

**AGREEMENT FOR DESIGN, CONSTRUCTION, AND
IMPLEMENTATION OF THE OU1 BARRIER WALL REMEDY**

This “Agreement for Design, Construction, and Implementation of the OU1 Barrier Wall Remedy” (“Agreement”) is made this ____ day of _____, 20____, by and between the Orlando Gasification Plant Site Group (“Client”), by and through its constituent members (Duke Energy Florida, LLC formerly Florida Power Corporation (“Duke”), Atlanta Gas Light Company (“AGLC”), Continental Holdings, Inc. (“CHI”), Peoples Gas System, a division of Tampa Electric Company (“PGS”), and the City of Orlando (“City”), collectively referred to as the “Members” or the “Group,” and Great Lakes Environmental & Infrastructure LLC (“Contractor”).

WHEREAS, the Group has completed, and EPA has approved, the RI/FS for OU1, and EPA has issued the OU1 Record of Decision (“OU1 ROD”) that details the remedy selected by EPA and the remedial objectives for OU1;

WHEREAS, AGLC, Duke, CHI, and the City negotiated a consent decree with EPA for remedial action of the OU1 portion of the Site (defined below), which was entered on March 18, 2015 (“Consent Decree”). Among other things, the Consent Decree requires the signatories to prepare the technical specifications for the design of the selected remedy and to construct and implement the selected remedy and, as necessary, to implement long-term response actions, including but not limited to operation and maintenance, institutional controls, five-year reviews and any other similar activities required by EPA.;

WHEREAS, Client retained Geosyntec Contractors, Inc. (“Remediation Manager”) to prepare a Preliminary Design (“PD”) representing approximately 60 percent of the design effort and to provide managerial oversight over the completion of the design and over the construction and implementation of the remedy;

WHEREAS, Client distributed an invitation to bid (dated April 20, 2018) to collaborate with Remediation Manager in completing the design, constructing and implementing the portions of OU1 remedy involving and related to the excavation and off-site disposal of unsaturated soils in the area(s) where mobile light non-aqueous phase liquid (LNAPL) was observed during the remedial investigation (RI), implementation of in-situ stabilization and solidification (ISS) in the saturated zone where saturated and/or mobile dense non-aqueous phase liquid (DNAPL) was observed, and installation of an ISS wall (“Remedy Portion”);

WHEREAS, Contractor has responded to Client’s invitation through a “Bid Proposal for Remediation Construction Services, Orlando Former Gasification Plant, Operable Unit No. 1” (dated May 25, 2018) (“the Contractor Proposal”), in which Contractor has assured Client of its capabilities, experience, and intentions regarding the proposed remediation; and

WHEREAS, on the basis of these assurances by Contractor, Client has decided to retain Contractor to design and implement the Remedy Portion and perform other Contractor Services, as defined below, 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 Contractor’s Services.” Defined in paragraph 2.10.2.

“AGLC.” Atlanta Gas Light Company.

“Agreement.” This Agreement for Design, Construction, and Implementation of the OU1 Barrier Wall Remedy, dated _____.

“Amended Contractor’s Services.” Defined in paragraph 2.10.1.

“Certify” or “Certification.” A professional opinion by Contractor.

“CHI.” Continental Holdings, Inc.

“City.” City of Orlando.

“Client” or “Orlando Gasification Plant Site Group” or “Group.” The entities, individually and collectively, consisting of Duke, AGLC, CHI, PGS, and the City.

“Client Representative.” Defined in paragraph 3.2.

“Confidential Information.” Defined in paragraph 11.6.1.

“Consent Decree.” Consent Decree for Remedial Design/Remedial Action (RD/RA) for OU1, Orlando Former Gasification Plant, *U.S. v. AGLC, CHI, Duke, Blaine Pierce, OrlaGroup LLC and City*, Case 6:15-cv-28 (M.D. Fla. Mar. 18, 2015).

“Construction Work Plan.” Defined in paragraph 2.4.3.3.

“Contract Documents.” The set of documents provided to or generated in collaboration with the Contractor, which includes but is not limited to this Agreement, the materials included in the invitation to bid dated April 20, 2018, the Contractor Proposal, the work plans and design documents contemplated by this Agreement, 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) the Regulatory Requirements; (2) subsequent amendments to the Contract Documents; (3) the Agreement; (4) other Contract Documents. Without limiting the

generality of the foregoing, the Contractor Proposal shall be deemed to be an “other Contract Document” within category (4) above, and any discrepancy between the Contractor Proposal and the Contract Documents in the other three categories shall be resolved as set forth in this paragraph. Notwithstanding the above, if Contractor identifies a conflict, discrepancy or ambiguity between any Contract Documents, Contractor must promptly identify that conflict, discrepancy or ambiguity to Client and Remediation Manager and follow Client’s direction as to how to resolve the difference.

“Contractor Proposal.” The “Bid Proposal for Remediation Construction Services, Orlando Former Gasification Plant, Operable Unit No. 1” (dated May 25, 2018) prepared by Contractor and referenced in the recitals above.

“Contractor’s Services” All tasks, actions, and work performed by Contractor or its affiliates or subcontractors pursuant to this Agreement and as further described in Section 2.

“CQAPP.” Construction Quality Assurance Project Plan.

“CQCP.” Construction Quality Control Plan.

“Direct Personnel Expenses.” Defined in paragraph 4.1.1.

“Disputed Items.” Defined in paragraph 4.1.5.3.

“Duke.” Duke Energy Florida, LLC formerly Florida Power Corporation.

“Effective Date.” The date of this Agreement as written above.

“EPA.” United States Environmental Protection Agency.

“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 8.1.

“FDEP.” Florida Department of Environmental Protection.

“Final Construction Inspection.” Defined in paragraph 2.6.2.

“GWMP.” Groundwater Monitoring Plan.

“IQAT.” Independent Quality Assurance Team.

“Key Personnel.” Defined in paragraph 2.3.

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

“OU1 ROD.” Record of Decision Summary of Remedial Alternative Selection: Orlando Gasification Plant: Operable Unit 1, dated September 2013.

“PGS.” Peoples Gas System, a division of Tampa Electric Company.

“Preliminary Design or PD.” The Remediation Manager’s Preliminary Design, Rev. 1, dated March 2018, which represents approximately 60 percent of the design effort.

“Project.” The Contractor’s Services and all additional activities necessary or appropriate to accomplish the purposes of this Agreement.

“Project Budget.” Contractor’s statement of the total cost of completing the Project prepared pursuant to paragraph 2.4.1.3 and updated regularly and as required pursuant to paragraph 2.4.2.6 and 2.8.7.

“Project Log.” Defined in paragraph 2.8.3.

“Project Manager.” Defined in paragraph 2.3.

“Project Schedule.” Contractor’s written schedule prepared initially as called for in paragraph 2.4.1.4, and thereafter revised and submitted as required by this Agreement, including as called for in paragraph 2.4.2.6 and 2.8.6.

“QA/QC.” Quality Assurance/Quality Control.

“Pre-final Construction Inspection.” Defined in paragraph 2.6.1.

“RAR.” Remedial Action Report, defined in paragraph 2.6.4.

“Regulatory Agency(cies).” All federal, state, and local agencies having jurisdiction over the Site or the Project.

“Regulatory Requirements.” All requirements applicable to the Project relating to or arising from orders, directives 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; and federal, state, or local laws, regulations or guidance governing the Project. 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 Contractor to assure compliance as included within the Contractor’s Services.

“Reimbursable Expenses.” Defined in paragraph 4.1.2.

“Remediation Manager.” Geosyntec Consultants, Inc.

“Remedy or Remedial Action” shall mean all activities the Members are required to perform under the Consent Decree to implement the ROD for OU1, in accordance with the SOW, the final approved remedial design submission, the approved Remedial Action Work Plan and other plans approved by EPA.

“Remedial Action Work Plan.” Defined in Paragraph 2.4.4 of this Agreement.

“Site.” Those areas where hazardous substances were disposed of or have come to be located as a result of the operation, demolition, or decommissioning of the former Orlando Gasification Plant located at 400 West Robinson Street, Orlando, Florida.

“SOW” or “Statement of Work.” The Appendix C to the Consent Decree.

2. The Contractor’s Services.

2.1 The Contractor shall provide those services as set forth in this Section including but not limited to paragraphs 2.4 through 2.9 of this Agreement, as well as other services, if any, added in accordance with paragraph 2.10 of this Agreement. The purpose of the Contractor’s Services is to implement the Remedy Portion as described and defined in the Consent Decree, OUI ROD, and Contract Documents to the satisfaction of the Group and EPA. In performing the Contractor’s Services, the Contractor is an independent contractor and shall not be deemed, nor shall the Contractor hold itself out to be, an agent or representative of Client.

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

2.3 Contractor shall designate a duly qualified, knowledgeable and experienced natural person as its authorized representative to serve as the central point of communication between the Group, the Remediation Manager and the Contractor and to act on Contractor’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 Contractor’s performance under this Agreement. Contractor shall use reasonable efforts to retain these Key Personnel during the term of this Agreement. Contractor shall not replace, change the role, or reduce the involvement of any of these named individuals in connection with its provision of the Contractor’s Services without the prior written consent of Client. Key Personnel:

- Eric Woodall (Executive Sponsor)
- Jeff Sallas (Geotechnical Advisor)
- Leo Grinsteiner, (CSP Safety & Health Manager)
- Todd King (Remedial Action Coordinator)
- Tom Wagner (Project Manager)
- David McBride (Construction Manager)
- Cullen Nugent (Site Superintendent)
- James Dodd (SCB Wall Specialist)
- Wayne Eddy (SCB Wall Equipment Operator)
- Tim Morgan (Demolition Superintendent)
- Brandon Sawada (Field Engineer / CQC System Manager)
- Dominick Carrature (Site Safety & Health Officer)
- Jim Brannigan (ISS Technical Consultant)
- Don Clift (ISS Site Superintendent)

Rob Martin, PE (Project Engineer / Compliance)
Artur Gartner (CSM Wall Specialist)
Andrew Ebendick, PE (Barrier Wall / CSM Mix Design Consultant)

2.4 Pre-Remediation Work. The Contractor's Services shall be guided by the Statement of Work to the extent applicable to the Remedy Portion. The following tasks are intended to guide and supplement the requirements of the Statement of Work. In the event of any conflict between this Section 2.4, the Statement of Work and any other Contract Document, Contractor shall promptly identify the discrepancy to Client and Remediation Manager, and the Contractor shall follow Client's direction as to how to resolve the difference.

2.4.1 Project Planning.

2.4.1.1 Contractor shall collect and review existing available data and Regulatory Requirements regarding the Site. Specifically this will include the OU1 ROD, SOW, OU1 Feasibility Study ("FS"), OU1 Remedial Investigation ("RI"), and other available data related to the Site. This information shall be used to identify additional data needed for implementation of the elements of the Remedial Design ("RD") and Remedial Action ("RA") applicable to the Project.

2.4.1.2 The Contractor shall conduct a Site visit with Client and Remediation Manager that may also include the 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. Prior to performing the Contractor's Services at the Site, Contractor shall take all steps reasonably necessary, in accordance with prudent construction industry practices, to ascertain the nature and location of the Project and shall investigate and satisfy itself as to the general and local conditions that could affect the Site or the performance of the Contractor's Services. Client will arrange reasonable access to the Site for additional inspection and testing by Contractor after receiving adequate notice from Contractor that it wishes to review the Site for additional inspection and testing. If Contractor fails to take all reasonable steps as described in this Section, then Contractor will not be entitled to any adjustment in the price or schedule for any unknown Site conditions which Contractor could have discovered if it had taken such reasonable steps.

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

2.4.1.4 Project Schedule. The Contractor shall prepare a Project Schedule as soon as practicable after the Contractor's retention and continually revise the Project Schedule whenever needed to ensure its continued accuracy. All subcontractors must approve those portions of the Project Schedule that involve those subcontractors.

The Project Schedule shall highlight items that are important “critical path” items or have particularly long lead times. The Project Schedule shall include appropriate phasing of activities and milestones, times of commencement and completion required of the Contractor and each subcontractor, 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.

2.4.1.5 The Contractor shall attend meetings as requested by Client and Remediation Manager and be prepared to discuss various remedial planning issues, which may include Project requirements, Project Budget, Project Schedule, Contractor’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.

2.4.2 Draft and Final Design.

2.4.2.1 The Contractor shall work with the Remediation Manager to prepare a Final Design. The Contractor and Remediation Manager shall together prepare a memorandum accompanying the Final Design providing a comment by comment response indicating how the Agencies’ comments on the Preliminary Design were incorporated into the Final Design.

2.4.2.2 The Contractor shall conduct barrier wall mix design testing and pilot test(s), as required to develop and demonstrate the effectiveness of the slag cement bentonite (Slag-CB) and/or in-situ solidification and stabilization (ISS) design including collection of all required soil, groundwater, treated soil, and grout samples. Contractor’s submittal of the Final Design to the Client and Remediation Manager shall constitute Contractor’s certification that the mix design will meet all applicable performance standards as set forth in the Contract Documents.

2.4.2.3 The Remediation Manager and Contractor shall jointly submit the draft Final Design to the Client for review. The Client shall provide comments on the draft Final Design, and the Remediation Manager and Contractor shall together address the comments. When the Client’s comments have been addressed, the Remediation Manager shall send the draft Final Design to the EPA. The Remediation Manager and Contractor shall together address the deficiencies of the draft noted by the EPA (comments from the EPA) and shall prepare a Final Design. Activities involved in addressing the EPA comments and preparing the Final Design shall be completed on a not-to-exceed cost basis which shall be negotiated at the time the comments are received from the EPA.

2.4.2.4 The Remediation Manager shall certify the Final Design documents through 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 EPA and the Client state otherwise in writing. The following items shall be included with or as part of the Final Design, and the Contractor shall support their development as requested by Remediation Manager:

- (a) Complete design analyses supporting the design approach, with design calculations.
- (b) Plans, specifications and construction drawings.
- (c) Construction schedule.
- (d) Construction Quality Assurance Project Plan (“CQAPP”).
- (e) Construction Cost Estimate (an estimate within +15 percent to -10 percent of construction costs).
- (f) Any other documents necessary or appropriate to capture the Final Design and direct the Project.

2.4.2.5 Elements of the CQAPP are detailed in the following sections. The Construction Quality Assurance Program shall confirm the completed Final Design and Remedial Action meets or exceeds all design criteria, plans and specifications, and performance standards of the Contract Documents. The CQAPP shall incorporate relevant provisions of the Performance Standards Verification Plan (see Task IV of the Statement of Work). At a minimum, the CQAPP shall meet the requirements of the Statement of Work and include the following elements:

- (a) The name, qualifications, duties, authorities, and responsibilities of each person assigned a Quality Control (QC) function and a description of the quality control organization.
- (b) A description of the observations and control testing that will be used to monitor the construction and/or installation of the components of the Remedial Action. 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.
- (c) A schedule for managing submittals, testing, inspections, and any other Quality Assurance (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.

(d) 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.

(e) 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.

2.4.2.6 Together with Remediation Manager, the Contractor is jointly responsible for ensuring that all documents meet all applicable Regulatory Requirements and comply with the Contract Documents, as established during the Project Planning process set forth in paragraph 2.4.1, above. The Contractor shall ensure that all documents are mutually compatible. As the development of documents progresses, the Contractor shall update, at appropriate intervals, the Project Budget and Project Schedule.

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

2.4.3 Remedial Action Planning.

2.4.3.1 With Remediation Manager's oversight, the Contractor shall prepare the following documents, submit them to Client and Remediation Manager concurrent with the Final Design, and revise them as necessary to obtain Client and Remediation Manager approval of their final form:

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

2.4.3.2 The documents identified in Paragraph 2.4.3.1 must comply with the requirements of the SOW. Contractor may not undertake significant field changes to the Remedial Action as set forth in the Construction Work Plan and Final Design without the written approval of EPA, Client, and Remediation Manager. Contractor shall document the Remedial Action in enough detail to produce as-built construction drawings after the Remedial Action is complete. Requirements for the documents are summarized below.

2.4.3.3 Construction Work Plan. The Construction Work Plan shall include the plans, documents and other materials specified in the Contract Documents. At a minimum, the work plans shall include the types of equipment that will be used to complete the Contractor's Services on each Parcel; construction techniques/methods for each Parcel; and techniques/methods to protect above ground and below-grade utility lines located in the Project areas. In addition, the Construction Work Plan shall include procedures for conducting the Contractor's Services in accordance with the requirements of the Preliminary Vibration Monitoring and Instrumentation Plan prepared by the Remediation Manager. The Construction Work Plan shall also include such other plans and information necessary to capture the Contractor's Services needed for the Project, at Remediation Manager's direction.

2.4.3.4 Construction Management Plan. The Construction Management Plan shall indicate how the construction activities are to be implemented and coordinated with Client, Contractor, Remediation Manager and EPA during the Remedial Action. In the Construction Management Plan, the Contractor shall designate a Remedial Action Coordinator and its onsite representative. This plan shall 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 Client, Remediation Manager and EPA review and approval of those changes shall be included.

2.4.3.5 Construction Quality Control Plan. Contractor shall prepare and implement a Construction Quality Control Plan ("CQCP") to confirm with a reasonable degree of certainty, that the completed Remedial Action 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 shall occur for the purposes of quality control.

2.4.3.6 Construction Health and Safety Plan/Contingency Plan. The Contractor shall prepare a Construction Health and Safety Plan/Contingency Plan in conformance with the health and safety program for the Site, and in compliance with OSHA regulations and protocols. The Consultant shall continually update and amend this plan as needed to remain current with the Project's scope, Site conditions, Regulatory Requirements, and industry practice, and whenever it is attached to a new deliverable. The Construction Health and Safety Plan/Contingency Plan must include the following:

- (a) A health and safety risk analysis and all relevant safety information for all proposed and likely site activities.
- (b) A description of monitoring and personal protective equipment, medical monitoring, and site control.
- (c) A spill response plan (SRP) for addressing spills that occur on Site during remedial activities. The SRP must contain the following:

(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 at one of the pre-approved facilities.

(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 and procedures for reporting spills to Regulatory Agencies and other authorities in accordance with applicable Federal Clean Water Act requirements, State of Florida counterparts, and other federal, state and local laws and regulations. The Contractor shall make all notifications and submit all requisite forms, under Remediation Manager's oversight and following Remediation Manager's review and approval.

(d) 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.

(e) Name of a responsible, qualified full-time member of Contractor's organization at the Site whose duty shall be the prevention of incidents and injuries and addressing unsafe and undesirable behavior during the course of its performance of Contractor's Services.

(f) A description of the safeguards to be utilized for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and notifying users of the Site and adjacent sites and utilities. Those safeguards may include providing security guards. When the use or storage of explosives or other dangerous materials or equipment or unusual methods are necessary for the execution of the Contractor's Services, Contractor shall set forth procedures to ensure it exercises utmost care, including identifying properly qualified personnel who will always supervise and be responsible for such methods.

(g) Procedures that personnel will take in response to an emergency, with a list of all emergency equipment, evacuation plans and

procedures, and procedures and routes for emergency vehicular access/egress.

(h) Notification requirements and procedures for reporting emergencies, accidents and other incidents to regulatory agencies in accordance with OSHA and any state counterpart, and other applicable federal, state and local laws and regulations. The Contractor shall make all notifications and submit all requisite forms within the time required by the applicable Regulatory Requirement, under Remediation Manager's oversight and following Remediation Manager's review and approval.

(i) Procedures for ensuring a report to Client and Remediation Manager within one hour of all spills, accidents, emergencies, damage, injuries and other incidents arising out of or in connection with the Contractor's Services. Within 30 minutes of all accidents that cause death, serious bodily injury or property damage, Contractor shall notify the Client Representative and Remediation Manager by telephone or messenger giving full details and statements of any witnesses. In the event of a serious accident, the accident scene shall not be disturbed until released by Client and Remediation Manager, except for circumstances where imminent danger exists to those performing any emergency services. Contractor shall complete a report for Client and Remediation Manager within 24 hours for all spills, accidents, emergencies, damage, injuries, near misses, and deviations from the Health and Safety Program, as well as note these incidents in the Project Log. Contractor shall collect and maintain safety and health data for the performance of the Contractor's Services, which will include but not be limited to total hours worked, incidents, near misses, lost work days, restricted duty, recordable injuries, workers compensation experience modifier, and any OSHA or state plan citation history. Upon request, Contractor shall provide this data to Client and Remediation Manager.

(j) 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.

(k) 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.

(l) A case management plan for coordinating comprehensive healthcare services following an occupational illness or injury. The plan shall include an occupational health nurse case manager, who shall coordinate the healthcare services from the onset of injury or illness to the safe return to work or optimal alternative and who shall mobilize the appropriate resources for care over the course of the health event.

(m) 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, and all necessary emergency phone numbers (i.e., fire, rescue, local hazardous material teams, National Emergency Response Team, local, county, and state police, local hospitals, spill response team, etc.). This information must also be conspicuously posted at the job site.

(n) Procedures for monitoring weather emergencies and discussion of how weather conditions and notifications will impact Site operations.

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

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

(i) Air monitoring shall be conducted on Site. The Contractor shall 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 will 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 and Contractor.

2.4.4 Remedial Action Work Plan. Contractor shall support Remediation Manager's preparation of a Remedial Action Work Plan as defined in the SOW by providing such reports, analyses, written product, and other assistance Remediation Manager requests.

2.4.5 Permits and Approvals. The Remedial Action Work Plan, Construction 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, prior to implementation of the Remedial Action, unless EPA otherwise instructs in writing. The Contractor shall identify to Remediation Manager and Client all permits, authorizations, and approvals needed from federal, state, and local agencies and shall assist Client in obtaining all such permits and approvals necessary to complete the Project, except for such permits or approvals to be obtained directly by one or more subcontractors, in

which case Contractor shall provide oversight to the subcontractors and shall ensure all necessary permits, authorizations, and approvals are obtained.

2.5 Construction Work. The Contractor shall perform the construction and site restoration phases of the Project in accordance with this Agreement, the plans and other documents completed as described in this Agreement, the other Contract Documents, and with the Statement of Work to the extent applicable and not superseded by a later Contract Document. In the event of any conflict between this Agreement and any plan document or other Contract Document, the Contractor shall promptly identify the discrepancy to Client and Remediation Manager and follow Client's direction as to how to resolve the difference.

2.6 Post-Remediation Work. Contractor shall complete the post-remediation tasks as set forth herein and in accordance with the plans and other documents completed as described in this Agreement, the other Contract Documents, and with the Statement of Work to the extent applicable and not superseded by a later Contract Document. In the event of any conflict between this Section 2.6 and any plan document or other Contract Document, the Contractor shall promptly identify the discrepancy to Client and Remediation Manager and follow Client's direction as to how to resolve the difference

2.6.1 The Contractor shall attend a Pre-final Construction Inspection with Client, Remediation Manager and EPA 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. The Contractor shall prepare a Pre-final Construction Inspection Report that summarizes any outstanding construction items found during the inspection, including a checklist for the Final Inspection, and submit it to Client and Remediation Manager for review and approval. The Pre-final Construction Inspection Report must be reviewed and approved by EPA, and the Contractor shall promptly complete the outstanding items upon EPA's approval of the Pre-final Construction Inspection Report.

2.6.2 The Contractor shall attend a Final Construction Inspection with Client, Remediation Manager and EPA to be held upon completion of all outstanding issues identified in the Pre-final Construction Inspection Report.

2.6.3 The Contractor shall assist the Remediation Manager to prepare a Draft and Final Construction Report by providing as-built drawings and other information detailed in the Contract Documents. At a minimum, the Final Construction Report shall include:

- (a) A brief description of how outstanding items noted in the Pre-final Construction Inspection were resolved;
- (b) An explanation of modifications made during the Remedial Action to the original RD and Remedial Action 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.

2.6.4 The Contractor shall assist the Remediation Manager's preparation of 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, by providing such reports, information and/or materials the Remediation Manager requests.

2.7 Other Requirements.

2.7.1 Qualifications. Contractor shall comply, and shall require its subcontractors to comply, with all applicable labor, employment, and immigration laws that may impact Contractor's obligations under this Agreement, including but not limited to federal, state and local laws, rules and regulations, and executive orders that are now or that become applicable to the Contractor during the period the Contractor is performing the Contractor's Services hereunder. Without limiting the foregoing, Contractor shall comply strictly with all laws relating to the verification of its workers' eligibility to work in the United States, including the Immigration Reform and Control Act of 1986 and Form I-9 requirements. Contractor shall maintain all required employment records for at least three years following an employee's date of hire or one year following an employee's termination.

2.7.2 Alcohol and Drug Free Workplace Policy. Contractor and its subcontractors shall implement and administer an alcohol/drug abuse policy acceptable to Client and further acknowledges that any employee, contractor or subcontractor of Contractor performing Contractor's Services under this Agreement shall be subject to "for cause" testing on the basis of Client's reasonable suspicion of a violation of the policy. Client may, at its sole discretion, upon notice to Contractor, audit Contractor's substance abuse testing records relating to the Contractor's Services. Client encourages Contractor to offer employee assistance to all employees who test positive and to have employees visit a Substance Abuse Program (SAP).

2.7.3 Safety. Contractor and its personnel involved in performance of the Contractor's Services including, but not limited to, employees, subcontractors and agents shall comply with the Construction Health and Safety Plan/Contingency Plan and its various components developed in compliance with Paragraph 2.4.3.6 of this Agreement, with the Occupational Safety and Health Act of 1970 ("OSHA") (including any revisions or amendments to OSHA or successor legislation), and all other applicable federal, state and local safety laws, rules, and regulations. Contractor warrants that it will provide the Construction Health and Safety Plan/Contingency Plan to each subcontractor and shall require each subcontractor to transfer such information to each of its subcontractors. If Contractor employs non-English speaking persons, Contractor shall ensure that a bilingual person fluent in speaking, reading and writing both English and the applicable non-English language is available at the jobsite where the non-English speaking person(s) are working for purposes of safety and hazard related communications, communicating technical information, emergency response, and similar issues. Contractor shall maintain a reasonable ratio of non-English speaking personnel to each translator at all times. Contractor shall further ensure that all written and verbal safety training, hazard communications, and work rules are provided in the appropriate language for non-English speaking employees and persons.

2.8 Contract Administration.

2.8.1 Relationship with Remediation Manager.

2.8.1.1 The Contractor shall work with the Remediation Manager in pacing and sequencing the construction and allocating land use space, facilities, and equipment to perform the work in accordance with the Contract Documents. The Contractor shall ensure 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.

2.8.1.2 The Contractor shall direct all questions regarding the interpretation of the meaning and intent of the Contract Documents to the Remediation Manager, with a copy to Client. The Contractor shall record all such interpretations and resolutions in the Project Log.

2.8.1.3 The Contractor shall direct all change orders, proposals for additional work, changes to specifications or drawings, and other changes to the Contract Documents to the Remediation Manager, with a copy to Client.

2.8.1.4 The Contractor shall direct all claims to the Remediation Manager, with a copy to Client.

2.8.1.5 The Contractor shall submit all required certificates of insurance to the Remediation Manager, with a copy to Client.

2.8.1.6 The Contractor shall submit all shop drawings, product data, samples, and other required Project submittals to the Remediation Manager, with a copy to Client.

2.8.2 Subcontracting for Certain Aspects of Work. Any subcontracts which Contractor enters into for the Project must be reviewed and approved by Client and Remediation Manager, and must comply with the Contract Documents, including containing pass-through insurance and indemnity provisions protecting Client to the same degree as set forth herein. The Contractor shall administer the contracts for the Project on behalf of Client in accordance with the terms of those contracts and in accordance with the Project Schedule and the Project Budget.

2.8.2.1 Prior to any subcontractor being engaged by Contractor, the Contractor shall review the subcontractor's qualifications and the terms of any contracts that Contractor proposes to enter into with the subcontractor and verify those contracts' consistency with the Contract Documents, including the required pass-through insurance and indemnity provisions.

2.8.2.2 Unless already identified in the Proposal and accepted by Client, for any subcontract with a value above \$100,000, Contractor must obtain at least three competitive bids from reputable and qualified contractors regularly engaged in the type of work being procured. Client shall have the right, but not the obligation, to oversee the competitive bid process. Upon receipt of the bids, Contractor shall present

them to the Remediation Manager and Client with sufficient time to evaluate them and make a selection without any delay in the Project Schedule. If Client elects not to make the selection, Contractor shall award the subcontract to the lowest responsible and qualified bidder.

2.8.2.3 Contractor must use its best efforts to award at least 18% and 6% of the City's share¹ of the monetary value of the Contractor's Services to Minority Business Enterprises and Women-Owned Business Enterprises, respectively, that are officially certified or recognized as such by the City of Orlando. In staffing the Project, Contractor must use its best efforts to utilize a minimum of 18% minority and 6% female of the City's share of the monetary value of the workforce.

2.8.2.4 In consultation with the Client and Remediation Manager, the Contractor shall receive and respond to all requests from subcontractors for interpretation of the Contract Documents and shall resolve, in consensus with the Client, any questions or ambiguities in connection with such. The Contractor shall record all such interpretations and resolutions in the Project Log.

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

2.8.2.6 The Contractor shall receive and review all certificates of insurance, providing copies to Client and Remediation Manager and, as appropriate, the Regulatory Agencies and shall ensure that insurance satisfies the requirements of the Contract Documents.

2.8.2.7 The Contractor shall receive, review, and approve, all shop drawings, product data, samples, or other required Project submittals from subcontractors.

2.8.3 Project Log. The Contractor shall maintain a Project Log containing a daily record of weather, the Contractor's work on the Project, the number of persons present, equipment present, Contractor's Services accomplished, problems encountered, and other similar relevant data. Contractor shall provide regular status reports to Remediation Manager and Client, not less than weekly, during periods of active construction.

2.8.4 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 Contract Documents and Regulatory Requirements. Contractor shall work with the Remediation Manager and any subcontractors to assist as needed with the compliance monitoring activities.

¹ Pursuant to the Orlando Gasification Plant Site OU1 RD/RA Participation Agreement dated October 23, 2014, the City's share is 2% of the cost to complete the OU1 RD/RA Consent Decree obligations.

2.8.5 Periodic Meetings. The Contractor shall participate in regular meetings with the Remediation Manager, Client and EPA as set forth in the materials included in the invitation to bid, in the Remedial Action Work Plan, and as otherwise requested by Remediation Manager, Client and EPA. This shall include, but not be limited to, periodic meetings at appropriate intervals not less frequently than weekly with the Remediation Manager and all relevant active subcontractors to discuss and coordinate matters such as safety, compliance, schedule, cost, and job performance. The Contractor shall also hold daily safety meetings with all relevant active subcontractors, which Remediation Manager will attend.

2.8.6 Project Schedule Updates. The Contractor shall maintain the Project Schedule and update the Project Schedule monthly and whenever information indicates that a significant change in the Project Schedule is indicated, and provide a copy of each such update to Remediation Manager and Client. Contractor shall create the schedule in Microsoft Project or a compatible program acceptable to Client. 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 the Contractor's progress of its work. If an update to the Project Schedule indicates that the Project will not achieve milestones, or that critical path items have been delayed or not met, the Contractor shall evaluate the causes for such matters and prepare, in consultation with the Remediation Manager and any subcontractors, a written recommendation to Client for corrective measures.

2.8.7 Project Budget Updates. The Contractor shall update the Project Budget, including the cash flows, monthly 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. The Contractor shall provide Client and Remediation Manager a copy of each such update.

2.8.8 Project Records. The Contractor 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 Project. In addition, the Contractor shall 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 and the Contract Documents.

2.8.9 Performance Monitoring. The Contractor shall monitor the performance of each of the subcontractors, using such observations and tests as are necessary or appropriate to assure that the requirements of each subcontractor's contract are being satisfied. Upon written authorization from Client, the Contractor 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 subcontractor's requirements are not being met, the Contractor shall reject the work and

shall direct the subcontractor to take appropriate corrective action, provided however that if deficiencies in the subcontractor's work present substantial and imminent risks to persons, property, or the environment, or interfere with the work of other contractors, the Contractor shall immediately issue a field order to stop work and shall notify the Remediation Manager and Client as soon as possible. The Contractor shall then coordinate with the appropriate subcontractor to correct the deficiency and restart the work.

2.8.10 Applications for Payment. The Contractor shall pay all subcontractors directly and shall manage the invoicing process, including receiving, reviewing, and confirming the accuracy and appropriateness of all applications for payment submitted by any subcontractors. The Contractor shall determine in general that the work of each subcontractor is being performed in accordance with the requirements of the Contract Documents and Regulatory Requirements. Payment applications shall be made using the appropriate AIA Forms for all subcontractors. The Contractor shall maintain records of all applications for payment and all payments and provide them with all Invoices to Client, with a copy to Remediation Manager.

2.8.11 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. Contractor shall cooperate with the Remediation Manager in preparing these reports and shall provide in a timely manner such data, information and materials the Remediation Manager requires and otherwise requests for the preparation of these reports.

2.8.12 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. Contractor shall support Remediation Manager in this role as Remediation Manager requests.

2.8.13 Safety. The Contractor shall observe the implementation of the safety programs of all of its employees and subcontractors to ensure that such implementation is consistent with the Contractor's own safety program and the Construction Health and Safety Plan/Contingency Plan. Contractor shall note any deviation on the Project Log and report the event to Client and Remediation Manager. In the event of a substantial deviation from any health or safety requirements, Contractor shall immediately stop the work until the deviation is remedied. Within 30 minutes of an accident, injury, or incident involving health, safety, or damage to persons or property, Contractor shall notify Client and Remediation Manager and submit a written report of the incident to Client and Remediation Manager within 24 hours. Contractor shall maintain all records that record, reflect, or evidence such incident and all corrective measures. Contractor shall also submit all reports and notifications required by any Regulatory Requirement to the appropriate Regulatory Agencies in a timely and accurate manner. Whenever possible, Contractor shall obtain Remediation Manager's and Client's review and approval prior to said notification or submittal.

2.8.14 Nonconforming Work. If any of the Contractor's Services fail to conform to the applicable requirements set forth in the Contract Documents, upon notice by Client or

Remediation Manager, Contractor shall, at its sole cost and expense and without any additional charges to Client, promptly perform corrective work of the type originally required.

2.8.15 Materially Nonconforming Work. If any aspect of the Contractor's Services is "Materially Nonconforming," Contractor shall as soon as reasonably practicable: (A) perform a root-cause analysis to identify the cause of such failure; (B) provide Client and Remediation Manager 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 will not recur after the procedure has been completed. Contractor shall implement any corrective practices the Remediation Manager or Client recommends to prevent future occurrences. For purposes of this section, "Materially Nonconforming Services" is work that fails to conform to the applicable requirements set forth in the Contract Documents and either violates a Regulatory Requirement or could affect the integrity of the Remedy or EPA's approval thereof.

2.8.16 Work Completion. When the Contractor believes the Remedy Portion is substantially complete, the Contractor shall ask the Remediation Manager to inspect the Contractor's Services. The Remediation Manager will prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Contractor shall coordinate with the Remediation Manager to resolve any disputes regarding substantial and satisfactory completion. The Contractor shall then complete the Remedy Portion. Upon satisfactory completion, the Contractor shall then submit the warranties and other documents required by the Contract Documents. The Contractor shall then forward to Remediation Manager and Client a final invoice with a Certificate for Payment.

2.9 Supplemental Contractor's Services. The Contractor shall also perform those "Supplemental Contractor's Services" set forth an Exhibit "C" attached to this Agreement.

2.10 Changes and Additions to the Contractor's Services. The Parties understand and agree that changes in site conditions, Regulatory Requirements, requirements of third-parties, changes to the Remedy, or other considerations, may create the need for changes to the Contractor's Services.

2.10.1 Amended Contractor's Services. Client reserves the right, by written notice to the Contractor, to make changes in the Contractor's Services so long as such changes do not materially and adversely affect the Project Schedule or Project Budget ("Amended Contractor's Services"). The Contractor shall proceed with the Amended Contractor's Services immediately upon receipt of said notice. If the Parties cannot agree to an equitable adjustment, if any, to either the Project Budget or the Project Schedule, then the Party seeking relief may do so under the provisions of Section 8 hereof.

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

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

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

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

2.10.3 Subsurface Conditions. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could materially and adversely affect the total Project Schedule and Project Budget. If a thorough review of the Contract Documents and a planning effort compliant with Section 2.4.1 would not have revealed said conditions, Client and Contractor shall cooperate to agree on reasonable adjustments to the Contractor's Services, Project Schedule and Project Budget to accommodate the unexpected conditions.

3. Client's Responsibilities.

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

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 Contractor's Services, including without limitation all financial assurances established by the Regulatory Requirements.

3.4 Copies. Client shall furnish the Contractor with a copy of the Contract Documents, and will provide any additional copies Contractor reasonably requires at Contractor's request.

3.5 Client Activities. Client reserves the right to perform activities and operations related to the Site and the Project using Client's own personnel or representatives provided that such do not materially interfere with the Contractor's obligations under this Agreement. If Contractor believes that such activities and operations by Client do interfere with Contractor's performance under this Agreement, Contractor shall promptly inform Client. Any disputes regarding such interference shall be resolved in accordance with Section 8 herein.

4. Payment.

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

4.1.1 Direct Personnel Expenses are the costs that cover the direct salaries of the Contractor'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 Contractor 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 Contractor may not use or contract with any related company in performing actions for which Contractor seeks recovery of Reimbursable Expenses.

4.1.3 Invoices. Contractor shall submit invoices for Direct Personnel Expenses and Reimbursable Expenses monthly within 10 days of the end of each calendar month to both Client and Remediation Manager. Such invoices shall include all Direct Personnel Expenses and all Reimbursable Expenses actually received by Contractor 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 Contractor must maintain and make available to Client and Remediation Manager all invoices or other evidence of Contractor's entitlement to reimbursement. All invoices must be accompanied by a Certificate for Payment.

4.1.3.1 Contractor shall also review any subcontractor's invoices for accuracy, reasonableness, and conformance with the Contract Documents and pay all subcontractors directly. The Contractor shall determine in general that the work of the subcontractor is being performed in accordance with the requirements of the Contract Documents and Regulatory Requirements.

4.1.3.2 Contractor's Certificate for Payment shall constitute a representation to Client indicating that to the best of Contractor's knowledge, information, and belief, based on Contractor's review as required by this Agreement, the Project has progressed to the point indicated and the Contractor's Services have been performed in accordance with the Contract Documents and Regulatory Requirements.

4.1.4 Subcontractor Releases. To the extent Contractor engages approved subcontractors to perform the Contractor's Services, as a condition of any monthly invoice reflecting final payment by Contractor to such subcontractors, Contractor 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 shall engage an agent to act as escrow agent for the Project ("Escrow Agent"). Client shall refer the undisputed amount of each Contractor invoice within 30 days of receipt to the Escrow Agent for the Orlando Gasification Plant Site Group, who shall then make payment to Contractor as set forth below. Each Member remains individually, but not jointly, liable for its pro rata share² of any amount due to Contractor but not paid by the Escrow Agent.

4.1.5.1 Until the Contractor's Services are fifty (50) percent complete, Client shall withhold ten percent from each payment as retainage. After fifty-percent completion of the Contractor's Services, the Contractor may present to Client a payment request for one-half of the retainage. Once Contractor's Services are fifty (50) percent complete, Client shall withhold five percent from each payment as retainage. After the Contractor's Services are complete, the Contractor may present to Client a payment request for the retainage.

4.1.5.2 Client shall refer the retainage payment requests referenced in paragraph 4.1.5.1 to the Escrow Agent within 30 days with instructions to release the retainage requested unless Client can demonstrate the Contractor's Services were not completed fully and in compliance with the Contract Documents. In that case, Contractor shall correct the deficiency and then may reapply for payment. Once the deficiency has been resolved to Client's satisfaction, Client shall refer the payment request to the Escrow Agent within 30 days with instructions to release the retainage requested. Contractor's invoices shall be paid within 20 days from Client's referral to Escrow Agent.

4.1.5.3 Client may dispute any item on any invoice that it reasonably believes deviates from the Contractor's Services or that reflects unnecessary, excessive,

² Duke's and AGLC's final shares have not yet been determined for OU2 related work. Consequently, their payments will be made without waiving any of their rights regarding their respective allocation shares.

or unauthorized activities, or on account of Contractor's Services not performed, defective Contractor's Services performed and not remedied by Contractor, unpaid labor or materials bills, or unpaid claims of any kind agreed to be paid by Contractor under this Agreement (collectively "Disputed Items"). Client shall deduct the amounts reflected by Disputed Items from the Contractor's invoice and pay the remainder in accordance with paragraph 4.1.5.1 and 4.1.5.2, above.

4.1.5.4 If and when Contractor remedies or removes the cause or causes for withholding payments for Disputed Items without cost to Client, and presents satisfactory evidence of such to Client, Client shall promptly make the withheld payment to Contractor. If Contractor 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 Contractor; 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. Without the prior written consent of Client, the charge for the Contractor's Services shall not exceed the following values: (1) For any tasks identified as "Lump Sum" in the Bid Sheet of the Contractor's Proposal, the charge shall not exceed the Lump Sum provided; (2) For any tasks identified according to a Unit Rate in the Bid Sheet of the Contractor's Proposal, the charged Unit Rate shall not exceed the rate provided; and (3) Where an estimated quantity is provided in the Bid Sheet of the Contractor's Proposal, Contractor shall not materially exceed the estimate. Contractor shall bring any expected change to these values, including any change attributable to deviations from the "List of Assumptions" of Section 10 of the Contractor Proposal, to the attention of Client and Remediation Manager as soon as Contractor anticipates such changes, and in any event prior to the submission of any invoices for affected Contractor's Services.

4.1.7 Records. Contractor's records that record, reflect, or evidence Direct Personnel Expenses or Reimbursable Expenses shall be available to Client, Client's agents, and Remediation Manager at reasonable times and places. Contractor shall preserve and maintain all Project records in accordance with the Regulatory Requirements, unless Client assigns the responsibility otherwise.

5. Payment and Performance Bond.

Prior to commencing the Contractor's Services, Contractor shall obtain a payment and performance bond with a surety insurer authorized to do business in Florida as surety. The form of the bond shall be in a form satisfactory to Client, and Contractor shall provide Client with a copy. The bond shall be conditioned upon the Contractor's performance of the Contractor's Services as set forth in this Agreement and other Contract Documents and upon promptly making payments to all persons who furnish labor, services, or materials for the Project. The bond shall pay Client all losses, damages, penalties, fines, expenses, costs, and attorneys' and paralegals' fees, including for trials, appellate and administrative proceedings, that Client sustains because of Contractor's breach of this Agreement, failure to complete the Contractor's Services or failure to make any payment due for the provision of labor, services or materials required therefor. The amount of the bond shall be equal to the Project Budget. Contractor shall

maintain the bond until the completion of all Contractor's Services under this Agreement, including all applicable payments to employees, subcontractors and suppliers. If the bond expires before that time, at least thirty (30) days prior to that expiration Contractor shall provide Client with a signed endorsement or certificate showing the bond has been renewed or extended.

6. Insurance.

6.1 Prior to commencing the Contractor's Services, Contractor 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 shall protect Contractor and Client from any and all claims that may arise out of or result from the Contractor's Services.

6.2 Without limiting the general requirement stated in paragraph 6.1, above, Contractor shall purchase and maintain insurance coverage of at least the following types and stated amounts on a project basis for the duration of the Contractor's Services:

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

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

6.2.3 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 administrative and judicial 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.

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

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

6.2.6 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. Contractor 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.

6.2.7 Railroad Protective Liability (RPL) Insurance, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of \$5,000,000 per occurrence for bodily injury and property damage, with at least \$10,000,000.00 aggregate limit per annual policy period, and with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used.

6.3 The total limits of insurance required in the above Section 6.2 may be satisfied by any combination of primary and excess/umbrella liability insurance policies, provided that all insurance, including any excess/umbrella insurance, shall be primary as to any insurance carried by the Group, its Members, and Remediation Manager and shall be designated as such on all relevant certificates and endorsed on the insurance policies.

6.4 Each constituent member of the Group shall be named as an “Additional Insured” by endorsement on all of the above-mentioned policies except for Professional Errors and Omissions insurance referred to in paragraph 6.2.2, above, and except for Workers Compensation Insurance, referred to in paragraph 6.2.4, above. CSX Transportation, Inc. and Florida Central Railroad Company shall be named as an “Additional Insured” by endorsement on the RPL Insurance policy. The policies identified in paragraphs 6.2.1, 6.2.3, and 6.2.4 above shall be endorsed to provide a Waiver of Subrogation in favor of Client and Contractor. Contractor shall furnish written evidence of coverage to Client and Remediation Manager prior to commencing the Contractor’s Services.

6.5 Contractor shall review any subcontractor’s written evidence of coverage and confirm the coverage comports with the requirements of this section before that subcontractor commences the Contractor’s Services.

6.6 The costs of insurance coverage as set forth in paragraph 6.2 and its subparagraphs in excess of Contractor’s ordinary coverages are Reimbursable Expenses under paragraph 4.1.2.

6.7 Contractor 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.

7. Indemnification.

7.1 Contractor shall defend, indemnify and hold harmless the Members, jointly and severally, and any affiliate corporations, including the officers, directors, employees, agents, successors and assigns of the same, jointly and severally, from any and all direct damages; liabilities; costs; penalties; fines; forfeitures; demands; claims; causes of action; suits; claims by Contractor’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 at trial and appellate trials and in all administrative proceedings), which may hereafter arise as a direct or indirect result of:

7.1.1 injury or death of any person and/or for any damage to property (real or personal) caused by Contractor’s performance of the Contractor’s Services or by any willful or

negligent acts, errors or omissions of Contractor, its subcontractor(s) and their respective officers, directors, agents or employees;

7.1.2 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 Contractor, its subcontractor(s) or their respective officers, directors, agents or employees;

7.1.3 any occupational injury or illness sustained by any employee or agent of Contractor or its subcontractor(s) in furtherance of Contractor's Services hereunder;

7.1.4 any failure of Contractor or any of its subcontractors to perform the Contractor's Services in accordance with the Contract Documents, Regulatory Requirements, and with generally accepted professional standards;

7.1.5 any breach of Contractor's representations or warranties as set forth herein; and/or

7.1.6 any other failure of Contractor to comply with obligations on its part to be performed under this Agreement.

7.2 For those tasks designated as being the joint responsibility of both Remediation Manager and Contractor, including but not limited to the Final Design, Contractor is jointly and severally liable with Remediation Manager for those liabilities identified in Section 7.1.

7.3 Contractor agrees that its indemnification obligations set forth in this Article, shall include, but not be limited to, liability for damages for which Contractor is responsible under Paragraph 7.1 above resulting from the personal injury or death of an employee of Contractor, or its subcontractor, regardless of whether Contractor, 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.

7.4 In the event Client seeks to exercise its rights hereunder, Client shall provide Contractor with notice of its intent to do so. However, failure of Client to so notify Contractor shall not be deemed a waiver of Contractor's obligation to indemnify Client hereunder; provided, however, that Contractor 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 Contractor. As a condition precedent to Contractor having exclusive control over the defenses of such a claim, Contractor 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.

7.5 To the extent that Section 725.06, Florida Statutes, is applicable to the Contractor's Services, 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 Ten Million and 00/100 Dollars (\$10,000,000.⁰⁰).

7.6 Survival. These indemnification provisions shall survive termination of this Agreement and shall continue until such time as the Contractor's Services are completed, the Regulatory Requirements are satisfied, and EPA issues a Certificate of Completion covering all phases of the work as set forth in the Consent Decree.

8. 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.

8.1 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 shall be honored. The specific format of the discussions shall 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.

8.1.1 This Section notwithstanding, the Parties understand that certain settlements reached by the Executive Sponsors may be subject to approval by the City Council.

8.2 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 if 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.

8.2.1 Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The matter shall then be resolved by binding arbitration before three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The three-judge panel shall be filled as follows: Client may select one arbitrator, Contractor may select one arbitrator, and Client and Contractor must agree on a third arbitrator, which agreement may not unreasonably be withheld.

8.2.2 A demand for arbitration must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may 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.

8.2.3 All decisions of the arbitrators must be in writing and submitted to the Parties and shall set forth findings of fact and conclusions of law. In the final award, the arbitrators shall 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.

8.2.4 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.

8.2.5 Notwithstanding the above, either Contractor or Client may challenge the award in a court of law if either of their rights were materially prejudiced by corruption, fraud, or misconduct in procuring the award.

9. Termination and Suspension of Agreement.

9.1 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 Contractor, or Contractor makes an assignment for the benefit of creditors, or a receiver is appointed for Contractor's assets. If Client terminates this agreement for cause as set forth in this paragraph, Client shall pay Contractor all Direct Personnel Expenses and Reimbursable Expenses, through the date of termination.

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

9.2.1 If Client terminates this Agreement for convenience as set forth in paragraph 9.2, Contractor shall continue to provide the Contractor's Services until the effective date of termination, plus provide continuing services to effect a transfer to another contractor for up to 180 days at Client's discretion. To the extent Client requests, Contractor shall assign to Client all contracts related to the Contractor's Services.

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

9.3 Suspension. Client shall have the right to suspend Contractor's Services for any reasonable amount of time.

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

9.3.2 Client shall pay Contractor all Direct Personnel Expenses and Reimbursable Expenses during the period of suspension according to the terms and conditions of Section 4, above.

9.3.3 Other than as set forth in paragraphs 9.2 and 9.3, Client shall have no liability to Contractor for any claims, causes of action, suits, damages, losses, and expenses arising out of, or resulting from, Client's termination of this Agreement.

10. Representations and Warranties.

10.1 Technical Skills. Contractor understands and acknowledges that the Contractor's Services involve the management and control of activities involving hazardous and toxic substances and involve laws, regulations, and Regulatory Requirements related thereto. Contractor represents and warrants that it is technically, physically, financially, and legally ready, willing, and able to perform the Contractor's Services hereunder and that it is familiar with and knowledgeable about the Regulatory Requirements and Contract Documents. Contractor warrants that the Contractor's 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 Contractor's Services are performed and (B) safely, lawfully, timely, and properly performed.

10.2 Reliance. Contractor acknowledges and agrees that Client is relying upon Contractor's special and unique abilities and upon the accuracy, competence, and completeness of Contractor's Services, and that the Contractor's Services will be relied upon by Client to satisfy the Contract Documents, Regulatory Requirements, and all governmental and other requirements.

10.3 Design. For the portion of the Contractor's Services that includes preparation of designs, specifications, procedures, or other particulars, Contractor represents and warrants that such particulars are appropriate for, and shall achieve, the applicable Regulatory Requirements; and shall comply with the Contract Documents, Regulatory Requirements, and all governmental and other requirements.

10.4 Contractor's Services. Contractor represents and warrants that the Contractor's Services, including any Contractor's Services completed by its subcontractor, comply with the Regulatory Requirements and the Contract Documents and are performed in accordance with the designs and specifications it and/or the Remediation Manager certified or approved.

10.5 Additional Assurances. Contractor 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 10.5:

10.5.1 "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;

10.5.2 "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;

10.5.3 "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

10.5.4 “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.

11. Miscellaneous Provisions.

11.1 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.

11.2 Entire Agreement. This Agreement, along with the other Contract Documents, represent the entire and integrated agreement between Client and Contractor with respect to the subject matter hereof and supersede previous and contemporaneous negotiations, comments, and writings by the Parties, including draft agreements.

11.3 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.

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

11.5 Time. Time is of the essence.

11.6 Confidentiality.

11.6.1 From time to time, Client may disclose to Contractor information that is proprietary, confidential, or otherwise protected (“Confidential Information”). Such Confidential Information shall be marked as “CONFIDENTIAL” or Client will otherwise plainly indicate to Contractor 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.

11.6.2 Contractor agrees that all Confidential Information received from Client, any Member, any Member’s counsel, any Member’s technical consultant, or Remediation Manager pursuant to this Agreement shall be held in strict confidence by Contractor and by all persons to whom confidential information is revealed pursuant to this Agreement, and that such information shall be used only in connection with conducting the activities that are necessary and proper to carry out the purposes of this Agreement.

11.6.2.1 The obligations set forth in paragraph 11.6.2 do not apply if and to the extent that Contractor is legally required to disclose such Confidential Information pursuant to valid legal process, court order, regulatory requirement, or otherwise.

11.6.2.2 If Contractor receives any request, notice, order, or other requirement to disclose Confidential Information, Contractor shall promptly notify Client and cooperate with Client to object and/or respond to such request.

11.6.3 Contractor 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 Contractor protects its own confidential information.

11.6.4 Public Records Act. Notwithstanding the foregoing, the Parties understand and agree that this document and related records may be subject to disclosure to the extent required by laws governing disclosure of public documents, including, but not limited to, Chapter 119, Florida Statutes, to the extent applicable to any "public record."

(a) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.³

(b) Prior to contacting the Custodian of Public Records pursuant to Paragraph 11.6.4(a), Contractor shall notify the Client with sufficient time to collaborate on the issue.

(c) If Contractor receives any request, notice, order, or other requirement to disclose any records pursuant to Chapter 119, Florida Statutes, or other component of Florida's Government in the Sunshine Law, s. 286.011, F.S., *et seq.*, Contractor shall promptly notify Client and cooperate with Client to object and/or respond to such request.

11.7 Notice. Any notice, request, direction, instruction, payment or other communication required or permitted to be made or given by any party hereto shall be in writing to the addresses set forth below or to such other address as the recipient may designate in writing to all parties and shall be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, (iii) sent Federal Express, USPS Express Mail, UPS or other overnight delivery service with delivery confirmation, or (iv) sent by email, in which case notice shall be deemed complete upon receipt of an electronic "read receipt" or a response from the recipient.

³ Florida Statute 119.0701(2) requires that each public agency contract for services contain this language. If Contractor has any questions about this language or its inclusion herein, Contractor shall contact the Client.

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

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

With a copy to:
Jennifer A. Simon
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street, Suite 3600
Atlanta, GA 30309
jsimon@kmcllaw.com

With a copy to:
Andrew Brey, P.G.
12802 Tampa Oaks Boulevard, Suite 151
Tampa, FL 33637
ABrey@Geosyntec.com

If to Contractor:
Great Lakes Environmental &
Infrastructure
6558 Lonetree Boulevard
Rocklin, CA 95765

11.8 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.

11.9 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 or anticipatable weather events and circumstances attributable to a breach of this Agreement by Contractor, 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 to be executed by their duly authorized representatives, effective on the date written above.

[SIGNATURES OCCUR ON FOLLOWING PAGES]

CONTRACTOR

Great Lakes Environmental & Infrastructure LLC

By: 

Name: Bruce Diettert

Title: Senior VP / CFO

[SIGNATURES (continued)]

DUKE ENERGY FLORIDA, LLC.

(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)]

PEOPLES GAS SYSTEM,
a division of Tampa Electric Company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURES (continued)]

CITY OF ORLANDO, FLORIDA

BY THE MAYOR OF THE CITY OF
ORLANDO, FLORIDA:

Mayor

Date

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA:

City Clerk

Print Name

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA:

Assistant City Attorney

Print Name

EXHIBIT "A"

CONTRACT DOCUMENTS

1. The Consent Decree for Remedial Design/Remedial Action (RD/RA) for OU1, Orlando Former Gasification Plant, *U.S. v. AGLC, CHI, Duke, Blaine Pierce, OrlaGroup LLC and City*, Case 6:15-cv-28 (M.D. Fla. Mar. 18, 2015), including all subsequent modifications thereto and also including all appendices, 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 shall be provided to Contractor as such are executed and final.
4. [other]

EXHIBIT "B"

APPROVED SUBCONTRACTORS

ISS Soil Stabilization	FECC, Inc.
Engineering, Permitting and Compliance Services	Rob Martin of Elohi Engineering, LLC
Construction Services for Option B CSM Method Barrier Wall	BAUER Foundation Corp.
Surveying and Engineering Services	Southeastern Surveying and Mapping Corporation

EXHIBIT "C"

SUPPLEMENTAL SERVICES

No Supplemental Services are included.

**EXHIBIT “D”
CONTRACTOR’S RATE SCHEDULE**

The following labor hourly rates shall apply for all additional work performed on a cost-plus basis, as approved by the Owner.

The labor hourly rates shall include all labor cost associated with each position, as applicable, including: rate of pay for normal working hours, insurance, vacation pay, other payroll burdens, transportation and all other allowances including overhead and profit but not including Reimbursable Expenses listed elsewhere in the Agreement.

Overtime Rates shall be used for compensation of approved overtime only.

Labor Hourly Rates			
Trade Classification	Regular Rates for Normal Working Hours	Overtime Rates	Premium Rate (Sunday or Holidays)
Project Manager – Field*	\$112.00	-	-
Project Manager – Office	\$79.00	-	-
Technical Advisor – Field*	\$138.00	-	-
Technical Advisor – Office	\$105.00	-	-
Remedial Action Coordinator – Field *	\$138.00	-	-
Remedial Action Coordinator – Office	\$105.00	-	-
Project Construction Manager – Field*	\$141.00	-	-
Project Construction Manager – Office	\$107.00	-	-
Field Construction Manager*	\$124.00	-	-
Project Controls Specialist – Office	\$64.00	-	-
Site Health and Safety Officer *	\$103.00	-	-
Project Engineer*	\$94.00	-	-
Specialty Operator*	\$83.00	\$77.00	\$77.00
Heavy Equipment Operator*	\$76.00	\$66.00	\$66.00
Equipment Operator*	\$73.00	\$62.00	\$62.00
Skilled Laborer*	\$58.00	\$42.00	\$42.00
Truck Driver*	\$64.00	\$44.00	\$44.00

*** Includes Lodging and Per Diem Allowance, if applicable**

* Overtime rates apply after 40-hours.

General

Reimbursable Expenses

Personal Automobile (per mile)

Cost

Current Gov't Rate