Manager shall also attend Contractors' safety meetings Safety meetings shall occur with construction contractors on a daily basis.

2.5.5 Project Schedule Updates. The Remediation Manager shall update the Project Schedule monthly and whenever information indicates that a significant change in the Project Schedule is indicated. A copy of each such update will be provided to Client. Project schedules will be created in Microsoft Project or a compatible program. The updates to the Project Schedule shall indicate the resources expended and percentage complete on each task, the status of all milestones and critical path activities, the delivery and allocation of materials and equipment, the delivery of various design documents for review and approval, and appropriate measures of each Contractor's progress of its work. If an update to the Project Schedule indicates that the Work will not achieve milestones, or that critical path items have been delayed or not met, the Remediation Manager will evaluate the causes for such matters and prepare, in consultation with the Contractors, a written recommendation to Client for corrective measures.

2.5.6 Project Budget Updates. The Remediation Manager shall update the Project Budget, including the cash flows, at regular intervals and whenever information indicates that a significant change in the Project Budget is indicated. This update shall include expenses to date and a comparison to budgeted expenses through the then-current stage of work, forecasted remaining expenses in comparison to remaining budget, and if projected remaining expenses exceed the remaining budget, recommendations for corrective action and/or a change in budget to correct or account for the discrepancy. A copy of each such update will be provided to Client.

2.5.7 Project Records. The Remediation Manager shall maintain all necessary and appropriate records for the Project, including a complete set of all approved drawings, all specifications and other performance requirements, all contracts, all Regulatory Requirements, and every other document that in any way establishes requirements for the Work. In addition, the Remediation Manager will maintain accounting records showing authorized work performed and materials delivered and equipment purchased or leased. Records shall be maintained for a period of time not less than that specified by Regulatory Requirements.

2.5.8 Performance Monitoring. The Remediation Manager shall monitor the performance of each of the Contractors, using such observations and tests as are necessary or appropriate to assure that the requirements of each Contractor's contract are being satisfied. Upon written authorization from Client, the Remediation Manager shall have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents. If such monitoring indicates that the Contractor's requirements are not being met, the Remediation Manager shall reject the Work and shall direct the contractor to take appropriate corrective action, provided however that if deficiencies in the Contractor's work present substantial and imminent risks to persons, property, or the environment, or interfere with the work of other contractors, the Remediation Manager shall immediately issue a field order to stop work and shall notify the Client as soon as possible. The Remediation Manager shall then coordinate with the appropriate Contractor to correct the deficiency and restart the work.

2.5.9 Independent Contractors. With respect to each Contractor's own work, it is the intent that each Contractor is an independent contractor, and the Remediation Manager shall oversee and evaluate the work but shall not have control over or be responsible for the remediation means, methods, techniques, sequences, or procedures.

2.5.10 Applications for Payment. The Remediation Manager shall receive, review, and approve all applications for payment submitted by Contractors. Payment applications shall be made using the appropriate AIA Forms for all Contractors. The Remediation Manager shall forward such applications to Client, accompanied by a Certificate for Payment.

2.5.10.1 The Remediation Manager shall determine in general that the work of each Contractor is being performed in accordance with the requirements of the Contract Documents.

2.5.10.2 Remediation Manager's Certificate For Payment shall constitute a representation to Client indicating that to the best of Remediation Manager's knowledge, information, and belief, the Work has progressed to the point indicated and the Work has been performed in accordance with the Contract Documents.

2.5.11 Regulatory Reporting. As required by the Regulatory Requirements, the Remediation Manager shall prepare all status reports, progress reports, test results, confirmation reports and other similar submissions to the Regulatory Agencies. These reports shall be timely prepared, allowing sufficient time for review and approval by Client, and then submitted by Remediation Manager to the appropriate agencies.

2.5.12 Regulatory Liaison. The Remediation Manager shall act as liaison to the Regulatory Agencies for purposes of access, inspection, information review, and the like, as requested by the agency and as approved by Client.

2.5.13 Safety. The Remediation Manager shall observe the implementation of the safety programs of all Contractors to assure that such implementation is consistent with the Contractor's own safety program and the Construction Health and Safety Plan. Any noted deviation from a Contractor's safety program shall be immediately noted to the Contractor, recorded on the Project log, and communicated to Client. In the event of a substantial deviation from any health or safety requirements, Remediation manager shall immediately stop the work until the deviation is remedied. In the event of accident, injury, or incident involving health, safety, or damage to persons or property, Remediation Manager shall immediately notify Client and report the incident to Client in writing within 48 hours. Remediation Manager shall maintain all records that record, reflect, or evidence such incident and all corrective measures.

2.5.14 Corrective Services. If any of the Services fail to conform to the applicable requirements set forth in the Contract Documents, or if Remediation Manager is performing Work and that Work fails to conform to the applicable requirements set forth in the Contract Documents, upon notice by Client, Remediation Manager will, at its sole cost and expense and without any additional charges to Client, promptly perform corrective work of the type originally required.

2.5.15 Corrective Work. If any aspect of the Work fails in any material respect to conform to the requirements of the Contract Documents, Remediation Manager shall as soon as reasonably practicable: (A) perform a root-cause analysis to identify the cause of such failure; (B) provide Client with a report detailing the cause of, and procedure for correcting, such failure; (C) correct such failure; and (D) provide Client with assurance reasonably satisfactory to Client that such failure shall not recur after the procedure has been completed.

2.5.16 Work Completion. When a Contractor informs the Remediation Manager that its Work is substantially complete, the Remediation Manager shall inspect the Work and, jointly with the Contractor, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Remediation Manager shall coordinate with the Contractor to resolve any disputes regarding substantial and satisfactory completion. The Remediation Manager shall then coordinate completion of the Work. Upon satisfactory completion, the Remediation Manager shall then arrange for Contractor's submittals of warranties and other documents required by the Contract Documents. The Remediation Manager shall then forward to Client a final Certificate for Payment.

2.6 Post-Remediation Phase. The Services will be guided by the statement of work, as it exists in the Consent Decree. The following tasks are intended to guide and supplement the requirements of the Statement of work. In the event of any conflict between our Section 2.4 and the Statement of work as it exists in the Consent Decree, Remediation Manager will promptly identify the discrepancy to Client and the parties will resolve the difference as appropriate.

2.6.1 The Remediation Manager shall attend a Pre-final Construction Inspection to be held upon preliminary completion of the Project. The objective of the inspection is to

determine whether the construction is complete and consistent with the Consent Decree. Any outstanding construction items found during the inspection will be noted.

2.6.2 The Remediation Manager shall attend a Final Construction Inspection to be held upon completion of all outstanding issues identified in the Pre-final Construction Inspection.

2.6.3 The Remediation Manager shall prepare a Remedial Action Report ("RAR") certifying the Site remedy and restoration have been fully performed and the performance standards specified in the Regulatory Requirements have been attained. Without limiting the generality of the forgoing, the RAR shall include the following elements:

2.6.3.1 For soils: a Final Construction Report including:

- (a) A brief description of how outstanding items noted in the Prefinal Inspection were resolved;
- (b) An explanation of modifications made during the RA to the original RD and RA Work Plans and why these changes were made;
- (c) As-built drawings; and,
- (d) A synopsis of the construction work defined in the SOW and certification that the construction work has been completed.

2.6.3.2 For groundwater: the most recent groundwater monitoring report, as applicable.

- (a) Synopsis of the work defined in this SOW and a demonstration in accordance with the Performance Standards Verification Plan that Performance Standards have been achieved.
- (b) Certification that the RA has been completed in full satisfaction of the requirements of the Consent Decree.
- (c) A description of how Client will implement any remaining portion of the EPA approved Operation and Maintenance Plan.

2.7 Supplemental Services. The Remediation Manager shall also perform those "Supplemental Services" set forth in Exhibit "C" attached to this Agreement.

2.8 Changes to the Services. The Parties understand and agree that changes in site conditions, Regulatory Requirements, requirements of third-parties, changes to the Work, or other considerations, may create the need for changes to the Services.

2.8.1 Amended Services. Client reserves the right, by written notice to the Remediation Manager, to make changes in the Services so long as such changes do not materially and adversely affect the Project Schedule or Contract Price ("Amended Services").

The Remediation Manager shall proceed with the Amended Services immediately upon receipt of said notice. If the Parties cannot agree to an equitable adjustment, if any, to either the Contract Price or the Project Schedule, then the Party seeking relief may do so under the provisions of Section 7 hereof.

2.8.2 Additional Services. Client may from time to time during the term of the Project request that the Remediation Manager perform a service that would materially and adversely affect the Contract Price or Project Schedule ("Additional Services"). Upon receipt of such a request from Client, the Remediation Manager shall provide Client with:

(a) A proposed schedule for commencing and completing such Additional Services, including changes, if any, to the Project Schedule;

(b) Remediation Manager's proposed charges for such Additional Services and any proposed additions to or modifications of the terms or conditions to this Agreement.

(c) Authorization. The Remediation Manager shall not begin performing any Additional Services until Client has provided the Remediation Manager with written authorization to perform the Additional Services. If Client authorizes the Remediation Manager to perform the Additional Services, the Parties shall execute a change order, which shall incorporate by reference the terms of this Agreement and set forth the schedule, the estimated change to the Contract Price, and the mutually agreed upon additional terms and conditions applicable to the Additional Services.

3. Client's Responsibilities.

3.1 Information. Client shall provide available and relevant information concerning the Project, including the Regulatory Requirements, Client's objectives and requirements, timing constraints, financial and cash flow constraints, access limitations, third-party requirements, and requirements for the Site condition at conclusion of the Project.

3.2 Client Representative. Client hereby designates an authorized representative to act on Client's behalf with respect to the Project (the "Client Representative"). Client shall respond with additional information and requests for decision in a timely manner so as to avoid delays and unnecessary additional costs. Unless otherwise changed by notice as provided herein, the Client Representative is Greg Corbett, AGLC.

3.3 Support. Client shall furnish all legal and accounting services as may be necessary at any time for the Project, but which are outside of the Services, including without limitation all financial assurances established by the Regulatory Requirements.

3.4 Copies. Client shall furnish the Remediation Manager with an adequate number of copies of the Contract Documents.

3.5 Client Activities. Client reserves the right to perform activities and operations related to the Site and the Project using Client's own forces provided that such do not materially interfere with Remediation Manager's obligations under this Agreement. If Remediation Manager believes that such activities and operations by Client do interfere with Remediation Manager's performance under this Agreement, Remediation Manager shall promptly inform Client. Any disputes regarding such interference shall be resolved in accordance with Section 7 herein.

4. Payment.

4.1 Direct Personnel Expenses. Client shall pay Remediation Manager all Direct Personnel Expenses plus all Reimbursable Expenses, as set forth herein.

4.1.1 Direct Personnel Expenses are the direct salaries of the Remediation Manager's employees working directly on the Project, plus such contributions and benefits related thereto, such as employment taxes and statutory benefits, insurance, sick leaves, vacations, and such other contributions as are mandatory and customary which are listed as the fully-loaded rates, including overhead and profit, shown on Exhibit "D". The hourly rates shown on Exhibit "D" shall not be increased during the term of the Project unless approved in writing by Client, such approval not to be unreasonably withheld.

4.1.2 Reimbursable Expenses. Reimbursable Expenses are those reasonable and necessary expenses incurred by Remediation Manager and its employees in the interest of the Project, including authorized out-of-town travel expenses. Reimbursable expenses do not include clerical word processing or similar charges.

4.1.2.1 Reimbursable Expenses also include costs of installing wells, taking soil borings, performing geophysical tests, performing analytical chemical tests, and other reasonable activities necessary to complete the Project.

4.1.2.2 Remediation Manager may add a surcharge, not to exceed 5%, of Reimbursable Expenses to reflect the cost of administration and overhead in arranging for, accounting for, and managing Reimbursable Expenses.

4.1.2.3 Remediation Manager may not use or contract with any related company in performing actions for which Remediation Manager seeks recovery of Reimbursable Expenses, except for those companies listed on the attached Exhibit "E." Remediation Manager may not add a surcharge under paragraph 4.1.2.2 to any expenses paid to any related company.

4.1.3 Invoices. Remediation Manager shall submit invoices for Direct Personnel Expenses and Reimbursable Expenses monthly within 10 days of the end of each calendar month. Such invoices shall include all Direct Personnel Expenses and all Reimbursable Expenses actually received by Remediation Manager through the period of the invoice. Direct Personnel Expenses shall be described on the invoice by day, and for each day detailing each person who worked on the Project, the amount of time spent by such person, a brief but informative description of the work performed by that person, and that person's hourly rate. All

Reimbursable Expenses must be separately enumerated and Remediation Manager must maintain and make available to Client all invoices or other evidence of Remediation Manager's entitlement to reimbursement.

4.1.4 Subcontractor Releases. To the extent Remediation Manager engages approved subcontractors to perform the Services, as a condition of any monthly invoice reflecting final payment by Remediation Manager to such subcontractors, Remediation Manager shall furnish a general release of all claims and final lien waivers from such subcontractor to Client in such form and substance as is reasonably acceptable to Client.

4.1.5 Payment. Client will engage an agent to act as escrow agent for the Project ("Escrow Agent"). Client will refer the undisputed amount of each Remediation Manager invoice within 30 days of receipt to the Escrow Agent for the Orlando Gasification Plant Site Group, who will then make payment to Remediation Manager. Each Member remains individually, but not jointly, liable for its pro rata share of any amount due to Remediation Manager but not paid by the Escrow Agent.

4.1.5.1 Client may dispute any item on any invoice that it reasonably believes deviates from the Services or that reflects unnecessary, excessive, or unauthorized activities, or on account of Services not performed, defective Services performed and not remedied by Remediation Manager, unpaid labor or materials bills, or unpaid claims of any kind agreed to be paid by Remediation Manager under this Agreement (collectively "Disputed Items"). The amounts reflected by Disputed Items will be deducted from the Remediation Manager's invoice and the remainder paid in accordance with paragraph 4.1.5, above.

4.1.5.2 If and when the cause or causes for withholding payments for Disputed Items are remedied or removed without cost to Client, and satisfactory evidence of such has been presented to Client, the withheld payment shall be promptly made to Remediation Manager. If Remediation Manager fails to remedy such cause within 30 days after notice from Client, Client may, but need not, remedy the cause and deduct the necessary cost of such from the amount due Remediation Manager; provided, however, that Client is not obligated to pay any bills of, or claims against, Contractor from payments withheld, but may do so in its sole discretion.

4.1.6 Not to Exceed Value. The total charges for Tasks 2.4.1 through 2.4.6 shall not exceed \$517,191 without the prior written consent of Client. Monthly charges for tasks identified as "Administrative Duties" in the Proposal shall not exceed \$8360 per month. Any expected change to this value, including any change attributable to deviations from the "Assumptions and Clarifications" of Section 7.1.2 of the Proposal, shall be brought to the attention of Client as soon as such changes are anticipated, and in any event prior to the submission of any invoices for affected Services.

4.1.7 Records. Remediation Manager's records that record, reflect, or evidence Direct Personnel Expenses or Reimbursable Expenses shall be available to Client and Client's representatives at reasonable times and places. Remediation Manager shall preserve and

maintain all Project records in accordance with the Regulatory Requirements, unless Client and Remediation Manager assign the responsibility otherwise.

5. Insurance.

5.1 Remediation Manager shall purchase from and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, which have current ratings from A.M. Best Company of A- VIII or higher, and which are acceptable to Client such insurance as will protect Remediation Manager and Client from any and all claims that may arise out of or result from the Remediation Manager's Services.

5.2 Without limiting the general requirement stated in paragraph 5.1, above, Remediation Manager shall purchase and maintain insurance coverage of at least the following types and stated amounts on a project basis for the duration of the Services:

5.2.1 Comprehensive General Liability insurance in an amount not less than \$10 million per occurrence.

5.2.2 Professional Errors and Omissions insurance in an amount not less than \$10,000,000.

5.2.3 Contractor's Operations and Professional Services environmental insurance, (or Contractor's Pollution Liability insurance) including coverage for both sudden and non-sudden pollution conditions, with limits not less than \$10,000,000 per claim and \$10,000,000 total all claims. The policy must include coverage for bodily injury, property damage, cleanup costs (on-site and off-site), and defense costs. The policy may be written on a claims-made policy form. Any deductible or self-insurance retention contained in the policy shall not exceed \$250,000.

5.2.4 Workers Compensation Insurance, including Occupational Disease Coverage, in accordance with the requirements of the applicable laws of the state(s) in which the Services are to be performed.

5.2.5 Employer's Liability Insurance, with a limit of \$1,000,000 per incident, \$1,000,000 aggregate, with a standard All States endorsement.

5.2.6 Automobile insurance for owned, non-owned, or hired vehicles, with limits for public liability of not less than \$2,000,000 per person per accident or occurrence for bodily injury and limits of not less than \$2,000,000 per accident or occurrence for property damage. Remediation Manager shall assure that any transporter whose scope of services includes the transportation of any waste materials (including wastes characterized as hazardous or special wastes) has and maintains automobile liability coverage with limits of not less than \$5,000,000 combined single limit, and including both the MCS-90 and Insurance Service Office ("ISO") CA 99 48 (or its equivalent) endorsements.

5.3 Client shall be named as an "Additional Insured" by endorsement or by other policy language on all of the above-mentioned policies except for Professional Errors and Omissions insurance referred to in paragraph 5.2.2, above, and except for Workers

Compensation Insurance, referred to in paragraph 5.2.4, above. The policies identified in paragraphs 5.2.1, 5.2.3, and 5.2.4 above shall be endorsed to provide a Waiver of Subrogation in favor of Client and Remediation Manager. Remediation Manager shall furnish written evidence of coverage to Client prior to commencing the Services.

5.4 The costs of insurance coverage as set forth in paragraph 5.2 and its subparagraphs in excess of Remediation Manager's ordinary coverages are Reimbursable Expenses under paragraph 4.1.2.

5.5 Remediation Manager shall obtain one or more riders to the appropriate required policies indicating that this Agreement, including the indemnification obligations stated herein, is an insured agreement under the policy.

6. Indemnification.

6.1 Contractor shall defend, indemnify and hold harmless Client and any affiliate corporations, including the officers, directors, employees, agents, successors and assigns of the same from any and all direct damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, claims by Remediation Manager's employees, agents (including subcontractors), officers or directors and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' and paralegals' fees), which may hereafter arise as a result of:

6.1.1 injury or death of any person and/or for any damage to property (real or personal) caused by Remediation Manager's performance of the Services or by any negligent or willful acts, errors or omissions of Remediation Manager, its subcontractor(s) and their respective officers, directors, agents or employees. Notwithstanding the foregoing, to the extent injury or death or damage to property arises or is alleged to arise from Remediation Manager's professional acts, professional errors or professional omissions, and does not involve a pollution or other occurrence covered by the insurance coverages required to be maintained by this Agreement, Remediation Manager's duty to defend or indemnify under this Section 6.1.1 is limited to instances of Remediation Manager's actual or alleged negligent or willful acts, errors, or omissions or other breach of legal obligation.;

6.1.2 for any violation or alleged violation of applicable federal, state or local laws, regulations or orders or of laws, rules or regulations or orders of any governmental entity or agency by, through or as a result of any negligent or willful acts, errors or omissions of Remediation Manager, its subcontractor(s) or their respective officers, directors, agents or employees;

6.1.3 any occupational injury or illness sustained by any employee or agent of Remediation Manager or its subcontractor(s) in furtherance of Remediation Manager's services hereunder;

6.1.4 any failure of Remediation Manager or any of its subcontractors to perform services hereunder in accordance with generally accepted professional standards;

6.1.5 any breach of Remediation Manager's representations or warranties as set forth herein; and/or

6.1.6 any other failure of Remediation Manager to comply with obligations on its part to be performed under this Agreement.

6.2 Remediation Manager agrees that its indemnification obligations set forth in this Article, shall include, but not be limited to, liability for damages for which Remediation Manager is responsible under Paragraph 6.1 above resulting from the personal injury or death of an employee of Remediation Manager, or its subcontractor, regardless of whether Remediation Manager, or its subcontractor, has paid the respective employee under the Workers' Compensation Law of the State of Florida or other similar federal or state laws for the protection of employees.

6.3 In the event Client seeks to exercise its rights hereunder, Client shall provide Remediation Manager with notice of its intent to do so; however, failure of Client to so notify Remediation Manager shall not be deemed a waiver of Remediation Manager's obligation to indemnify Client hereunder. Provided, however, that Remediation Manager shall have the right to control the defense of any proceedings covered by this indemnity and that no settlement of any claim subject to this indemnity shall occur without the prior mutual written consent of Client and Remediation Manager. As a condition precedent to Remediation Manager having exclusive control over the defenses of such a claim, Remediation Manager shall agree not to contest its obligation to indemnify Client under this Agreement in respect of such claims. The terms and provisions of this Article shall survive the termination of this Agreement.

6.4 To the extent that Section 725.06, Florida Statutes, is applicable to the Work, this indemnification shall be construed in accordance with the limitations provided therein and the monetary limitation on the extent of the indemnification required therein shall be One Million, Five Hundred Thousand, and 00/100 Dollars (\$1,500,000.⁰⁰).

6.5 Survival. These indemnification provisions shall survive termination of this Agreement and shall continue until such time as the Work is completed and the Regulatory Requirements are satisfied.

7. Dispute Resolution. Any and all disputes, claims, or other matters in question between the Parties to this Agreement, or any alleged breach thereof, shall be resolved as set forth herein.

7.1 Initially, each party shall designate a representative with full authority to settle and resolve the dispute at issue (the "Executive Sponsor"). The Executive Sponsors shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of resorting to formal mechanisms. During the course of such negotiations, all reasonable requests for non-privileged information will be honored. The specific format of the discussions will be left to the Executive Sponsors, but may include the preparation of agreed upon statements of fact or written statements of position furnished by each Party to the other. At the mutual election of the Executive Sponsors, the dispute may be referred to mediation in any manner that the Executive Sponsors so choose.

7.2 If the Executive Sponsors do not resolve the dispute within 14 days after a Party invokes the option of resolving the dispute by the Executive Sponsors, (which would mean conclusion of the mediation of the Executive sponsors so elect) then the matter may be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise.

7.2.1 Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall a demand for arbitration be made after the date when a legal action based upon such claim would be barred by the applicable statute of repose or period of limitations.

7.2.2 All decisions of the arbitrators will be in writing and submitted to the Parties and will set forth findings of fact and conclusions of law. In the final award, the arbitrators will divide all costs, other than fees of counsel, incurred in conducting the arbitration, in any manner as the arbitrators deem just and equitable under the circumstances.

7.2.3 Judgment on the award of the arbitrators may be entered by any court having jurisdiction over the Party against whom enforcement of the award is being sought.

8. Termination and Suspension of Agreement.

8.1 For Cause. This Agreement may be terminated in whole or in part by (A) either Party in the event of a default consisting of a substantial failure by the other Party to fulfill its obligations under this Agreement; provided that no such termination may be effected unless such default, if capable of cure, has not been cured within 10 days after written notice to the defaulting party, or such shorter time by Client as is appropriate given the nature of the default; (B) Client immediately in the event of a petition for relief under any bankruptcy statute is filed by or against Remediation Manager, or Remediation Manager makes an assignment for the benefit of creditors, or a receiver is appointed for Remediation Manager's assets.

8.2 For Convenience. This Agreement may be terminated in whole or in part by Client for its convenience at any time by giving Remediation Manager at least 30 days written notice of such intent to terminate.

8.2.1 If Client terminates this Agreement for convenience as set forth in paragraph 8.2, Remediation Manager shall continue to provide the Services until the effective date of termination, plus provide continuing services to effect a transfer to another manager for up to 180 days at Client's discretion. To the extent Client requests, Remediation Manager will assign to Client all contracts related to the Services.

8.2.2 If the Agreement is terminated for convenience, Client will pay Remediation Manager all Direct Personnel Expenses and Reimbursable Expenses during the period of termination and transfer according to the terms and conditions of Section 4, above.

8.3 Suspension. Client shall have the right to suspend Remediation Manager's Services for up to 30 consecutive days.

8.3.1 If Client suspends this Agreement, Remediation Manager shall immediately take all reasonable steps to minimize the continuing costs to Client, but shall continue to provide such Services as are necessary or appropriate to safeguard the Site and the Project.

8.3.2 Client will pay Remediation Manager all Direct Personnel Expenses and Reimbursable Expenses during the period of suspension according to the terms and conditions of Section 4, above.

8.3.3 Other than as set forth in paragraphs 8.2 and 8.3, Client shall have no liability to Remediation Manager for any claims, causes of action, suits, damages, losses, and expenses arising out of, or resulting from, Client's termination of this Agreement.

9. Representations and Warranties.

9.1 Technical Skills. Remediation Manager understands and acknowledges that the Services may involve the management and control of activities involving hazardous and toxic substances and may involve laws, regulations, and Regulatory Requirements related thereto. Remediation Manager represents and warrants that it is technically, physically, financially, and legally ready, willing, and able to perform the Services hereunder and that it is familiar with and knowledgeable about the Regulatory Requirements. Remediation Manager warrants that the Services shall be (A) conducted in a manner consistent with the generally accepted level of care and skill ordinarily exercised by professional engineers and other professionals performing services of a similar nature, taking into account the standards, technology, laws, and requirements existing at the time the Services are performed and (B) safely, lawfully, timely, and properly performed.

9.2 Reliance. Remediation Manager acknowledges and agrees that Client is relying upon Remediation Manager's special and unique abilities and the accuracy, competence, and completeness of Remediation Manager's Services, and that the Services will be relied upon by Client to satisfy governmental and other requirements.

9.3 Design. To the extent the Services include preparation of designs, specifications, procedures, or other particulars for the Work, Remediation Manager also represents and warrants that such particulars are appropriate for, and will achieve, the applicable Regulatory Requirements; provided, however, that if the design cannot achieve the Regulatory Requirements due to unforeseen and concealed conditions, then this representation and warranty shall not apply to the extent of such conditions.

9.4 Work. To the extent that Remediation Manager is contracted to perform specific items of the Work itself, then Remediation Manager also represents and warrants that such Work complies with the Regulatory Requirements and the Contract Documents.

9.5 Additional Assurances. Remediation Manager hereby certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or executing this Agreement. For the purposes of this Paragraph 9.5:

9.5.1 “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the execution of this Agreement;

9.5.2 “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of this Agreement to the detriment of client, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive client of the benefits of free and open competition;

9.5.3 “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of client, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

9.5.4 “coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the bidding process or affect the execution of this Agreement.

10. Miscellaneous Provisions.

10.1 Choice of Law/Choice of Forum. This Agreement shall be governed by the law of the State of Florida. Venue for any action to enforce the terms and conditions of this Agreement shall be in Orange County, Florida, if such action is commenced in state court, or in the United States District Court for the Middle District of Florida, Orlando Division, if such action is commenced in federal court.

10.2 Entire Agreement. This Agreement represents the entire and integrated agreement between Client and Remediation Manager with respect to the subject matter hereof and supersedes all previous and contemporaneous negotiations, comments, and writings by the Parties, including without limitation all proposals, exceptions, or limitations provided by Remediation Manager.

10.3 Waiver. No failure to enforce any provision of this Agreement shall constitute a waiver of any rights or entitlements unless the Party expressly designates such as a waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof.

10.4 Counterparts. This Agreement may be executed in counterparts, each one of which shall be deemed an original, and all of which taken together shall constitute a single instrument.

10.5 Time. Time is of the essence.

10.6 Confidentiality.

10.6.1 From time to time, Client may disclose to Remediation Manager information that is proprietary, confidential, or otherwise protected ("Confidential Information"). Such Confidential Information will be marked as "CONFIDENTIAL" or Client will otherwise plainly indicate to Remediation Manager the confidential nature of the information. Such

Confidential Information includes, but is not limited to, information that derives value, actual or potential, from not being generally known to the public or to other persons.

10.6.2 Remediation Manager shall not disclose Confidential Information to any person who does not have a need to know without the express written consent of Client.

10.6.2.1 The obligations set forth in paragraph 10.6.2 do not apply if and to the extent that Remediation Manager is legally required to disclose such Confidential Information pursuant to valid legal process, court order, regulatory requirement, or otherwise.

10.6.2.2 If Remediation Manager receives any request, notice, order, or other requirement to disclose Confidential Information, Remediation Manager shall promptly notify Client and cooperate with Client to respond to such request.

10.6.3 Remediation Manager shall protect Client's Confidential Information as is necessary to protect it from being known to unauthorized persons, and in any event no less than the extent to which Remediation Manager protects its own confidential information.

10.7 Notice. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, or by a reputable overnight express company, to the persons and at the addresses indicated below.

If to Client:
Greg Corbett
Director, Environment and Sustainability
Atlanta Gas Light Company
Ten Peachtree Place
Suite 1000
Atlanta, GA 30309

If to Remediation Manager:
Jim Langenbach, P.E., BCEE
6770 South Washington Ave, Suite 3
Titusville, Florida 32780

With a copy to:
Carol R. Geiger
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street, Suite 3600
Atlanta, GA 30309

With a copy to:
David Riotte, P.E.
1200 Riverplace Boulevard, Suite 710
Jacksonville, Florida 32207

10.8 Survival and Severability. If any terms of this Agreement not essential to the commercial purpose of this Agreement are held to be illegal, invalid, or unenforceable, it is the intention of the Parties that the remaining terms hereof, or parts thereof, shall constitute their agreement and all remaining terms, or parts thereof, shall remain in full force and effect.

10.9 Force Majeure. Neither Party hereto shall be liable for its failure to perform or delays in performance due to contingencies beyond its reasonable control, including strikes, work stoppages, riots, wars, or acts of God or nature, but not including predictable weather

events and circumstances attributable to a breach of this Agreement by Remediation Manager, provided however that a Party claiming excuse from performance or delay in performance by reason of any such occurrence shall give the other Party prompt notice in writing of the occurrence and shall use its best efforts to remove or mitigate the effects of any such occurrence.

IN WITNESS WHEREOF, the Parties have caused this Agreement for Remediation Management and Oversight to be executed by their duly authorized representatives, effective on the date written above.

[SIGNATURES OCCUR ON FOLLOWING PAGES]

REMEDICATION MANAGER

Geosyntec Consultants, Inc.

By: David Mitchell

Name: DAVID MITCHELL

Title: DIRECTOR, AIR & WASTE PROGRAMS

[SIGNATURES (continued)]

DUKE ENERGY FLORIDA, INC.

(Formerly Florida Power Corporation)

By: _____

Name: _____

Title: _____

[SIGNATURES (continued)]

ATLANTA GAS LIGHT COMPANY

By: _____

Name: _____

Title: _____

[SIGNATURES (continued)]

CONTINENTAL HOLDINGS, INC.

By: _____

Name: _____

Title: _____

[SIGNATURES (continued)]

CITY OF ORLANDO, FLORIDA

(SEAL)

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form and legality for the use
and reliance of City of Orlando, Florida, only.

_____, 201____

City Attorney, Orlando, FL

EXHIBIT "A"

CONTRACT DOCUMENTS

1. The "Consent Decree" for the Orlando Gasification Site, as executed by the Members of, including all subsequent modifications thereto and also including all attachments to the Consent Decree, including the Statement of Work.
2. The Record of Decision for Operable Unit 1
3. All access agreements entered in by the Orlando Gasification Plant Site Group with neighboring landowners, copies of which will be provided to Remediation Manager as such are executed and final.
4. The response of Remediation Manager to Client's Request for Proposal through a "Remedial Design and Construction Oversight Proposal" (dated December 20, 2013) ("the Proposal"), provided however that to the extent of any conflict between this Agreement and the Proposal, this Agreement shall govern, as modified by the Revised Bid Sheet (attached).

**Table 1 - Fee Estimate
Preliminary 60% Design
Orlando Gasification Plant Site**

Bidder Name: Geosyntec Consultants										
Name	Jim Langenbach, P.E., BCEE	David Riotta, P.E.	Dane Bodine, P.E (and others see org chart)	Various	Various	Various	Various	Total Est. Hours per Task	Total Est. Cost per Task	Expenses (Note 3)
Title	Project Manager	Design Engineer	Senior Design Engineer/Design Team Leads	Task Engineer	Designer	Sr. Engineering Technician	Administrative			
Rate	\$ 185	\$ 175	\$ 155	\$ 140	\$ 105	\$ 100	\$ 55			
1 RD Work Plan	24	8	16	120	4	0	12	184	\$ 26,200	\$ 3,000
1 a Collect/Evaluate Existing Data, Document Need for Additional Data	0	0	0	0	0	0	0	0	\$ -	\$ -
1 b Prepare RD Work Plan	24	8	16	120	4	0	12	184	\$ 26,200	\$ 3,000
2 Pre-Design and Investigation Testing Plan	8	8	48	116	0	4	12	196	\$ 27,620	\$ 3,300
2 a Design Sampling and Analysis Plan	2	0	24	40	0	0	4	70	\$ 9,910	\$ 1,200
2 b Pre-Construction Health and Safety Plan	2	0	0	16	0	4	4	26	\$ 2,830	\$ 900
2 c Treatability Work Plans	4	8	24	60	0	0	4	100	\$ 14,480	\$ 1,200
3 Implementation of the Field Sampling and Analysis Plan	12	2	4	110	0	80	4	212	\$ 26,810	\$ 71,871
4 Implementation of the Bench Scale Treatability Study	1	2	4	8	0	0	2	17	\$ 2,385	\$ 28,000
5 Preliminary Design	187	210	406	652	340	0	95	1890	\$ 266,480	\$ 10,200
6 Bid Documents for Remedial Contractor Procurement	4	12		85	25	0	8	134	\$ 17,805	\$ 3,400
7 Remedial Action Oversight - include in narrative										
8 Project Contracting	24	15	0	0	0	0	24	63	\$ 8,385	\$ 2,875
9 Groundwater Monitoring Plans	8	0	0	100	8	0	8	124	\$ 16,760	\$ 2,100
10 Administrative Duties (per month basis)	17	14	12	0	0	0	11	54	\$ 8,060	\$ 300
Monthly Group Calls	2	2	2	0	0	0	3	9	\$ 1,195	\$ -
On-Site/Group Meetings in Orlando	8	8	8	0	0	0	0	24	\$ 4,120	\$ 200
Technical Calls	4	4	2	0	0	0	4	14	\$ 1,970	\$ 100
Monthly Updates to EPA	1	0	0	0	0	0	2	3	\$ 295	\$ -
Budget/Schedule Updates	2	0	0	0	0	0	2	4	\$ 480	\$ -
Total Estimates Hours per Person	285	271	490	1191	377	84	168	2874		
Total Estimated Cost per Person	\$ 52,725	\$ 47,425	\$ 75,950	\$ 166,740	\$ 39,585	\$ 8,400	\$ 9,240			

Notes:

1. Enter in the names, positions, and rate for each person/category proposed to work on the project. Add columns as needed.
2. Bidders may add rows/sub-categories under the main tasks. Information for the main tasks must be filled in at a minimum.
3. Expenses include, but are not limited to, items such as travel, printing/copying, equipment, etc. For each item, include specifically what you have included in this column.

EXHIBIT "B"

APPROVED SUBCONTRACTORS

Drilling:

Groundwater Protection, Inc.
Environmental Drilling Services, Inc.
In Situ Group (Cone Penetrometer Testing)

Utility Locate:

GeoTek Services, Inc.

Surveying:

Southeastern Surveying and Mapping

Analytical Laboratory:

Accutest
Test America

Treatability Testing:

Excel Geotechnical Testing

EXHIBIT "C"

SUPPLEMENTAL SERVICES

No Supplemental Services are included.

EXHIBIT "D"

REMEDATION CONTRACTOR'S RATE SCHEDULE

ORLANDO SITE-SPECIFIC LABOR CATEGORIES	<u>Rate/Hour</u>
Project Manager	\$185
Design Engineer	\$175
Senior Design Engineer/Design Team Leader	\$155
Task Engineer	\$140
Project Construction Manager	\$175
Field Manager	\$135
Project Controls Specialist	\$105
Lead Construction Inspector	\$95
Senior Engineering Technician	\$100
Field Technician	\$75
Designer	\$105
Administrative	\$55
 <u>General</u>	
Reimbursable Expenses	Cost plus 5%
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

EXHIBIT "E"

REMEDATION MANAGER'S APPROVED RELATED COMPANIES

[None]