

**CONSULTING OVERSIGHT AGREEMENT FOR MANAGEMENT OF THE DESIGN,
CONSTRUCTION AND IMPLEMENTATION OF THE OU1 REMEDY**

This “Consulting Oversight Agreement for Management of the Design, Construction and Implementation of the OU1 Remedy” (“Agreement”) is made this ____ day of _____, 2018, 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 Geosyntec Consultants, Inc. (“Remediation Manager”).

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, through the Agreement for Remediation Design and Management dated November 21, 2014 (“First Agreement”), Client retained Remediation Manager to prepare a Preliminary Design (“PD”) representing approximately 60 percent of the design effort and, by this Agreement, Client intends to continue using Remediation Manager’s services 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 select a contractor to collaborate with Remediation Manager in completing the design, constructing and implementing the barrier wall portion of OU1 remedy;

WHEREAS, Client expects to distribute subsequent invitation(s)¹ to bid to select a contractor to collaborate with Remediation Manager in completing the design, construction and implementation of the sparge/SVE, groundwater extraction, and other elements of OU1 remedy;

WHEREAS, Remediation Manager has assured Client that it is knowledgeable and experienced in designing the remediation measures and managing remediation projects of the type

¹ This Agreement is intended to cover all remaining Work necessary to complete the OU1 RD/RA effort under the Consent Decree. The Group expects to bid the various components of the Work in phases, and multiple Contractors may be engaged to complete the Work under Remediation Manager’s oversight. Therefore, singular terms used herein (for example, Contractor, Project, invitation to bid, etc.) are intended to include the plural, and vice versa, unless the context otherwise clearly indicates.

called for at the Site, and that it is ready, willing, and able to conduct such design and management tasks; and

WHEREAS, on the basis of these assurances by Remediation Manager, Client has decided to retain Remediation Manager to collaborate in the design and to manage the remedy and perform other Work, 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 Work.” Defined in paragraph 2.11.2.

“AGLC.” Atlanta Gas Light Company.

“Agreement.” This Consulting Oversight Agreement for Management of the Design, Construction and Implementation of the OU1 Remedy, dated _____.

“Amended Work.” Defined in paragraph 2.11.1.

“Budget.” The Project Budget(s) and the RM Budget, together which reflect the overall budget to complete the Work.

“Certificate for Payment.” Remediation Manager’s transmittal, made in accordance with paragraph 2.9.8.2 and 4.1.3.2.

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

“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 10.6.1.

“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).

“Contract Documents.” The set of documents provided to or generated in collaboration with the Remediation Manager, which includes but is not limited to this Agreement, the materials included in the invitations to bid for portions of the remedy, the Contractor Proposal, the

Contractor Agreement, 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. If Remediation Manager identifies a conflict, discrepancy or ambiguity between any Contract Documents, Remediation Manager must promptly identify that conflict, discrepancy or ambiguity to Client and follow Client’s direction as to how to resolve the difference.

“Contractor.” The company(ies) or firm(s) whose proposal(s) the Group accepts to complete the various elements of the Remedy design in collaboration with Remediation Manager and to construct and implement the elements of the Remedy.

“Contractor Agreement.” The agreement(s) executed between the Group and the Contractor.

“Contractor Proposal.” The proposal(s) prepared by Contractor in response to the Group’s invitation to bid and accepted by the Group.

“Contractor’s Services” All tasks, actions, and work performed by Contractor or its affiliates or subcontractors pursuant to the Contractor Agreement.

“Direct Personnel Expenses.” Defined in paragraph 4.1.1.

“Disputed Items.” Defined in paragraph 4.1.5.1.

“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 7.1.

“FDEP.” Florida Department of Environmental Protection.

“Final Construction Inspection.” Defined in paragraph 2.6.2.

“First Agreement.” Agreement for Remediation Design and Management, between Client and Remediation Manager, dated November 21, 2014.

“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 generated pursuant to the First Agreement, which represents approximately 60 percent of the design effort.

“Project.” Each component of the Work separately bid to Contractors.

“Project Budget.” Contractor’s statement of the total cost of completing its component of the Work prepared pursuant to paragraph 2.4.1.4 and updated regularly and as required pursuant to paragraph 2.4.2.5 and 2.9.6.

“Project Log.” Defined in paragraph 2.9.2.8.

“Project Manager.” Defined in paragraph 2.3.

“Project Schedule.” Contractor’s written schedule prepared with Remediation Manager’s oversight, initially as called for in paragraph 2.4.1.5, and thereafter revised and submitted as required by this Agreement, including as called for in paragraph 2.4.2.5 and 2.9.5.

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

“RAR.” Remedial Action Report, defined in paragraph 2.6.3.

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

“Regulatory Requirements.” All requirements applicable to the Work 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 Work. The term is intended to be interpreted broadly to encompass every legal requirement of any kind whatsoever that applies to Work at the Site and with respect to which Client looks to Remediation Manager to assure compliance as included within the Services.

“Reimbursable Expenses.” Defined in paragraph 4.1.2.

“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(s), the approved Remedial Action Work Plan and other plans approved by EPA.

“Remedial Action Work Plan.” Defined in paragraph 2.4.5 of this Agreement.

“RM Budget.” The Remediation Manager’s estimate of the total cost of completing its component of the Work.

“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.

“Work.” All remediation activities as required by or associated with the Regulatory Requirements or the Contract Documents relating to OU1, including, but not limited to: soil excavation, in-situ stabilization, transportation, and disposal; groundwater treatment and monitoring; and all other activities of a similar nature; and all other activities ancillary, necessary, or appropriate thereto.

“Work Schedule.” Remediation Manager’s written schedule to complete the Work, 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 2.9.5.

2. The Work.

2.1 The Remediation Manager shall conduct the Work as set forth in this Section including but not limited to paragraphs 2.4 through 2.10 of this Agreement, as well as provide other services related to the Work, if any, added in accordance with paragraph 2.11 of this Agreement. The Work shall consist generally of three phases (Phase I: surface soil work, Phase II: barrier wall work, Phase III: air sparge/soil vapor extraction work). This Agreement is intended to encompass Phases II and III of the Work. The purpose of the Work is to support the implementation of the Remedy to the satisfaction of the Group and EPA, in part by coordinating, approving, overseeing and supervising Contractor’s Services. In performing the Work, the Remediation Manager is an independent contractor and shall not be deemed, nor shall the Remediation Manager hold itself out to be, an agent or representative of Client.

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

2.3 Remediation Manager shall designate a duly qualified, knowledgeable and experienced natural person as its authorized representative to serve as the central point of communication between the Group and the Remediation Manager and to act on Remediation Manager’s behalf with respect to the Work (the “Project Manager”). In addition, the persons listed in this paragraph 2.3 are designated as “Key Personnel.” The Parties acknowledge and agree that these Key Personnel are essential to Remediation Manager’s performance under this Agreement.

Remediation Manager shall use reasonable efforts to retain these Key Personnel during the term of this Agreement. Remediation Manager shall not replace, change the role, or reduce the involvement of any of these named individuals in connection with its provision of the Work without the prior written consent of Client. Key Personnel:

Jim Langenbach (Project Manager)
Andrew Brey (Senior Design Engineer)
Chris Robb (Design Engineer)
Dan Woeste (Senior Design Engineer)
Dan Schauer (Project Construction Manager)

2.4 Pre-Remediation Work. The Work shall be developed consistent with and guided by the Statement of Work. 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, Remediation Manager shall promptly identify the discrepancy to Client, and the Remediation Manager shall follow Client's direction as to how to resolve the difference.

2.4.1 Planning.

2.4.1.1 Bid Documents for Contractor Procurement. The Remediation Manager shall develop bid package(s) for the purpose of procuring a Contractor(s) for each element of the Remedial Action. The bid package shall include detailed specifications in Construction Specification Institute format or other format approved by the Client for all activities related to the Remedial Action.

2.4.1.2 Project Contracting. The Remediation Manager shall assist Client in the selection process of a Contractor(s) through the following tasks as directed by Client:

- (a) Preparation of recommended methods for soliciting bids or otherwise inviting participation by potential contractors, preparation of all necessary documentation necessary to accomplish such, and proposal of methods for evaluating submissions and selection of contractors.
- (b) Pre-qualification of all potential bidders and submission of the list of qualified potential bidders to Client.
- (c) Establishment of bidding processes and schedules, conducting pre-bid conferences and Site visits as appropriate, issuance of bid document packages to qualified potential bidders, and responding to questions from bidders.
- (d) Evaluation of contractors and recommendation of one or more contractors.

(e) Assurance that the Contractor Agreement(s) encompass all requirements of the Project and capture the elements necessary to conduct the Project in a thorough, efficient, and economical manner.

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

(g) All other tasks deemed necessary by the Group.

2.4.1.3 Remediation Manager shall participate in a Site visit with Client and Contractor 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.

2.4.1.4 Contractor's Budget. The Remediation Manager shall review the Contractor's 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 cost for performance of the Contractor's Services and for each major component of or subcontract for the completion of the Project. Where costs are dependent upon Client's selection of alternatives, the Project Budget shall indicate the approximate cost of those alternatives.

2.4.1.5 Schedule. Remediation Manager shall ensure a Project Schedule is completed as soon as practicable after the Contractor's retention and is acceptable to Client and conforms to the Contract Documents. All major subcontractors must approve those portions of the Project Schedule that involve those subcontractors. Each Project Schedule shall highlight items that are important "critical path" items or have particularly long lead times. Each 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. Remediation Manager shall also create, update and continually maintain a Work Schedule that incorporates each Contractor's Project Schedule and shows the timeline for completing all tasks necessary to complete the Work. Remediation Manager shall ensure both the Work Schedule and the Project Schedules are continually revised whenever needed to ensure their continued accuracy.

2.4.1.6 The Remediation Manager shall attend meetings as requested by Client and be prepared to discuss, together with Contractor, various remedial planning issues, which may include Project requirements, Project Budget, Work and Project Schedules, Remediation Manager's evaluation of the relative feasibility and effectiveness 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 Remediation Manager shall work with the Contractor to prepare a Final Design. The Remediation Manager and Contractor 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 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.

2.4.2.3 The Remediation Manager shall seal and 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 Client state otherwise in writing. The following items shall be included with or as part of the Final Design, and Remediation Manager shall solicit the necessary information, data and other materials from Contractor for their completion:

- (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 Work.

2.4.2.4 Elements of the CQAPP are detailed in the following sections. The Construction Quality Assurance Program shall confirm the 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.

2.4.2.5 Together with the Contractor, the Remediation Manager is jointly responsible for ensuring that the documents meet all applicable requirements and conform to the Contract Documents. The Remediation Manager shall ensure that all documents are correctly integrated and compatible. As the development of documents progresses, the Remediation Manager shall monitor and review the Project Budget and shall update, at appropriate intervals, the RM Budget and overall Budget, and initiate communications with the Group about the Budget, Work Schedule, and Project Schedule for any needed modifications.

2.4.2.6 Project Facilities. The Remediation Manager shall review Contractor's recommendations regarding Project requirements for staging areas, areas for facilities and equipment, areas for decontamination, and similar requirements.

2.4.3 Remedial Action Planning.

2.4.3.1 The Remediation Manager shall review and provide recommendations regarding the following documents, which Contractor shall complete prior to implementation of each element of the Remedial Action and concurrent with the submittal of the Final Design, and Remediation Manager shall ensure each complies with the requirements of the SOW:

- (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 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 Work on each Parcel; construction techniques/methods for each Parcel; and techniques/methods to protect above ground and below-grade utility lines located in the Work areas. In addition, the Construction Work Plan shall include procedures for conducting the Work in accordance with the requirements of the Preliminary Vibration Monitoring and Instrumentation Plan, which the Remediation Manager shall prepare. The Construction Work Plans shall also include such other plans and information necessary to capture the Work needed for each element of the Remedy. Remediation Manager shall identify those plans and information and direct the Contractor to include them in the Construction Work Plan.

2.4.3.3 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 and 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.

2.4.3.4 Construction Quality Control Plan. A Construction Quality Control Plan ("CQCP") shall be prepared and implemented 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.

2.4.3.5 Construction Health and Safety Plan/Contingency Plan. The Construction Health and Safety Plan shall conform to the health and safety program for the Site and comply with OSHA regulations and protocols. The Remediation Manager shall ensure the Contractor continually updates and amends 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 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 Work.

(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 Work, 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. Remediation Manager shall ensure the Contractor makes all notifications and submits all requisite forms within the time required by the applicable Regulatory Requirement, and shall review and approve all submittals.

(i) Procedures for ensuring a report to Client within one hour of all spills, accidents, emergencies, damage, injuries and other incidents arising out of or in connection with the Work. Within thirty minutes of all accidents that cause death, serious bodily injury or property damage, Contractor shall notify the Client Representative 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, 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 Work, 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 shall consist of continuous real-time monitoring performed immediately adjacent to any waste excavation areas, treatment areas, any other applicable areas when work is occurring and at the perimeter of the work areas. The plan describing area monitoring shall be provided to Remediation Manager and Contractor.

2.4.4 Groundwater Monitoring Plan. Remediation Manager shall prepare, obtain Client approval, and submit to EPA a Groundwater Monitoring Plan (GWMP) that satisfies the Regulatory Requirements, including but not limited to the Statement of Work in the Consent Decree. Remediation Manager shall obtain EPA approval of the GWMP and then ensure the GWMP is fully and accurately implemented. Remediation Manager shall revise, obtain Client approval, and submit to EPA a revised GWMP at the appropriate time to conform to the post-construction phase of the Remedial Action.

2.4.5 Remedial Action Work Plan. Remediation Manager shall prepare, with support from the Contractor, the Remedial Action Work Plan, which shall provide a detailed plan of action for completing the Remedial Action activities. The objective is to provide for the safe and efficient completion of the Remedial Action. The Remedial Action Work Plan shall include a comprehensive description of the work to be performed and the final construction schedule for completion of each major activity and submission of each deliverable. Specifically, the Remedial Action Work Plan shall present the following:

(a) A detailed description of the tasks to be performed and a description of the work products to be submitted to EPA, all of which shall be in accordance with the Contract Documents.

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

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

(d) Descriptions of the community relations support activities to be conducted during the Remedial Action. If requested by the Client, the Remediation Manager shall assist the Client in preparing and disseminating information to the public regarding the Remedial Action work to be performed.

(e) A strategy for completing the Work. The Remediation Manager shall review and provide recommendations regarding the document Contractor prepares for EPA's review and approval describing the strategy for delivering the Work. This document shall address the management approach for implementing the Remedial Action, including procurement methods and contracting strategy, phasing alternatives, and Remediation Manager and equipment availability concerns.

2.4.6 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 Remediation Manager shall review the Contractor's identification of permits, authorizations, and approvals needed from federal, state, and local agencies to complete the Project, and shall provide recommendations and assistance to Contractor to ensure all necessary permits are requested and obtained in an expeditious manner.

2.5 Remediation Work. The Remedy shall be performed as set forth in 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 Remediation Manager shall promptly identify the discrepancy to Client and follow Client's direction as to how to resolve the difference.

2.6 Post-Remediation Work. Remediation Manager 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, Remediation Manager shall promptly identify the discrepancy to Client and follow Client's direction as to how to resolve the difference.

2.6.1 The Remediation Manager shall attend a Pre-final Construction Inspection with Client and Contractor to be held upon preliminary completion of each separately bid phase 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. Remediation Manager shall review the Pre-final Construction Inspection Report, provide its recommendations to Client, and, upon Client's concurrence, work with Contractor to revise as needed. The Remediation Manager shall submit the Pre-final Construction Inspection Report to EPA for review and approval. Upon EPA's approval of the Pre-final Construction Inspection Report, Remediation Manager shall coordinate the Contractor's prompt completion of the outstanding items.

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

2.6.3 At the completion of each separately bid Project, the Remediation Manager shall solicit the requisite input from the Contractor for a Remedial Action Report ("RAR"), which the Remediation Manager shall prepare at the completion of all Project phases. In the RAR, the Remediation Manager shall certify the Site remedy and restoration have been fully performed and the performance standards specified in the Regulatory Requirements have been attained. Without limiting the generality of the forgoing, the RAR shall include the following elements, which the

Remediation Manager may request the Contractor draft or collaborate in their drafting or preparation:

2.6.3.1 A Final Construction Report including:

- (a) A brief description of how outstanding items noted in the Prefinal Inspection were resolved;
- (b) An explanation of modifications made during the 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.

2.6.3.2 The most recent groundwater monitoring report.

2.6.3.3 Synopsis of the work as described in the Statement of Work and a demonstration in accordance with the Performance Standards Verification Plan that Performance Standards have been achieved.

2.6.3.4 Certification that the Remedial Action has been completed in full satisfaction of the requirements of the Consent Decree.

2.6.3.5 A description of how Client shall implement any remaining portion of the EPA approved Operation and Maintenance Plan.

2.6.4 Post-Construction Groundwater Monitoring Plan.

Within 90 days of the Pre-final Construction Inspection for the final phase of the Project, Remediation Manager shall prepare, obtain Client approval, and submit to EPA a revised GWMP appropriate for the post-construction phase of the Work. The plan shall comply with the Statement of Work's requirement of providing a mechanism to ensure that both short-term and long-term Performance Standards for the RA are met in groundwater. Remediation Manager shall obtain EPA's approval of the plan and then implement the plan on the approved schedule.

2.6.5 Operations and Maintenance Plan.

Within 90 days of EPA approval of the Final Construction Report for the final phase of the Project, Remediation Manager shall prepare, obtain Client approval, and submit to EPA an OU1 Operations and Maintenance Plan (O&M Plan). The plan shall comply with the Statement of Work's requirement of ensuring the long-term stability of the ISS-treated portion of the site, maintenance of the culvert, implementation of the post-construction GWMP, and maintenance of the institutional controls. Remediation Manager shall obtain EPA's approval of the plan and then implement the plan on the approved schedule.

2.7 Other Requirements.

2.7.1 Qualifications. Remediation Manager shall comply, and shall require its subcontractors to comply, with all applicable labor, employment, and immigration laws that may impact Remediation Manager'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 Remediation Manager during the period the Remediation Manager is performing the Work hereunder. Without limiting the foregoing, Remediation Manager 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. Remediation Manager 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. Remediation Manager and its subcontractors shall implement and administer an alcohol/drug abuse policy acceptable to Client and further acknowledges that any employee or subcontractor of Remediation Manager performing Work 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 Remediation Manager, audit Remediation Manager's substance abuse testing records relating to the Work. Client encourages Remediation Manager to offer employee assistance to all employees who test positive and to have employees visit a Substance Abuse Program (SAP).

2.8 Safety. Remediation Manager and its personnel involved in performance of the Work 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 Section 2.4.3 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. Remediation Manager will oversee the Contractor's compliance with the Construction Health and Safety Plan/Contingency Plan and with this section and shall require each Contractor to transfer such information to each of its subcontractors. If Remediation Manager or Contractor employs non-English speaking persons, Remediation Manager 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. Remediation Manager shall ensure a reasonable ratio of non-English speaking personnel to each translator is maintained at all times. Remediation Manager 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.

2.9 Contract Administration.

2.9.1 Contracting for Certain Aspects of Work.

2.9.1.1 The Remediation Manager shall be responsible for directing the pace and sequence of construction and the land use space, facilities, and equipment needed for performing work in accordance with the Contract Documents.

2.9.1.2 Prior to any subcontractor or Contractor being engaged by the Group or Remediation Manager, the Remediation Manager shall review the subcontractor's or Contractor's qualifications and the terms of any applicable contracts and verify those contracts' consistency with the Contract Documents, including the required pass-through insurance and indemnity provisions.

2.9.1.3 Prior to entering into any subcontract with a value above \$100,000, Remediation Manager 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, Remediation Manager shall present them to the Client with sufficient time to evaluate them and make a selection without any delay in the Work Schedule. If Client elects not to make the selection, Remediation Manager shall award the subcontract to the lowest responsible and qualified bidder.

2.9.1.4 Remediation Manager must use its best efforts to award at least 18% and 6% of the City's share² of the monetary value of the Work 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 Work, Remediation Manager 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.

2.9.2 Relationship with Contractor and subcontractors.

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

2.9.2.2 The Remediation Manager shall use best efforts to prevent Contractor from initiating change orders and in the event changes to the Work or Contract Documents are requested, the Remediation Manager shall submit all such matters to the Client in a timely manner, along with Remediation Manager's recommendation.

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

² 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.

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

2.9.2.5 Safety. The Remediation Manager shall observe the implementation of the safety programs of all Contractors and subcontractors to ensure that such implementation is consistent with the Remediation Manager's own safety program and the Construction Health and Safety Plan/Contingency Plan. Remediation Manager shall note any deviation from the safety program on the Project Log and shall communicate the deviation to the Client. In the event of a substantial deviation from any health or safety requirements, Remediation Manager shall instruct the relevant Contractor or subcontractor to 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, Remediation Manager shall notify Client and submit a written report of the incident to Client in writing within 24 hours. Consultant shall maintain all records that record, reflect, or evidence such incident and all corrective measures. Remediation Manager shall also ensure all reports and notifications required by any Regulatory Requirement are complete, accurate and timely submitted to the appropriate Regulatory Agencies.

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

2.9.2.7 All Project submittals remain the responsibility of the Remediation Manager, who shall receive, review, and approve, all shop drawings, product data, samples, or other required Project submittals, whether generated by Remediation Manager, the Contractor or a subcontractor.

2.9.2.8 Project Log. The Remediation Manager shall review the Project Logs submitted by Contractor and manage those Project Logs to ensure they contain a complete record of the weather, the Contractor's work on the Project, the number of persons present, equipment present, Work accomplished, problems encountered, other similar relevant data, and the other items required under the Contract Documents. Remediation Manager shall ensure the Contractor provides regular status reports to Remediation Manager and Client, not less than weekly, during periods of active

construction. Remediation Manager shall review those status reports for completeness and accuracy.

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

2.9.4 Periodic Meetings. The Remediation Manager shall participate in regular meetings with the Contractor, Client and EPA as set forth in the applicable plans created pursuant to this Agreement and as otherwise requested by Client and EPA. This shall include, but not be limited to, periodic meetings at appropriate intervals not less frequently than weekly, with the Contractor and all relevant active subcontractors to discuss and coordinate matters such as safety, compliance, schedule, cost, and job performance. The Remediation Manager shall prepare and maintain minutes of such meetings and shall distribute copies to Client and the Contractor within one week of those meetings' occurrence. The Remediation Manager shall also attend the Contractor's daily safety meetings with relevant active subcontractors.

2.9.5 Schedule Updates. The Remediation Manager shall maintain the Work Schedule and update the Work Schedule monthly and whenever information indicates that a significant change in the Work Schedule is indicated, and provide a copy of each such update to Client. The Remediation Manager shall review the Contractor's Project Schedule and otherwise solicit and review such information from the Contractor as necessary to ensure the continued accuracy of the Work Schedule. Remediation Manager shall create the schedule in Microsoft Project or a compatible program acceptable to Client. Remediation Manager shall monitor the Contractor's Project Schedule for thoroughness, accuracy and compliance with the Contract Documents. The updates to the Project Schedule should 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 progress of the Work. If an update to the Project Schedule indicates that the Work shall not achieve milestones, or that critical path items have been delayed or not met, the Remediation Manager shall direct the Contractor to evaluate the causes for such matters and prepare a written recommendation to Client and Remediation Manager for corrective measures. The Remediation Manager shall review that recommendation and provide Client its analysis.

2.9.6 Budget Updates. The Remediation Manager shall regularly monitor the Project Budget and review the Contractor's updates to ensure the Project stays within the Project Budget. Remediation Manager shall ensure the Project Budget is updated monthly and whenever information indicates a change is warranted, and provide Client its analysis of any Project Budget updates. The Remediation Manager shall also update the RM Budget and overall Budget monthly and whenever information indicates that a significant change in the Budget is indicated. Remediation Manager shall provide Client with a copy of each such update. All updates referenced in this paragraph should 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.

2.9.7 Records. The Remediation Manager shall maintain all necessary and appropriate records for the Work, including a complete set of all approved drawings, all specifications and other performance requirements, all contracts, all Regulatory Requirements, and every other document that in any way establishes requirements for the Work. In addition, the Remediation Manager 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.

2.9.8 Applications for Payment. The Remediation Manager shall receive, review, and approve all invoices submitted by the Contractor, including the applications for payment submitted by subcontractors and Contractor's payments of same. The Remediation Manager shall forward such invoices to Client, accompanied by a Certificate for Payment.

2.9.8.1 The Remediation Manager shall determine in general that the work of the Contractor is being performed in accordance with the requirements of the Contract Documents and Regulatory Requirements.

2.9.8.2 Remediation Manager's Certificate For Payment shall constitute a representation to Client indicating that to the best of Remediation Manager's knowledge, information, and belief, based on Remediation Manager's review as required by this Agreement, the Work has progressed to the point indicated and the Work has been performed in accordance with the Contract Documents and Regulatory Requirements.

2.9.9 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, with Contractor's assistance. Remediation Manager shall collaborate with the Contractor to ensure the accuracy and completeness of these reports. Remediation Manager shall prepare these reports in a timely manner, shall submit them to Client with sufficient time for review and approval, and shall then submit the reports to the appropriate Regulatory Agencies.

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

2.9.11 Corrective Work.

2.9.11.1 Nonconforming Work of Remediation Manager. If any of Remediation Manager's Work (including, but not limited to, any certifications, recommendations, and assessments provided in Remediation Manager's oversight capacity) fails to conform to the applicable requirements set forth in the Contract Documents, upon notice by Client, Remediation Manager shall, at its sole cost and expense and without any additional charges to Client, promptly perform corrective work of the type originally required.

2.9.11.2 Materially Nonconforming Work of Remediation Manager. If any of Remediation Manager's Work (including, but not limited to, any certifications, recommendations, and assessments provided in Remediation Manager's oversight capacity) is "Materially Nonconforming," upon notice by Client and as soon as reasonably practicable, Remediation Manager shall: (A) perform a root-cause analysis to identify the cause of such failure; (B) provide Client with a report detailing the cause of, and procedure for correcting, such failure; (C) correct such failure; and (D) provide Client with assurance reasonably satisfactory to Client that such failure shall not recur after the procedure has been completed. For purposes of this section, "Materially Nonconforming Work" 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.

2.9.11.3 Nonconforming Work of Contractor. If Remediation Manager identifies any "Minor Nonconforming Work" of the Contractor, Remediation Manager shall provide notice to Client and instruct the Contractor, at Contractor's sole cost and expense and without any additional charges to Client, to promptly perform corrective work of the type originally required. For purposes of this section, "Minor Nonconforming Work" includes work that fails to conform to the applicable requirements set forth in the Contract Documents but that does not violate any Regulatory Requirement and would not affect the integrity of the Remedy or EPA's approval thereof.

2.9.11.4 Materially Nonconforming Work of Contractor. If Remediation Manager identifies any "Materially Nonconforming Work" of the Contractor, Remediation Manager shall notify Client and, at Client's instruction, instruct Contractor, at Contractor's sole cost and expense and without any additional charges to Client, to 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 shall not recur after the procedure has been completed. Remediation Manager shall review Contractor's report and provide Client and Contractor with any recommendations, including ways to prevent future deviations.

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

2.9.13 Work Completion. When the Remediation Manager believes the Remedy is substantially complete, it shall inform the Client, and the Client will inspect the Work and

prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Remediation Manager shall then complete the Work necessary to complete Remedy. Upon satisfactory completion, the Remediation Manager shall then submit the warranties and other documents required by the Contract Documents. Remediation Manager shall then submit to Client an invoice and Certificate for Payment.

2.10 Supplemental Work. The Remediation Manager shall also perform that “Supplemental Work” set forth an Exhibit “C” attached to this Agreement.

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

2.11.1 Amended Work. Client reserves the right, by written notice to the Remediation Manager, to make changes to the Work so long as such changes do not materially and adversely affect the Work Schedule or RM Budget (“Amended Work”). The Remediation Manager shall proceed with the Amended Work immediately upon receipt of said notice. If the Parties cannot agree to an equitable adjustment, if any, to either the RM Budget or the Work Schedule, then the Party seeking relief may do so under the provisions of Section 7 hereof.

2.11.2 Additional Work. Client may from time to time during the term of the Project request that the Remediation Manager perform a service that would materially and adversely affect the RM Budget or Work Schedule (“Additional Work”). Upon receipt of such a request from Client, the Remediation Manager shall provide Client with:

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

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

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

2.11.3 The Remediation Manager shall review all submittals, if any, from the Contractor regarding Amended or Additional Contractor’s Services and shall provide Client with any recommendations.

3. Client’s Responsibilities.

3.1 Information. Client shall provide available and relevant information known to it concerning the Work, 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 Work (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, but which are outside of the Work, including without limitation all financial assurances established by the Regulatory Requirements.

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

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

4. Payment.

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

4.1.1 Direct Personnel Expenses are the costs that cover the direct salaries of the Remediation Manager's employees contributing directly to the Work, 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 increase annually beginning in January 2019 according to the following schedule:

4.1.1.1 0.5625% increase if, in the previous 12 months, no upward modifications to the RM Budget were needed other than for Client-requested amendments or additions to the Work under Section 2.11;

4.1.1.2 0.5625% increase if, in the previous 12 months, Remediation Manager experienced no incidents related to the Work that met the recording criteria set forth in 29 CFR 1904.7 or in any similar new or revised OSHA regulation;

4.1.1.3 0.5625% increase if, in the previous 12 months, Remediation Manager received no notices of violation, noncompliance or similar from any Regulatory Agency related to the Work and did not violate any Regulatory Requirement in conducting the Work;

4.1.1.4 0.5625% increase if, in the previous 12 months, Remediation Manager did not present to Client any draft or final reports, plans, analyses, summaries or other written product (including, but not limited to, any written product originally produced by Contractor and reviewed by Remediation Manager) containing any objectively-verifiable technical errors and Remediation Manager did not commit any objectively-verifiable technical errors in its performance of any on-Site Work.

4.1.2 Reimbursable Expenses. Reimbursable Expenses are those reasonable and necessary expenses incurred by Remediation Manager and its employees in the interest of the Work, including authorized out-of-town travel expenses. Reimbursable expenses do not include clerical word processing or similar charges. Remediation Manager may add a surcharge, not to exceed 5%, of Reimbursable Expenses to reflect the cost of administration and overhead in arranging for, accounting for, and managing Reimbursable Expenses.

4.1.2.1 Remediation Manager may not use or contract with any related company in performing actions for which Remediation Manager seeks recovery of Reimbursable Expenses.

4.1.3 Invoices. Remediation Manager shall submit prompt monthly invoices for Direct Personnel Expenses and Reimbursable Expenses. Such invoices shall include all Direct Personnel Expenses and all Reimbursable Expenses actually received by Remediation Manager through the period of the invoice. Direct Personnel Expenses shall be described on the invoice by day, and for each day detailing each person who contributed to the Work, the amount of time spent by such person, a brief but informative description of the Work performed by that person, and that person's hourly rate. All Reimbursable Expenses must be separately enumerated and Remediation Manager must maintain and make available to Client all invoices or other evidence of Remediation Manager's entitlement to reimbursement. All invoices must be accompanied by a Certificate for Payment. Remediation Manager shall also review the Contractor's monthly invoices for accuracy, reasonableness, and conformance with the Contract Documents.

4.1.3.1 Remediation Manager shall also review any of its subcontractor's invoices for accuracy, reasonableness, and conformance with the Contract Documents and pay all of its subcontractors directly. The Remediation Manager 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 Remediation Manager's Certificate for Payment shall constitute a representation to Client indicating that to the best of Remediation Manager's knowledge, information, and belief, based on Remediation Manager's review as required by this Agreement, the Work has progressed to the point indicated and the Work has been performed in accordance with the Contract Documents and Regulatory Requirements.

4.1.4 Subcontractor Releases. To the extent Remediation Manager engages approved subcontractors to perform the Work, as a condition of any monthly invoice reflecting final payment by Remediation Manager to such subcontractors, Remediation Manager shall furnish a general release of all claims and final lien waivers from such subcontractors 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 Work (“Escrow Agent”). Client shall refer the undisputed amount of each Remediation Manager invoice within 30 days of receipt to the Escrow Agent for the Orlando Gasification Plant Site Group, who shall then make payment to Remediation Manager. Each Member remains individually, but not jointly, liable for its pro rata share³ of any amount due to Remediation Manager but not paid by the Escrow Agent.

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

4.1.5.2 If and when Remediation Manager 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 Remediation Manager. If Remediation Manager fails to remedy such cause within 30 days after notice from Client, Client may, but need not, remedy the cause and deduct the necessary cost of such from the amount due Remediation Manager; provided, however, that Client is not obligated to pay any bills of, or claims against, Remediation Manager 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 Work will not exceed the following values: The total monthly charge for the project management and administration tasks shall not exceed \$8,360. The total charge for completing the Remedial Action Work Plan as described in Paragraph 2.4.5 shall not exceed \$20,000. The other tasks identified in Section 2 shall be completed pursuant to a scope of work and not-to-exceed value the Parties will prepare and agree upon in advance. The total charge to the Client for these tasks shall then not exceed the not-to-exceed value on which the Parties agreed. Remediation Manager shall bring any expected change to these values to the attention of Client as soon as Remediation Manager anticipates such changes, and in any event prior to the submission of any invoices for affected Work.

4.1.7 Records. Remediation Manager’s records that record, reflect, or evidence Direct Personnel Expenses or Reimbursable Expenses shall be available to Client and Client’s

³ 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.

agents at reasonable times and places. Remediation Manager shall preserve and maintain all records associated with the Work in accordance with the Regulatory Requirements, unless Client assigns the responsibility otherwise.

5. Insurance.

5.1 Prior to commencing Work, Remediation Manager shall purchase from and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Work is conducted, 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 Remediation Manager and Client from any and all claims that may arise out of or result from the Remediation Manager's Work.

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

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

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

5.2.3 Contractor's Operations and Professional Services environmental insurance, (or Contractor's Pollution Liability insurance) including coverage for both sudden and non-sudden pollution conditions, with limits not less than \$10,000,000 per claim and \$10,000,000 total all claims. The policy must include coverage for bodily injury, property damage, cleanup costs (on-site and off-site), and 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.

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

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

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

5.3 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 5.2.2, above, and except for Workers Compensation Insurance, referred to in paragraph 5.2.4, above. The policies identified in paragraphs 5.2.1, 5.2.3, and 5.2.4 above shall be endorsed to provide a Waiver of Subrogation in favor of Client and Remediation Manager. Remediation Manager shall furnish written evidence of coverage to Client prior to commencing the Work.

5.4 Remediation Manager shall review its subcontractors and Contractor’s written evidence of coverage and confirm the coverage comports with the requirements of this section before that entity commences Work.

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

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

6. Indemnification.

6.1 Remediation Manager 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 Remediation Manager’s employees, agents (including subcontractors), officers, or directors; and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys’ and paralegals’ fees at trial and appellate trials and in all administrative proceedings), which may hereafter arise as a direct or indirect result of:

6.1.1 injury or death of any person and/or for any damage to property (real or personal) caused by Remediation Manager’s performance of the Work or by any willful or negligent acts, errors or omissions of Remediation Manager, its subcontractor(s) and their respective officers, directors, agents or employees;

6.1.2 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 Remediation Manager, its subcontractor(s) or their respective officers, directors, agents or employees;

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

6.1.4 any failure of Remediation Manager or any of its subcontractors to perform the Work in accordance with the Contract Documents, Regulatory Requirements, and with generally accepted professional standards;

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

6.1.6 any other failure of Remediation Manager to comply with its obligations on its part to be performed under this Agreement; and/or

6.1.7 any deviance of the Contractor's Services from the Contract Documents, Regulatory Requirements, and with generally accepted professional standards, but only to the extent that the Remediation Manager fails to perform the Work as set forth in this Agreement in connection therewith.

6.2 For those tasks designated as being the joint responsibility of both Remediation Manager and Contractor, including but not limited to the Final Design, Remediation Manager is jointly and severally liable with Contractor for those liabilities identified in Section 6.1.

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

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

6.5 To the extent that Section 725.06, Florida Statutes, is applicable to the Work, this indemnification shall be construed in accordance with the limitations provided therein and the monetary limitation on the extent of the indemnification required therein shall be Twenty Million and 00/100 Dollars (\$20,000,000.⁰⁰).

6.6 Survival. These indemnification provisions shall survive termination of this Agreement.

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

7.1 Initially, each party shall designate a representative with full authority to settle and resolve the dispute at issue (the "Executive Sponsor"). The Executive Sponsors shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of

resorting to formal mechanisms. During the course of such negotiations, all reasonable requests for non-privileged information 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.

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

7.2 If the Executive Sponsors do not resolve the dispute within 14 days after a Party invokes the option of resolving the dispute by the Executive Sponsors, (which would mean conclusion of the mediation 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.

7.2.1 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, Remediation Manager may select one arbitrator, and Client and Remediation Manager must agree on a third arbitrator, which agreement may not unreasonably be withheld.

7.2.2 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.

7.2.3 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.

7.2.4 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.

7.2.5 Notwithstanding the above, either Remediation Manager 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.

8. Termination and Suspension of Agreement.

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

Remediation Manager, or Remediation Manager makes an assignment for the benefit of creditors, or a receiver is appointed for Remediation Manager's assets.

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

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

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

8.3 Suspension. Client shall have the right to suspend Remediation Manager's Work for any reasonable amount of time.

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

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

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

9. Representations and Warranties.

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

9.2 Reliance. Remediation Manager acknowledges and agrees that Client is relying upon Remediation Manager's special and unique abilities and upon the accuracy, competence, and completeness of Remediation Manager's Work, and that the Work shall be relied upon by Client to satisfy the Contract Documents, Regulatory Requirements, and all governmental and other requirements.

9.3 Design. For the portion of the Work that includes preparation of designs, specifications, procedures, or other particulars, Remediation Manager 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; provided, however, that if the design cannot achieve the Regulatory Requirements due to unforeseen and concealed conditions that no reasonable consultant would be expected to know, then this representation and warranty shall not apply to the extent of such conditions.

9.4 Work. Remediation Manager represents and warrants that its Work and the Work of its subcontractors complies with the Regulatory Requirements and the Contract Documents and is performed in accordance with the designs and specifications Remediation Manager certified or approved. When reviewing Contractor's Services or performance of the Work, Remediation Manager's certification or approval of that Work constitutes a representation and warranty that, to the best of Remediation Manager's knowledge, such Work complies with the Regulatory Requirements and the Contract Documents and is performed in accordance with the designs and specifications Remediation Manager certified or approved.

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

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

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

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

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

10. Miscellaneous Provisions.

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

10.2 Entire Agreement. This Agreement, along with the other Contract Documents, represent the entire and integrated agreement between Client and Remediation Manager with respect to the subject matter hereof and supersede all previous and contemporaneous negotiations, comments, and writings by the Parties, including without limitation the First Agreement, all draft agreements, and all proposals, exceptions, or limitations provided by Remediation Manager.

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

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

10.5 Time. Time is of the essence.

10.6 Confidentiality.

10.6.1 From time to time, Client may disclose to Remediation Manager information that is proprietary, confidential, or otherwise protected (“Confidential Information”). Such Confidential Information shall be marked as “CONFIDENTIAL” or Client shall otherwise plainly indicate to Remediation Manager the confidential nature of the information. Such Confidential Information includes, but is not limited to, information that derives value, actual or potential, from not being generally known to the public or to other persons.

10.6.2 Remediation Manager agrees that all Confidential Information received from Client, any Member, any Member’s counsel, any Member’s technical consultant, or Contractor pursuant to this Agreement shall be held in strict confidence by Remediation Manager 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.

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

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

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

10.6.4 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 REMEDIATION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REMEDIATION MANAGER'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 32801.⁴

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

(c) If Remediation Manager 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.*, Remediation Manager shall promptly notify Client and cooperate with Client to object and/or respond to such request.

10.7 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.

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

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

⁴ Florida Statute 119.0701(2) requires that each public agency contract for services contain this language. If Remediation Manager has any questions about this language or its inclusion herein, Remediation Manager shall contact the Client.

gcorbett@southernco.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

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

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

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

[SIGNATURES OCCUR ON FOLLOWING PAGES]

REMEDIATION MANAGER

Geosyntec Consultants, Inc.

By: _____

Name: _____

Title: _____

[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 the Orlando Gasification Site, as executed by the Members of, including all subsequent modifications thereto and also including all appendices to the Consent Decree, including the Statement of Work.
2. The Record of Decision for Operable Unit 1
3. All access agreements entered in by the Orlando Gasification Plant Site Group with neighboring landowners, copies of which shall be provided to Remediation Manager as such are executed and final.
4. [other]

EXHIBIT “B”

APPROVED SUBCONTRACTORS

Drilling:

Utility Locate:

Surveying:

Analytical Laboratory:

Treatability Testing:

EXHIBIT “C”

SUPPLEMENTAL WORK

No Supplemental Work is included.

EXHIBIT “D”

REMEDIATION MANAGER’S RATE SCHEDULE

ORLANDO SITE-SPECIFIC LABOR CATEGORIES	<u>Rate/Hour</u>
Project Manager	\$185
Design Engineer	\$175
Senior Design Engineer/Scientist/Design Team Leader	\$155
Task Engineer/Scientist	\$140
Jr. Engineer/Scientist	\$120
Project Construction Manager	\$175
Field Manager	\$135
Project Controls Specialist	\$105
Lead Construction Inspector	\$95
Senior Engineering Technician	\$80
Field Technician	\$75
Designer	\$105
Administrative	\$55
 <u>General</u>	
Reimbursable Expenses	In accordance with Section 4.1.2
Personal Automobile (per mile)	Current Gov’t Rate