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AGREEMENT
BY AND BETWEEN THE
PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
WESTON SOLUTIONS, INC.

THIS AGREEMENT, made this 15th day of April, 2015, by and between the PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter referred to as "DEPARTMENT" and WESTON SOLUTIONS, INC., hereinafter referred to as "CONTRACTOR."

WHEREAS, the DEPARTMENT is desirous of retaining a contractor to provide interim response and remediation services pursuant to the passage by the Pennsylvania Legislature of the Hazardous Sites Cleanup Act, Act 108 of October 18, 1988, 35 P.S. 6020.101 – 6020.1305, the Land Recycling and Environmental Remediation Standards Act, Act 2 of May 19, 1995, 35 P.S. 6026.101 – 6026.908, and the Storage Tank and Spill Prevention Act, Act 32 of July 6, 1989, 35 P.S. 6021.101 – 6021.2104; and

WHEREAS, the DEPARTMENT issued a Request for Proposal to contract for services to provide the interim response and remediation services as set forth in this Agreement and the attachments hereto; and

WHEREAS, the CONTRACTOR submitted a proposal to provide the aforementioned services.

NOW, THEREFORE, the parties hereto, intending to be legally bound, mutually agree as follows:

1. CONTRACTOR AGREES:

1.1 CONTRACTOR shall make its services readily available to the DEPARTMENT on an as-needed basis in accordance with this Agreement and the attachments herein to provide interim response and remediation services relating to Pennsylvania's Environmental Cleanup Programs. It is agreed that there will be no minimum or guaranteed amount of work offered as a result of this Agreement.

1.2 That the services of the CONTRACTOR shall commence upon execution of this Agreement and continue for a period of two (2) years. The effective date shall be fixed by the DEPARTMENT after this Agreement has been fully executed by the CONTRACTOR and by the DEPARTMENT and all approvals required by the Commonwealth contracting procedures have been obtained. The CONTRACTOR may be offered options to annually renew the Agreement upon the terms and conditions set forth herein for up to three (3) additional years. The DEPARTMENT reserves the right, upon notice to the CONTRACTOR, to extend the term of the Agreement for up to three (3) months upon the same terms and conditions and only for the time necessary, up to three (3) months, to enter into a new contract.

1.3 To perform all normal and incidental interim response and remediation services in a good, professional and timely manner in accordance with the directions of the DEPARTMENT and the terms of this Agreement.

1.4 To furnish proper supervision and quality control and assurance practices for the work performed on all projects at all times. The CONTRACTOR shall promptly correct all work rejected by the DEPARTMENT if such work fails to conform to this Agreement, the DEPARTMENT'S Work Requisitions, and Work Plans approved under this Agreement.

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1.5 To perform work under this Agreement only upon receipt of a Work Requisition issued by the DEPARTMENT'S Contract Manager. The Work Requisition will contain a Project Scope of Work that will identify the tasks or subtasks to be performed. The CONTRACTOR shall attend a project scoping meeting as required by the DEPARTMENT to discuss and clarify the Project Scope of Work. The CONTRACTOR shall provide project scoping meeting minutes in the specified time period, if directed by the DEPARTMENT.

1.6 To provide a Work Plan to the DEPARTMENT within the time period directed by the DEPARTMENT. The Work Plan must include the plans required by the scope of work, a project schedule, and a cost estimate, according to the format required by the DEPARTMENT, either on a time and materials, unit cost or lump sum basis.

1.7 To initiate work pursuant to a Work Plan only after receipt of a project Notice to Proceed issued by the DEPARTMENT'S Contract Manager. The project Notice to Proceed will constitute the DEPARTMENT'S approval of the Work Plan and will establish the not to exceed cost for each project task. If agreement cannot be reached on the Work Plan, the DEPARTMENT may reject the Work Plan and assign the project to another Contractor. In the event the Work Plan is rejected, the reasonable time spent by the CONTRACTOR in preparation will be considered a reimbursable charge.

1.8 To promptly notify the DEPARTMENT of any changes to the Project Scope of Work, Work Plan, and schedule. The CONTRACTOR shall submit a Project Change Order, according to the format required by the DEPARTMENT, for changes that will impact the task not to exceed cost limits established in the DEPARTMENT'S Notice to Proceed or subsequent Project Change Orders. The CONTRACTOR agrees that it is at risk of nonpayment for any work it performs outside the scope of the DEPARTMENT'S Notice to Proceed and Project Change Orders.

1.9 To provide the DEPARTMENT with a copy of generic subcontract procurement agreements and project specific subcontractor procurement documents as required by the DEPARTMENT. The CONTRACTOR shall only allow subcontractors that have been approved by the DEPARTMENT'S Contract Manager to work under this Agreement.

1.10 To submit to the DEPARTMENT all reports within the time period as required by the DEPARTMENT. The CONTRACTOR shall submit sealed and certified technical reports and documents as required by the DEPARTMENT.

1.11 To maintain the assignments of key personnel (e.g. Program Managers, Project Managers, Licensed Professional Geologists, Lead Design Engineers, Project Superintendents) to the work requisitions issued by the DEPARTMENT. The CONTRACTOR shall propose to the DEPARTMENT, in writing, the replacement of key project personnel due to medical, employment changes, or for reasons otherwise approved by the DEPARTMENT. The new key personnel are subject to the approval of the DEPARTMENT, prior to performing work under the Work Requisition. The CONTRACTOR agrees to assume the costs of project specific orienting and training of replacement personnel to a level satisfactory to the DEPARTMENT.

1.12 The CONTRACTOR has submitted in its cost and price proposal, a list of personnel, materials, and equipment to perform work hereunder at rates to be paid hereunder.

(a) <u>As to the list of personnel:</u>

1. The CONTRACTOR shall notify the DEPARTMENT in writing of its intent to add new personnel during the term of the Agreement to perform work hereunder. The written

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notification shall include a complete amended list and resumes for professional classifications. The additional personnel, the salary classifications within which they fall and rates of reimbursement for contract work are subject to written approval of the DEPARTMENT. The CONTRACTOR agrees that it is at risk of nonpayment if it does not receive such approval of new personnel and their rates prior to work being performed.

2. The CONTRACTOR shall notify the DEPARTMENT in writing of its intent to promote existing personnel during the term of the Agreement. For the purposes of this Agreement, a promotion shall be considered as an employee being raised from one professional or technical level ("P" or "T" level) to the next higher level. The written notification shall include a complete amended list. Such promotions and rates of reimbursement for contract work are subject to written approval of the DEPARTMENT. The CONTRACTOR agrees that the actual hourly rate will not escalate greater than fifteen percent (15%) for promotions. The CONTRACTOR agrees that it is at risk of nonpayment if it does not receive such approval of promotions and their rates prior to work being performed.

3. For purposes of reimbursement under this Agreement, each employee assigned to this Agreement will be entitled to no more than a six (6) percent increase in actual salary rate per year for the duration of this Agreement. The effective period for the actual rates subject to escalation under this section shall be _____ to _____ each year, unless the DEPARTMENT approves a change in this period. Actual rates in the cost submittal attached to this Agreement can be escalated, under this section, for the period beginning _____.

4. The labor cost multiplier will be applied to the employee's actual direct salary. The labor cost multiplier is described and defined in Attachments C and D to this Agreement. The CONTRACTOR'S labor cost multiplier may be adjusted downward or upward as of each annual anniversary date of this agreement, or as otherwise approved by the DEPARTMENT. The DEPARTMENT may approve or disapprove the CONTRACTOR'S request for adjustment in its sole and absolute discretion. The CONTRACTOR shall identify the method of determining indirect costs with sufficient documentation to support its use.

(b) <u>As to the list of equipment and materials:</u>

1. The CONTRACTOR shall notify the DEPARTMENT in writing of its intent to add new types of equipment and materials during the term of the Agreement. The new types of equipment and materials and their associated rates of reimbursement for contract work are subject to written approval of the DEPARTMENT. The CONTRACTOR agrees that it is at risk of nonpayment if it does not receive such approval of new types of equipment and materials and their rates prior to work being performed.

2. For purposes of reimbursement under this Agreement, each equipment and material rate will escalate no more than three percent (3%) per year for the duration of this Agreement. This will be effective as of each annual anniversary date of the contract, unless otherwise approved in writing by the DEPARTMENT.

1.13 To submit project specific invoices for services rendered to the DEPARTMENT on a monthly basis and upon project completion. The CONTRACTOR agrees that it risks nonpayment of an invoice that it submits more than one year after the monthly billing period. The DEPARTMENT'S Contract Manager may approve an alternate method or schedule for invoice submission. The CONTRACTOR

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shall submit a copy of the invoice to the DEPARTMENT'S designated Regional Project Manager. The original is to be mailed to the person designated by the DEPARTMENT.

The CONTRACTOR shall prepare and submit invoices in accordance with the DEPARTMENT'S Invoice Instructions and Format included in Attachment C of this Agreement.

The CONTRACTOR shall submit a final invoice to the DEPARTMENT within sixty (60) days from the date of the written notification from the DEPARTMENT that the project is complete and it intends to close the Work Requisition. Invoices submitted after the DEPARTMENT closes out the Work Requisition will not be reimbursed.

2. DEPARTMENT AGREES:

2.1 That staff members of the DEPARTMENT will cooperate with the CONTRACTOR on performance of its service under this Agreement and will be available for consultation with the CONTRACTOR at such reasonable periods that will not conflict with their other responsibilities.

2.2 To provide full information to the CONTRACTOR concerning the DEPARTMENT'S requirements for the task(s) and to provide access to and make all provisions for the CONTRACTOR to review necessary files as required to perform its services. The DEPARTMENT shall provide access to properties where work will be performed under this Agreement.

2.3 To provide Work Requisitions, Notices to Proceed, and Project Change Orders in writing, specifying the date when project work may begin. The DEPARTMENT will promptly issue Stop Work Orders, in writing, to the CONTRACTOR, listing the date and time when project work must cease. The DEPARTMENT is not obligated to pay the CONTRACTOR for work performed outside the scope of these written orders.

2.4 To pay the CONTRACTOR for all services that are satisfactorily performed and reasonably incurred to perform work according to the requirements of approved Work Plans, Work Requisitions and this Agreement. Principles and standards for determining costs applicable to this Agreement shall be as defined and shall be deemed "reasonable" in accordance with standards cited in Federal Acquisition Regulation (FAR), FAC 84-26, Contracts with Commercial Organizations, Subpart 31.201-3, Determining Reasonableness.

2.5 To pay the CONTRACTOR for work performed under this Agreement up to a maximum of $3 million during the Agreement period. The maximum amount may be increased during the term of the Agreement in accordance with procedures as set forth in the Pennsylvania Department of General Services Field Procurement Handbook (M215.3).

2.6 The DEPARTMENT shall approve each invoice for payment within 45 days of receipt of the invoice. When approval is rendered, the invoice will be forwarded to the Comptroller's Office for further processing and payment. During the 45 day review period, the DEPARTMENT will attempt to resolve any disputed items. Any items unresolved will be disallowed and the remaining items will be submitted to the Comptroller's Office for further processing.

3. CONTRACT DOCUMENTS

3.1 The following documents are attached hereto, incorporated herein, and made a part of this Agreement:

(a) Attachment A Provisions for Commonwealth Contracts

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(b) Attachment B General Conditions for Construction, Interim Response and Remediation Services Contract, December 17, 2008

(c) Attachment C The DEPARTMENT'S Request for Proposal, dated

(d) Attachment D The CONTRACTOR'S Proposal (including Technical, Cost, SDB submittals, Clarifications and Best and Final Offers)

(e) Attachment E Nondiscrimination/Sexual Harassment Clause

In the event of a conflict or dispute, unless otherwise specified in this Agreement, the terms and conditions of this Agreement and Attachments A, B, C and E shall take precedence over the terms and conditions of all other Attachments.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED by the parties hereto as follows:

4.1 **Independent Contractor:** In performing the services required by this Agreement, the CONTRACTOR will act as an independent contractor and not as an employee or agent of the Commonwealth.

4.2 **Compliance with Law:** The CONTRACTOR shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this agreement.

4.3 **Environmental Provisions:** In the performance of this Agreement, the CONTRACTOR shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

4.4 **Ownership Rights:** The DEPARTMENT shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the DEPARTMENT as part of the performance of the Agreement. The term "data" as used in this paragraph, includes field logs, drawings or other graphic, electronic, chemical or mechanical representations; geologic core samples and work of any similar nature that are developed as part of the performance of the Agreement.

4.5 **Release and Maintenance of Records:** The CONTRACTOR agrees not to divulge or release any information, reports or recommendations developed or obtained in connection with the performance of work under this Agreement, except to DEPARTMENT personnel or upon written approval of the DEPARTMENT'S Contract Manager. The CONTRACTOR agrees to maintain documents and records developed under this Agreement for a period of three (3) years from the date of final payment.

4.6 **Patent, Copyright, and Trademark Indemnity:** The CONTRACTOR warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Agreement which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the DEPARTMENT under this Agreement. The CONTRACTOR shall defend any suit or proceeding brought against the DEPARTMENT on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Agreement. This is upon condition that the DEPARTMENT shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the DEPARTMENT may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the

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DEPARTMENT at the CONTRACTOR'S written request, it shall be at the CONTRACTOR'S expense, but the responsibility for such expense shall be only that within the CONTRACTOR'S written authorization. The CONTRACTOR shall indemnify and hold the DEPARTMENT harmless from all damages, costs, and expenses, including attorney's fees that the CONTRACTOR or the DEPARTMENT may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Agreement. If any of the products provided by the CONTRACTOR in such suit or proceeding are held to constitute infringement, the CONTRACTOR shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so they are no longer infringing. If the CONTRACTOR is unable to do any of the preceding, the CONTRACTOR agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the DEPARTMENT, only those items of equipment or software which are held to be infringing, and to pay the DEPARTMENT: 1) any amounts paid by the DEPARTMENT towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the DEPARTMENT for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the CONTRACTOR under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the CONTRACTOR without its written consent.

4.7 **Assignment of Antitrust Claims:** The CONTRACTOR and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONTRACTOR'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the DEPARTMENT. As part of the consideration for the award of the Agreement, and intending to be legally bound, the CONTRACTOR assigns to the DEPARTMENT all right, title and interest in and to any claims the CONTRACTOR now has, or may acquire under state or federal antitrust laws relating to the products and services which are the subject of this Agreement.

4.8 **Audit Provisions:** The DEPARTMENT shall have the right, at reasonable times and at a site designated by the DEPARTMENT, to audit the books, documents and records of the CONTRACTOR to the extent that the books, documents and records relate to costs or pricing data for this Agreement. The CONTRACTOR agrees to maintain books, documents, and records that relate to costs or pricing data for this Agreement for a period of three (3) years from the date of final payment. The CONTRACTOR shall give full and free access to all records to the DEPARTMENT and/or their authorized representatives.

4.9 **Suspension:** When the terms and conditions of this Agreement are not materially being met, the DEPARTMENT may, upon written notice to the CONTRACTOR, suspend the Agreement until corrective action has been taken to the satisfaction of the DEPARTMENT, or until the Agreement is terminated.

4.10 **Default:** The DEPARTMENT may, subject to the provisions of paragraph 4.11, Force Majeure, and in addition to its other rights under this Agreement, declare the CONTRACTOR in default by written notice thereof to the CONTRACTOR, and terminate (as provided in paragraph 4.12, Termination Provisions) the whole or any part of this Agreement for any of the following reasons:

a. Failure to begin work within the time specified in the Agreement or as otherwise specified;
b. Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the terms of this Agreement;
c. Unsatisfactory performance of the work;
d. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

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e. Discontinuance of work without approval;
f. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
g. Insolvency or bankruptcy;
h. Assignment made for the benefit of creditors;
i. Failure or refusal within 10 days after written notice by the Contract Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
j. Failure to protect, to repair, or to make good any damage or injury to property; or
k. Breach of any provision of this Agreement.

In the event that the DEPARTMENT terminates this Agreement in whole or in part as provided above, the DEPARTMENT may procure, upon terms and in such manner as it determines, services similar or identical to those so terminated, and the CONTRACTOR shall be liable to the DEPARTMENT for any reasonable excess costs for such similar or identical services included within the terminated part of the Agreement.

If the Agreement is terminated as provided above, the DEPARTMENT, in addition to any other rights provided in this paragraph, may require the CONTRACTOR to transfer title and deliver immediately to the DEPARTMENT in the manner and to the extent directed by the DEPARTMENT, such partially completed work, including, where applicable, reports, working papers and other documentation, as the CONTRACTOR has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated. Except as provided below, payment for completed work and partially completed work accepted by the DEPARTMENT shall be made according to the terms of this Agreement. The DEPARTMENT may withhold from amounts otherwise due the CONTRACTOR for such completed or partially completed works, such sum as the Contract Manager determines to be necessary to protect the DEPARTMENT against loss.

The rights and remedies of the DEPARTMENT provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The DEPARTMENT'S failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the DEPARTMENT of its rights and remedies in regard to the event of default or any succeeding event of default.

Following exhaustion of the CONTRACTOR'S administrative remedies as set forth in paragraph 4.13, the CONTRACTOR'S exclusive remedy shall be to seek damages in the Board of Claims.

4.11 **Force Majeure:** Neither party will incur liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The CONTRACTOR shall notify the DEPARTMENT orally within five (5) days and in writing within ten (10) days of the date on which the CONTRACTOR becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The CONTRACTOR shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce

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such supporting documentation as the DEPARTMENT may reasonably request. After receipt of such notification, the DEPARTMENT may elect either to cancel the Agreement or to extend the time for performance as reasonably necessary to compensate the CONTRACTOR'S delay.

In the event of a declared emergency by competent governmental authorities, the DEPARTMENT by notice to the CONTRACTOR, may suspend all or a portion of the Agreement.

4.12 **Termination Provisions:** The DEPARTMENT has the right to terminate this Agreement for any of the following reasons. Termination shall be effective upon written notice to the CONTRACTOR.

a. Termination for Convenience: The DEPARTMENT shall have the right to terminate the Agreement for its convenience if the DEPARTMENT determines termination to be in its best interest. The CONTRACTOR shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the CONTRACTOR be entitled to recover loss of profits.

b. Non-Appropriation: The DEPARTMENT'S obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the DEPARTMENT shall have the right to terminate the Agreement. The CONTRACTOR shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Agreement. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from many appropriations available for that purpose.

c. Termination For Cause: The DEPARTMENT shall have the right to terminate the Agreement for CONTRACTOR default under paragraph 4.10, Default, upon written notice to the CONTRACTOR. The DEPARTMENT shall also have the right, upon written notice to the CONTRACTOR, to terminate the Agreement for other cause as specified in the Agreement or by law. If it is later determined that the DEPARTMENT erred in terminating the Agreement for cause, then, at the DEPARTMENT'S discretion, the Agreement shall be deemed to have been terminated for convenience under the subparagraph 4.12.a.

4.13 Controversies: In the event of a controversy or claim arising from the Agreement, the CONTRACTOR must, within six months after the cause of action accrues, file a written claim with the Contract Manager for a determination. The claim shall state the grounds upon which the CONTRACTOR asserts a controversy exists. If the CONTRACTOR fails to file a claim or files an untimely claim, the CONTRACTOR is deemed to have waived its right to assert a claim in any forum.

The DEPARTMENT shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the DEPARTMENT and the CONTRACTOR. The DEPARTMENT shall send its written determination to the CONTRACTOR. If the DEPARTMENT fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The DEPARTMENT"S determination shall be the final order of the DEPARTMENT.

Within fifteen (15) days of the mailing date of the final determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the CONTRACTOR may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the CONTRACTOR shall proceed diligently with

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the performance of the Agreement in a manner consistent with the determination of the DEPARTMENT and the DEPARTMENT shall compensate the CONTRACTOR pursuant to the terms of the Agreement.

4.14 **Assignability and Subcontracting:**

a. Subject to the terms and conditions of this paragraph, this Agreement shall be binding upon the parties and their respective successors and assigns.

b. The CONTRACTOR shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement without the prior written consent of the DEPARTMENT, which consent maybe withheld at the sole and absolute discretion of the DEPARTMENT.

c. The CONTRACTOR may not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the DEPARTMENT, which consent may be withheld at the sole and absolute discretion of the DEPARTMENT.

d. Notwithstanding the foregoing, the CONTRACTOR may, without the consent of the DEPARTMENT, assign its rights to payment to be received under the Agreement, provided that the CONTRACTOR provides written notice of such assignment to the Contract Manager together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Agreement.

e. For the purposes of this Agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the CONTRACTOR provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the DEPARTMENT shall be evidenced by a written assignment agreement executed by the CONTRACTOR and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Agreement and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the CONTRACTOR, following which the CONTRACTOR'S federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The CONTRACTOR shall give the Contract Manager written notice of any such change of name.

4.15 **Conflict of Interest:** The CONTRACTOR shall not engage the services of any persons now employed by the Commonwealth for work on this contract, except with the DEPARTMENT'S approval. In addition, if the CONTRACTOR is aware of any conflict, the CONTRACTOR shall promptly advise the DEPARTMENT of the concern to mutually agree on a course of action.

4.16 **Covenant Against Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the DEPARTMENT shall have the right to terminate the Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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4.17 **Applicable Law:** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The CONTRACTOR consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum in not convenient or proper. The CONTRACTOR agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

4.18 **Integration:** This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the DEPARTMENT or the CONTRACTOR has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, not any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modification, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate DEPARTMENT form.

4.19 **Changes:** The DEPARTMENT reserves the right to issue contract change orders at any time during the term of the Agreement or any renewals or extensions thereof: 1) to increase or decrease quantities resulting from variations between estimated quantities in the Agreement and actual quantities; 2) to make changes to the services within the scope of the Agreement; 3) to notify the CONTRACTOR that the DEPARTMENT is exercising any renewal option provided in paragraph 1.2, hereof; or 4) to modify the time of performance that does not alter the scope of the Agreement to extend the completion date beyond the termination date of the Agreement or any renewals or extensions thereof. Any such contract change order shall be in writing, signed by the Chief of the Remediation Contract Section. The contract change order shall be effective as of the date appearing on the contract change order, unless the contract change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Agreement. The CONTRACTOR agrees to provide service in accordance with the contract change order. Any dispute by the CONTRACTOR in regard to performance required under any contract change order shall be handled through paragraph 4.13, "Controversies". Any other changes to this Agreement shall, however, require a formally executed amendment.

For purposes of this Agreement, "contract change order" is defined as a written order signed by the Chief, Remediation Contract Section, directing the CONTRACTOR to make changes authorized under this clause."

4.20 **SDB Commitments**: The CONTRACTOR agrees to meet and maintain those commitments made to SDBs at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BSBO. The CONTRACTOR's commitments to SDBs shall, to the extent so provided in the commitment, be maintained throughout the term of this Agreement and through any renewal or extension of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above written.

Attest:

Meg M. Schwartz

Ass't Secretary/~~Treasurer~~
(Cross one out)

WESTON SOLUTIONS, INC.

Lawrence J Bove

President/Vice President
(Cross one out)

23-1501990

Federal Identification Number

177984

Vendor Identification Number

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Attest:

Tammey Adams

Kenneth R. Reisinger
Acting Deputy Secretary for
Waste, Air, Radiation & Remediation

Approved as to Legality and Form:

Amy M Elliott 3/5/15

Office of Attorney General

Office of General Counsel

Chief Counsel
Department of Environmental Protection

I hereby certify that funds in the amount of $3,000,000 are available under SAP DOCUMENT #:

	SAP Fund	Budget Period	G/L	Cost Center	Internal Order
HSCA	2007000000	2014	6344630	3522620000	3526243001 = $100,000
USTIF-SL	2008200000	2014	6344630	3522620000	3526232775 = $20,000
HSCA	2007000000	2015	6344630	3522620000	3526243001 = $1,500,000
USTIF-SL	2008200000	2015	6344630	3522620000	3526232775 = $50,000
HSCA	2007000000	2016	6344630	3522620000	3526243001 = $1,280,000
USTIF-SL	2008200000	2016	6344630	3522620000	3526232775 = $50,000

Laura C Mayko

Comptroller

NA

Office of the Budget

3/27/15

Date

4000019258