PERRINE DUPONT SETTLEMENT SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE

55 B. STREET P.O. BOX 257 SPELTER, WV 26438 304-622-7443 1-800-345-0837

www.perrinedupont.com perrinedupont@gtandslaw.com

April 12, 2016

BY HAND DELIVERY

The Honorable Thomas A. Bedell Circuit Judge of Harrison County 301 West Main Street, Room 321 Clarksburg, West Virginia 26301 CIRCUIT COURT

Re:

Perrine, et al. v. DuPont, et al.;

Civil Action No. 04-C-296-2 (Circuit Court of Harrison County;—West Virginia) — Report Re Proposed Agreement for the Road Repaving/Repair Portion of the Settlement Road Improvement Plan; Our File No. 4609-1 {DD-47}

Dear Judge Bedell:

As the Court will recall, on February 12, 2016, the Court entered the Final Order Approving (i) the Description and Maps of the Roads Subject to the Road Repaving/Repair Portion of the Settlement Road Improvement Program; (ii) the Road Repaving/Repair Bidder List; (iii) the Road Repaving/Repair Request for Proposals; and (iv) the Road Repaving/Repair Agreement in Attachment A.

In accordance with the Order, the Request for Proposals ("RFP") was issued to the 4 qualified bidders on February 24, 2016. After receiving bids from 2 entities, the Claims Administrator conducted an interview of both bidders on March 25, 2016. The bid amounts were very close, with Dodd bidding \$241,923.00 and Allen bidding \$243,348.70, so the selection was not driven by price. After careful consideration of both bids, we recommend that J.F. Allen Company be engaged to provide the road repaving/repair services outlined in the RFP.

Your Claims Administrator requests authority to enter into the enclosed Agreement in Attachment B for the Road Repairly/Repair Portion of the Settlement Road Repair and Improvement Program (the "Road Repair Program Agreement") with J.F. Allen Company, with this Agreement being the form approved by the Court's Order in Attachment A.

Your Claims Administrator has shared with J.F. Allen Company, the Finance Committee, the Claimants' Committee, and the West Virginia Department of Highways, the enclosed proposed

Road Repair Program Agreement, this Report, and the enclosed proposed Order, and we have received no objections.

A proposed Order in Attachment C, approving the Road Repair Program Agreement between J.F. Allen Company and the Settlement, is hereby submitted to the Court.

Thank you for the Court's consideration.

Yours very truly,

Edgar C. Gentle, III Claims Administrator

ECGIII/kbs

Attachments: Attachment A: The Court's February 12, 2016 Order

Attachment B: Proposed Road Repair Program Agreement

Attachment C: Proposed Order

cc: (with enclosures)(by e-mail)

James S. Arnold, Esq., DuPont Representative on the Settlement Finance Committee

Virginia Buchanan, Esq., Plaintiff's Class Representative on the Settlement Finance Committee

Meredith McCarthy, Esq., Guardian Ad Litem for Children

Clerk of Court of Harrison County, West Virginia, for filing (via hand delivery)

Mr. Paul Emerson, of the Claim's Office

Ms. Sara Cayton, of the Claims Office

Ms. Christy Mullins, of the Claims Office

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

Plaintiffs,

ν.

Case No. 04-C-296-2 Judge Thomas A. Bedell

E.I. DU PONT DE NEMOURS AND COMPANY, et al.,

Defendants.

FINAL ORDER APPROVING AGREEMENT FOR THE ROAD REPAVING/REPAIR

PORTION OF THE SETTLEMENT ROAD REPAIR AND IMPROVEMENT

PROGRAM BETWEEN THE PERRINE DUPONT SETTLEMENT

AND J.F. ALLEN COMPANY

Presently before the Court is the Claims Administrator's April 12, 2016 Report, which recommends that the proposed Agreement for the Road Repair Portion of the Settlement Road Improvement Program with J.F. Allen Company (the "Road Repair Program Agreement"), be approved by this Court.

After a careful review of the Claims Administrator's Report, the Court notes that there were 2 bidders, whose bid amounts were within less than \$2,000 of each other, and with the bid of J.F. Allen Company being \$243,348.70. Therefore, the bid amount was not the sole criteria for selecting the successful bidder. After interviewing both bidders and exercising due diligence, the Claims Administrator has recommended that J.F. Allen Company be selected by the Court. The selection of J. F. Allen Company to perform the services in connection with the Settlement Road Repaving/Repair portion of the Settlement Road Improvement Program is hereby approved by this Court.

In consideration of applicable law, the Court ORDERS that the proposed Road Repair Program Agreement is hereby APPROVED and that the Claims Administrator, on behalf of the

Perrine DuPont Settlement, is hereby AUTHORIZED, EMPOWERED and DIRECTED to enter into the Road Repair Program Agreement on behalf of the Settlement, with the Claims Administrator's execution and delivery of the Road Repair Program Agreement to J.F. Allen Company, to be conclusively presumed to be the valid and binding act of the Settlement.

Lastly, pursuant to Rule 54(b) of the West Virginia Rules of Civil Procedure, the Court directs entry of this Order as a Final Order as to the claims and issues above upon an express determination that there is no just reason for delay and upon an express direction for the entry for judgment.

IT IS SO ORDERED.

Finally, it is **ORDERED** that the Clerk of this Court shall provide certified copies of this Order to the following:

James S. Arnold, Esq., DuPont Representative on the Settlement Finance Committee Thomas Combs & Spann, PLLC P.O. Box 3824 Charleston, WV 25338

Virginia Buchanan, Esq., Plaintiff's Class Representative on the Settlement Finance Committee Levin, Papantonio, Thomas, Mitchell
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591

Edgar C. Gentle, III, Esq.
Settlement Claims Office
P.O. Box 257
Spelter, WV 26438
Claims Administrator/Special Master

Meredith McCarthy, Esq., Guardian *ad litem* for the Class 901 W. Main St.
Bridgeport, WV 26330

This Order Prepared By:

Edgar C. Gehtle, III, Esq.
Gentle, Turner, Sexton & Harbison, L.L.C.
P. O. Box 257
Spelter, WV 26438
Claims Administrator/Special Master

Michael A. Jacks, Esq.
Jacks Legal Group, P.L.L.C.
W.V. Bar No. 11044
United Federal Credit Union Building 3467 University Ave, Suite 200
Morgantown, WV 26505

ENTER:

Thomas A. Bedell, Circuit Judge

ATTACHMENT A: The Court's February 12, 2016 Order



IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

Plaintiffs,

Case No. 04-C-296-2 Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS & COMPANY, et al.,

. Defendants:

FINAL ORDER APPROVING (i) THE DESCRIPTION AND MARS OF THE ROADS SUBJECT TO THE ROAD RE-PAVING/REPAIR PORTION OF THE SETTLEMENT ROAD IMPROVEMENT PROGRAM; (ii) THE ROAD RE-PAVING/REPAIR BIDDER LIST; (iii) THE ROAD RE-PAVING/REPAIR REQUEST FOR PROPOSALS; AND (iv) THE ROAD RE-PAVING/REPAIR AGREEMENT

Presently before the Court is the Claims Administrator's February 11, 2016 Report (the "Claims Administrator's Report"), submitted for review and consideration in connection with the Settlement Property Remediation (Clean-Up) Program approved by the Court's June 27, 2011 Order, regarding the implementation of a portion of the Court's April 15, 2014 Order approved Settlement Road Repair and Improvement Program ("Road Repair Program"). The Road Repair Program has three parts: (i) road re-paving/repairs; (ii) alleys; and (iii) drainage. The portion of the Road Repair Program subject to this Order is the first step of the program, road re-paving repairs. The roads subject to the road re-paving portion of the program are illustrated in the Maps in Exhibit A, and are listed below:

I. Spelter Roads

- 1) 1street County Road ("CR") 19/90
- 2nd Street CR 19/91
- 3) 3rd Street CR 119/10

- 4): 4th Street CR 119/9
- 5) 5th Street CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

II. Erle Roads

- 10) Maple Ave CR 19/32
- 11) Rose Street/Poplar Street CR 19/34 .

To begin this portion of the program, the Claims Administrator's Report requests that the Court consider: (i) finalizing of the roads to be so re-paved/repaired, as described above and depicted in Exhibit A. (ii) approving the Bidder List of qualified bidders for this portion of the program in Exhibit B. (iii) approving the Request for Proposals form to be used to obtain the lowest qualified bid in Exhibit C; and (iv) approving the form of Agreement with the successful bidder in Exhibit D.

After a careful review of the Claims Administrator's Report, along with the list of maps of the roads to be re-paved/repaired, the Bidder List, the Request for Proposals and the Agreement, and in consideration of the applicable law, the Court ORDERS AND APPROVES: (i) the map and description of the roads subject to the road re-paving/repair portion of the Road Improvement Program depicted in Exhibit A; (ii) the Bidder List of qualified bidders for the work contained in Exhibit B; (iii) the Request for Proposals form to be used in obtaining the lowest qualified bidder in Exhibit C; and (iv) the form of the Agreement with the successful bidder in Exhibit D, with the resulting Agreement with the lowest qualified bidder to be substantially in the form of Exhibit D, but subject to negotiations.

IT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

James S. Amold, Esq.
Thomas Combs & Spann, PLLC
P. O. Box 3824
Charleston, WV 25338
DuPont's Finance Committee Representative

Meredith H. McCarthy, Esq. Guardian Ad Litem for Children 901 W. Main St. Bridgeport, WV 26330

Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacolà, FL 32591
Plaintiffs' Lingue Committee Representative

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P. O. Box 257 Spelter, WV 26438

Order Presented By

Hdgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison

P. O. Box 257

Spelter, WV 26438

Jacks Legal Group, P.L.L.C.

W.Va. Bar No 11044

United Federal Credit Union Building

3467 University Ave, Suite 200

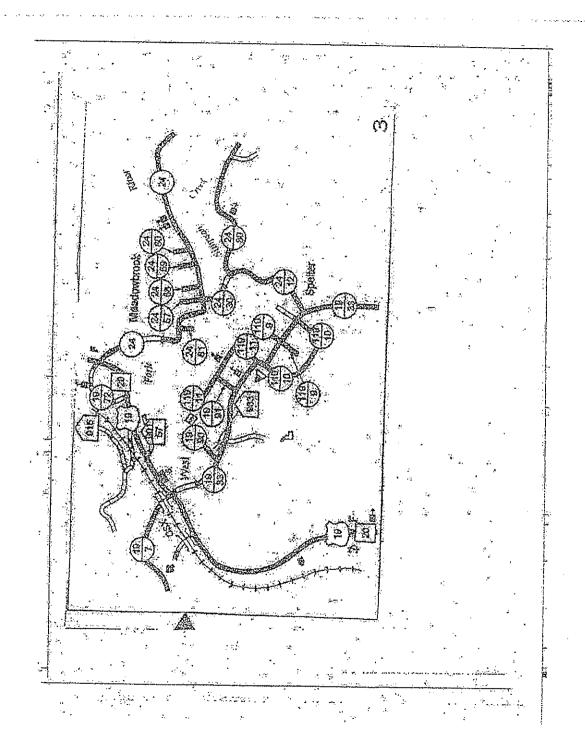
Morgantown, WV 26505

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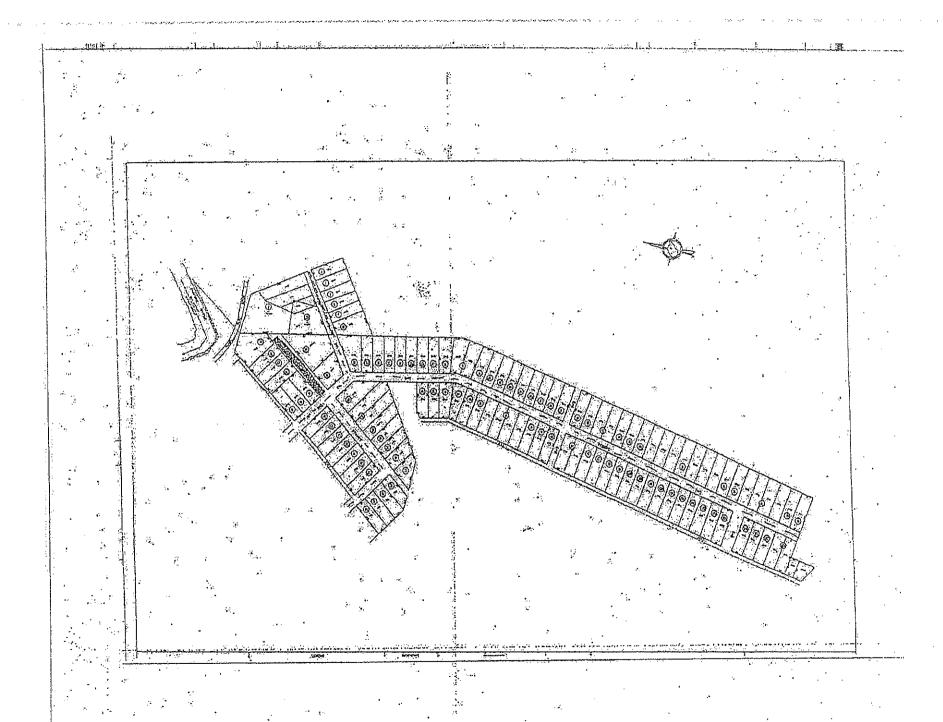
Thomas A. Bedell, Circuit Judge

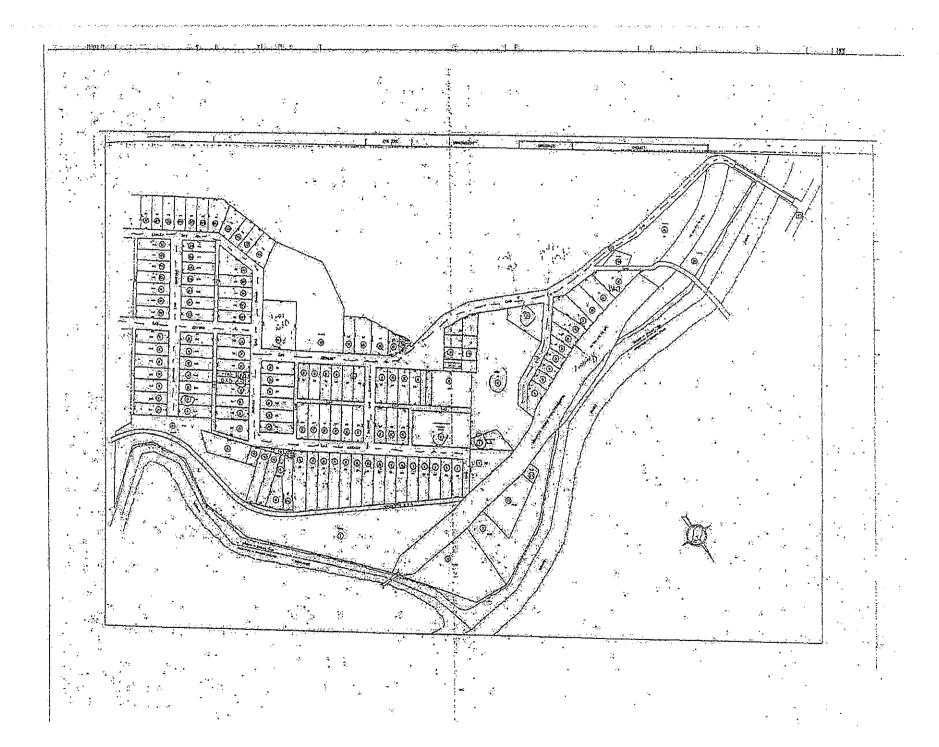
EXHIBIT A TO ORDER:

MAPS OF ROADS SUBJECT TO THE ROAD REPAYING/REPAIR PORTION OF THE SECTLEMENT ROAD REPAIR AND IMPROVEMENT PROGRAM



Notes Erle; WY - Roads to be repaired/resurfaced





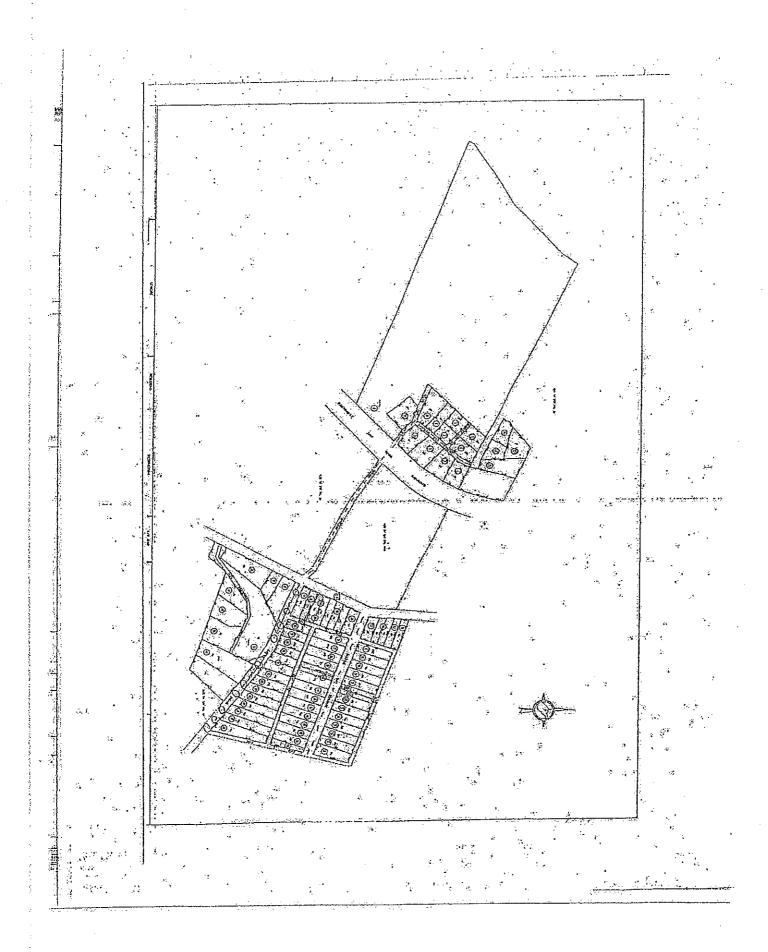


EXHIBIT B TO ORDER:

ROAD RE-PAVING/REPAIR PORTION OF THE SETTLEMENT ROAD REPAIR AND IMPROVEMENT PROGRAM BIDDER LIST

Road Repair Program - Bidder List

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Company Name	Contact Name	Email Address.	Phone Number	Street Address 1	- Cltý	State	Zĺp
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North Central Paving, Inc.	Patty Johnson	ncpavingwv@aol.com			Bridgeport	w.	26330
J F Allen Company	Chris Dean	cdean@jfallenco.com ·	(304) 472-8890		Buckhannon	WV.	26201
Dodd Paving	and the second		(304) 622-1083		Bridgeport	WV	26330
West Virginia Department of Highways	Larry Weaver -	larry.b.weaver@wv.gov	(304)-842-1500	建筑			
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EXHIBIT C TO ORDER:

ROAD RE-PAVING/REPAIR PORTION OF THE SETTLEMENT ROAD REPAIR AND IMPROVEMENT PROGRAM REQUEST FOR PROPOSALS

FOR THE ROAD REPAIR PROGRAM IN THE PERRIAE DUPONT SETTLEMENT

The Perrine DuPont Settlement Road Repair Program Project Title:

Contact Person:

Edgar C. Gentle, III, Esq. Special Master and Claims Administrator Perrine DuPont Settlement Remediation Administration ATTN: Edgar C. Gentle, Claims Administrator C/O Spelter Volunteer Fire Department Office 55 B Street P. O. BOX 257 Spelter, West Virginia 26438 (304) 622-7443.

(800) 345-0837 Websiter www.perrinedupont.com perfinedupont@gtandslaw.com

One (1) paper copy and one electronic disc or USB flash drive.

Proposed Budget:

Budget will be negotiated upon selection.

Repair Repair б. Arca:

The roads to be repaired, resurfaced and paved are shown in the Maps in Attachment 1 (the "Road Repair List"), and are listed as follows:

Spelter Roads:

County Road ("CR") 19/90 1) 1" Street -

2) 2nd Street -CR 19/91 CR 119/10 3) 3" Street -4) 41h Street -. CR 119/9. CR 119/10. 5) 5th Street -

CR 24/12 6) 6th Street -

CR 119/11 7) A Street -8) B Street - CR 19/33 (From Spelter side of bridge to the top of hill)

. CK919/10 9) C Street -

Erie Roads:

10) Maple Ave -CR 19/32

11) Rose Street/Poplar Street - CR 19/34

Issuance Date:

February 22, 2016

Bidder Questions Conference Call:

March 7, 2016

Issued: February 22, 2016

9. Bid Submission
Deadline: March 14, 2016 - delivered no later than 5:00 PM CST.

10. Bidder Interview
Date: March 22, 2016

11. Award(s) Date: March 29, 2016

12. Project Start Date: April 11, 2016

REPAIR RESURFACING AND PAVING OF ELIGIBLE ROADS

A. Introduction

The Perrine DuPont Settlement (the "Settlement"), involves, in part, the remediation (dean-up) of property in and around Spelter, West Virginia, because of heavy metals contamination. To implement the clean-up process, the use of heavy trocks and other equipment was required, which subsequently may have caused damage to the roads named in the "Road Repair List" provided above and shown in the Maps in Attachment 1 (the "Eligible Roads").

Under the Settlement, the Honorable Thomas A. Bedell, Circuit Judge of Harnson County, West Virginia, by Order dated in Attachment 2, has approved the Roud Repair Program to repair, resurface and pave the Eligible Roads.

"In an effort to improve road conditions) the Eligible Roads need to resurfaced and paved, as more flully described below in the Scope of Work (See, Section I, Part C).

B. Key Components of the Request for Proposals (RUP)

All bids shall: ./

- Include a Price Proposal for the repair, resurface, and paving of the Higher Roads, and milling of joints (as needed to the new aspirals into existing pavement) for the Scope of Work, as defined in Part O below.
- 2. Respond directly showing your ability to conduct the Scope of Work, within a time-frame acceptable to the Claims Administrator.
- 3. Be delivered to Edgar C. Gentle, III, Esq., Claims Administrator, the Perrine DuPont Settlement Remediation Administration, 55 B Street, P. O. BOX 257, Spelter, West Virginia 26438. All documents should be delivered no later than March 14, 2016 @ 5:00 PM CST.

C. Scope of Work

The Scope of Work for the proposal encompasses road repair, resurfacing and paving of the Eligible Roads.

Eligible Roads are to be overlaid with two (2) inches of TYPE-1. Wear Surface. Prior to resurfacing the overlay, all existing pot holes and other defects are to be filled and repaired. Once all existing potholes are filled and other defects repaired, the Eligible Roads and paved with two (2) inches of TYPE-1 Wear Surface. The new surface on the Eligible Roads will then be graded and blended with all connecting right-of-ways, including roads, streets, alleys, driveways, and the like.

Issued: February 22, 2016

n: PRICEPROPOSAL

A Price Proposal must be submitted and accompany the bid. The name of the bidding firm and the date of submission shall be clearly marked at the upper right hand corner of the bid.

III. ADDITIONAL NECESSARY ITEMS

- 1. Please provide a list of all current applicable insurance policies.
- Please state whether you are certified/licensed by the West Virginia Department of Transportation ("WVDOT"), Division of Highways ("DOH") (Collectively, referred to as the "WVDOH") as an approved subcontractor/vendor.
- 3. Please provide your experience in complying with the Americans with Disabilities Act ("ADA"), and please state how the job will comply with ADA.
- 4. Identify any exceptions or special conditions applicable to the proposed scope of work.
- 5. List the lest three road repair and resurfacing/paving jobs you performed, and the contact person details.
- 6. Only bidders who provide their own traffic control and flag personnel will be considered. Also, bidders must be able to provide due notice, such as adequate signage and notification to proper authorities, including the WVDOH, before any and all road closures and throughout the entire road repair and improvement program.
- 7. Completion of Appendix A Mandatory Terms, is mandatory.
- 8. Bidders must be in compliance with all applicable state and federal laws governing the project including, but not limited to, any state and federal environmental laws, and equal protection laws, such as the Americans with Disabilities Act ("ADA").
- 9. The project is to be commenced no later than May 2016 and completed no later than November 2016.

IV. BIDDER REVIEW PROCESS

Based upon bidder presentations during the interview process and review of the RFP submissions, the Claims Administrator will determine one or more preferred candidate(s). The preferred candidate(s) will be chosen based upon the following:

- 1. Estimated total cost, fixed costs, unit costs, and contract terms and conditions;
- Responsiveness to all aspects of this solicitation;
- Technical merit (i.e., approach detail, appropriateness of approach, experience & depth of risk assessment, staff, probability of method success, plan with regard to community outreach);

c)

Issued: February 22, 2016

- 4. Ability to meet the determined schedule; and
- 5. Bidders ability to meet all mandatory terms, including the form contract.

If a negotiated contract is not achievable or funds are not available, the Claim's Administrator has the option to award no contract, or to award multiple contracts, or to award a contract to bidder(s) who are not the preferred condidate(s).

Unon request, there may be an opportunity for an optional site visit to the Eligible Roads subject to this project. A conference call shall be held on March 7, 2016, at 2:00 PM Eastern Time, with the Claims Administrator to allow for any questions that you may here regarding this solicitation.

APPENDEX A TO RFP MANDATORY TERMS

REOUEST FOR PROPOSALS (RTP) FOR THE ROAD REPAIR PROGRAM IN THE PERRINE DUPONT SETTLEMENT

APPENDÎX A ACCEPTANCE OF MANDATORY TERMS

The following are the mandatory terms and RPP requirements that shall be met by the successful bidder(s):

General

- Bidder agrees that the response to the RFP and any subsequent documentation (best and final offer, and interview responses) shall be considered part of the final agreement and contract.
- Bidder understands that the contract with the Settlement will be substantially in the form of Attachment 3. Please list your exceptions (if any) to the contract below:

Account Management

- 3. Bidder will provide a representative to attend meetings as necessary at the job site.
- 4. Bidder will maintain a database regarding the road repair services for all Eligible Roads.
- 5. Bidder will assign a main contact person to interface with the Claims Administrator throughout the road repair program and as long as any executed contract is in effect. This person will be charged with providing requested information and documentation within a twenty four (24) hour period.

Data, Systems, and Reporting

- Bidder will accept electronic data transfer and administer information regarding the road τepair program in a confidential manner.
- 7. Bidder will provide road repair data for all Eligible Roads to the Claims Administrator in electronic format.

Francial Proposal

8. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

Americans with Disability Act Compliance

9. The successful bidder will comply with all applicable Americans with Disabilities Act ("ADA") terms and provisions as determined by the bidder and the West Virginia Department of Transportation, Division of Highways. For example, compliance may include the installation of wheel chair ramps for two (2) sidewalks, totaling approximately 900 feet, at intersections on 1" Street and B Street.

Additionally, the successful bidder will comply with all other applicable federal and state laws and regulations, such as the Equal Employment Opportunity laws and regulations as set out on the WWDOH website (http://www.transportation.wv.gov/eeo/Pages/default.aspx), and demonstrate any and all related certification(s) and licenses demonstrating compliance where required.

Consent to Jurisdiction and Waiver of Objections

10. Bidder, by its execution of the Agreement (to be substantially in the form of Attachment 3), submits to the jurisdiction of the Circuit Count of Harrison County, West Virginia in Perrino, et al., v. B. I., Duront Do Nomours and Company, et al., Case No. 04 C 296-2, (the "Duront Case") for all purposes related to or arising out of Bidder's proposal to provide road repair services for all Highle Roads. In addition, Bidder hereby waives any and all objections it might often assent to the aforesaid jurisdiction, venue, or authority of the Court in the Duront Case to hear and determine any and all disputes that might arise out of or be related to the services described herein, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the Duront Case.

Confidentiality Agreement

11. Bidder understands that the Court in the <u>DuPont</u> Case has ordered that the data be maintained in a confidential manner; and state that Bidder will not reveal this information to anyone outside of authorized personnel in the bidder company unless Bidder has express permission to do so from the Honorable Thomas A. Beddell or the Claims Administrator. Bidder further understands that if Bidder violates this pledge of confidentiality, Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

Other

- 12. Only bidders who provide their own traffic control and flag personnel will be considered. Also, bidders must be able to provide due notice, such as adequate signage and notification to proper authorities, including the WYDOT and the DOH, before any and all road closures and throughout the entire road repair program.
- 13. The West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, adopted 2010 and amended by the West Virginia Department of Transportation, Division of Highways, Supplemental Specifications, dated January 1, 2016, "the Contract Documents and the Contract Plans" are the governing provisions applicable to this road repair project.
- 14. The West Virginia Department of Transportation, Division of Highways, Standard Details Book, Volume I, dated January 1, 2000 and Volume II, dated January 1, 1994 shall apply to this road repair project. The following revised standard drawings (also available at http://www.transportation.wv.gov/highways/engineering/Pages/publications.sspx) supersede the aforementioned Standard Details: (1) Typical Pavement Markings TEM-2; Revised on January 29, 2010, and (2) Channelization, Word and Symbol Markings TEM-3; Revised on January 29, 2010.
- The Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition, dated May 1, 2006 shall apply to this project.

- 16. The bidder shall be responsible for coordination of contract work with utilities when they are involved or in conflict. The bidder has full responsibility for any damage to any utility or lighting system caused by contract activities.
- 17. Bidders must be in compliance with all state and federal laws related to and governing the project, including but not limited to, any state and federal environmental laws and equal protection laws.

By signing the below, I,	(company name), and that I will comply with all of the terms as se						
to bind	company name), and that I will comply with an or the company						
forth hereinabove.	4°						
	**						
Company Name:	2 (2000) (1000)						
By:	(Sign name)						
	(Print name)						
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ATTACHMENT 1 TO REP:

LIST AND MAPS OF ROAD REPAIR PROGRAM

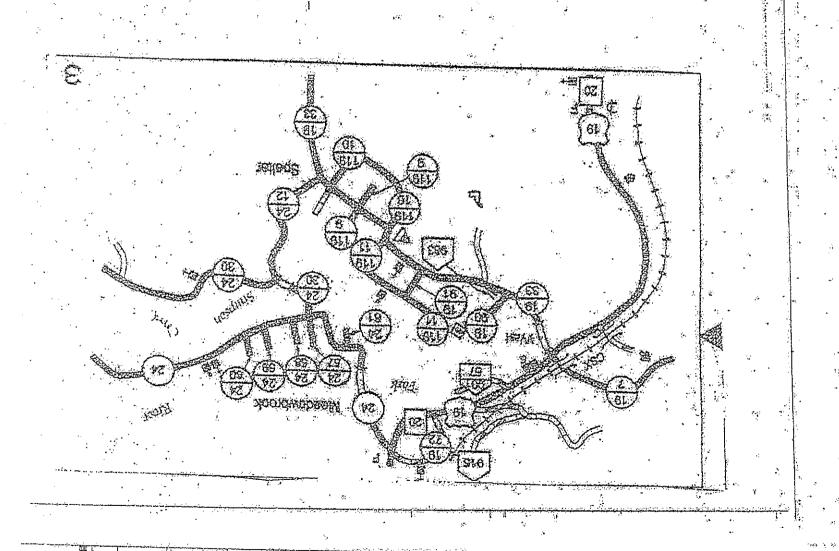
ROAD REPAIR LIST

I. Spelter Roads

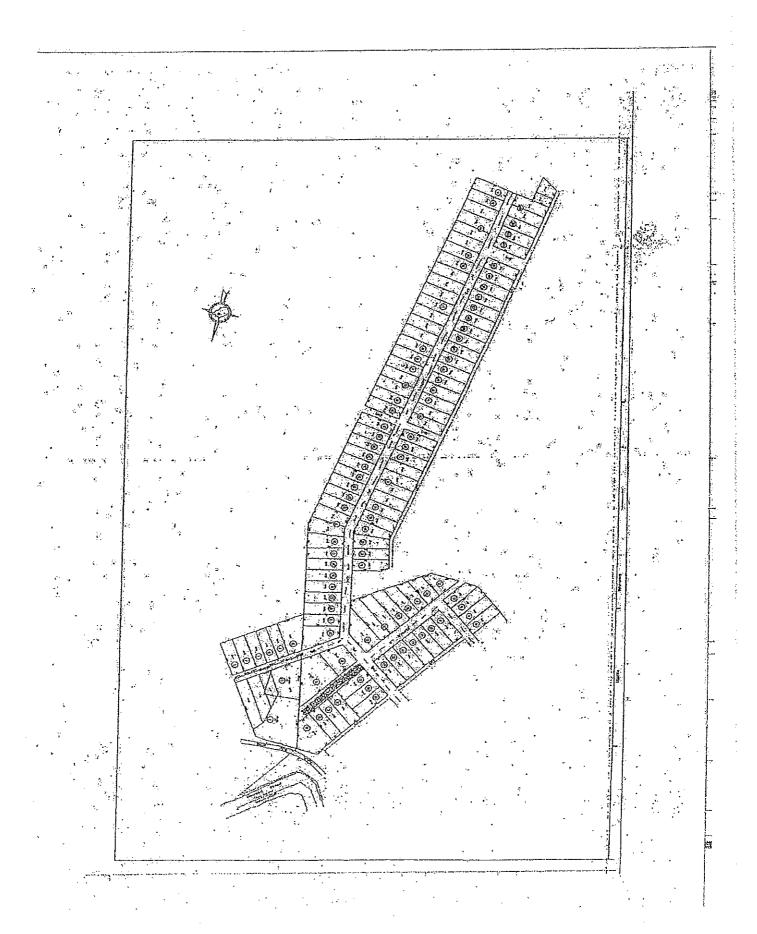
- 1ⁿ Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) 3rd Street CR 119/10
- 4) 4th Street CR 119/9
- 5) 5th Street CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

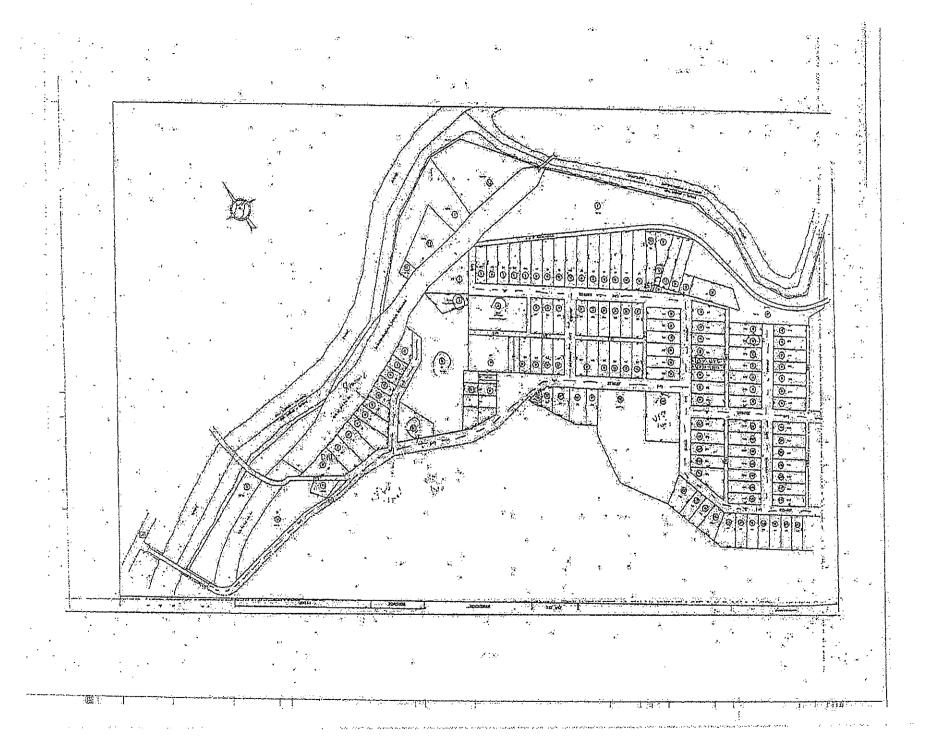
II. Eric Roads

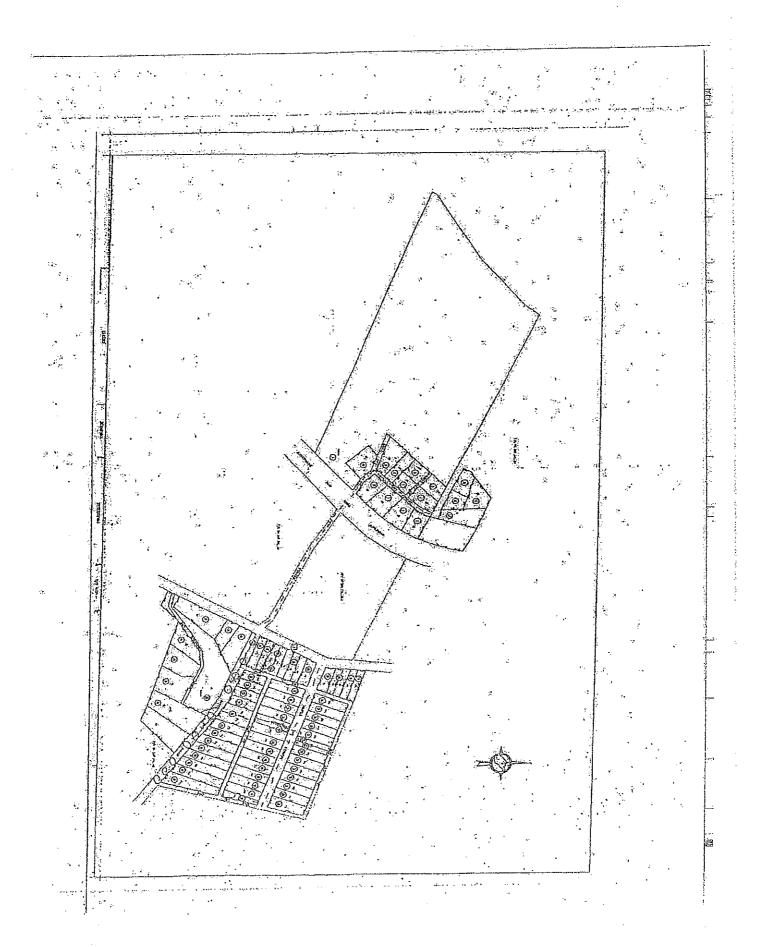
- 10) Maple Ave CR 19/32
- :11) Rose Street/Poplar Street CR 19/34



File, WV - Roads to be repaired/resurfaced







ATTACHMENT 2 TO RFP: COURT ORDER APPROVING THE ROAD REPAIR PROGRAM

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

Plaintiffs,

Case No. 04-C-296-2 Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS & COMPANY, et al.,

Defendants.

FINAL ORDER APPROVING (I) THE DESCRIPTION AND MAPS OF THE ROADS SUBJECT TO THE ROAD RE-PAVING/REPAIR FORTION OF THE SETTLEMENT ROAD SUBJECT TO THE ROAD RE-PAVING/REPAIR BIDDER LIST, IMPROVEMENT PROGRAM, (II) THE ROAD RE-PAVING/REPAIR REQUEST FOR PROPOSALS;

(III) THE ROAD RE-PAVING/REPAIR AGREEMENT.

AND (IV) THE ROAD RE-PAVING/REPAIR AGREEMENT.

Presently before the Court is the Claims Administrator's Rebruary 11, 2016 Report (the "Claims Administrator's Report"), submitted for review and consideration in connection with the Settlement Property Remediation (Clean-Up) Program approved by the Court's June 27, 2011 Order, regarding the implementation of a portion of the Court's April 15, 2014 Order approved Settlement Road Repair and Improvement Program ("Road Repair Program"). The Road Repair Program has three parts: (i) road re-paving/repairs; (ii) alleys; and (iii) drainage. The portion of the Road Repair Program subject to this Order is the first step of the program, road re-paving repairs. The roads subject to the road re-paving portion of the program are illustrated in the Maps in Exhibit A, and are listed below:

1. Spelter Roads

- 1) 1" Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) 3rd Street CR 119/10

- 4) 4th Street CR 119/9
- 5) 5th Street CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

<u>II. Erie Roads</u>

- 10). Maple Ave CR 19/32
- 11) Rose Street/Poplar Street CR 19/34

To begin this portion of the program, the Claims Administrator's Report requests that the Court consider: (i) finalizing of the roads to be so re-paved/repaired, as described above and depicted in Exhibit A: (ii) approving the Bidder List of qualified bidders for this portion of the program in Exhibit B: (iii) approving the Request for Proposals form to be used to obtain the lowest qualified bid in Exhibit C; and (iv) approving the form of Agreement with the successful bidder in Exhibit D.

After a careful review of the Claims Administrator's Report, along with the list of maps of the roads to be re-paved/repaired, the Bidder List, the Request for Proposals and the Agreement, and in consideration of the applicable law, the Court ORDERS AND APPROVES: (i) the map and description of the roads subject to the road re-paving/repair portion of the Road Improvement Program depicted in Exhibit A; (ii) the Bidder List of qualified bidders for the work contained in Exhibit B; (iii) the Request for Proposals form to be used in obtaining the lowest qualified bidder in Exhibit C; and (iv) the form of the Agreement with the successful bidder in Exhibit D, with the resulting Agreement with the lowest qualified bidder to be substantially in the form of Exhibit D, but subject to negotiations.

IT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

James S. Amold, Esq.
Thomas Combs & Spann, PLLC
P. O. Box 3824
Charleston, WV 25338
DuPont's Finance Committee Representative

Meredith H. McCarthy, Esq. . Guardian Ad Lifem for Children 901 W. Main St. Bridgeport, WV 26330

Virginia Buchman, Esq.
Levin, Papantonio, Thomas, Mitchell,
Raffeity & Prootor, P.A.
P.O. Box 12308
Pensacola, PL 32591
Plaintiffs' Finance Committee Representative

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison. P. O. Box 257 Spelter, WV 26438

Order Prepared By:

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P. O. Box 257 Spelter, WV 26438

Michael A. Jacks, Esq. Jacks Legal Group, P.L.L.C. W.Va. Bar No 11044 United Federal Credit Union Building 3467 University Ave, Suite 200 Morgantown, WV 26505

ÉNTER:

Thomas A. Bedell, Circuit Judge

ATTACHMENT 3 TO RFP: ACREEMENT

INDEX

Preamble	
Definitions	1
Definitions Period of Parlonnance	2
Compensation and Terms of Payment	
Obligations of The Contractor	2
Good Faith	
Road Renair Services	7.
Incorporation of RFP	
Decient Planning	3
Site Preparation and Mobilization Reporting Requirements	3
Reporting Requirements	۵.
Insurance and Bond Requirements	, خ
Sub-Contracts	.6
Obligations of the Claims Administrator	6
Property Rights and Confidentiality	. 0
Mandatory Terms	7
Tridenni fortion	7
Termination	8
Choice of Law.	8
Miscellaneous	9

ROAD REPAIR PROGRAM ACREEMENT

	2016 and is effective upon Court
	THIS ACREEMENT is entered into on 2016, and is effective upon Court a corporation with its headquesters at
	annimual ("httechye Date Bushing Without
•	Contractor / And County Wast Virginia
	("Contractor") and the County, West Virginia, Settlement (hereinafter "Sponsor") which was approved by the Circuit Court of Harrison County, West Virginia, Settlement (hereinafter "Sponsor") which was approved by the Circuit Court of Harrison County, West Virginia, Settlement (hereinafter "Sponsor") by Orders dated January 4, 2011, and June 27, 201, by and through the Case No. 04-C-296-2 (the "Court"), by Orders dated January 4, 2011, and June 27, 201, by and through the Case No. 04-C-296-2 (the "Court").
	Case No. 04-C-296-2 (the "Court"), by Orders dated January 4, 2011, into junc 1, 100 per content of Gentle, Turner, appointed Special Master and Claims Administrator, Edgar C. Gentle, III., Esq., of the firm of Gentle, Turner, appointed Special Master and Claims Administrator"). Sexton, & Flarbison, LLC (liereinafter collectively referred to as "Claims Administrator").
- 23 - 6	Life istand by the Claims Administrator, is
,	The principal place of business of the Sponsor, as administered by the Claims Administrator, is 55 B Smeet, P.O. Box 257, Spelter, West Virginia, 26438.
	WHEREAS, on February 22, 2016, the Claims Administrator issued the Request for Proposals for the Road Repair and Improvement Program in the Perrine Road Repair and Improvement Program in the Perrine DuPont Settlement, attached hereto as Exhibit A (the "RFP").
<i>:</i>	WHEREAS, the Claims Administrator recommends to the Court that the Contractor be awarded the contract to provide the Road Repair Services described in this Agreement;
S ,	WHEREAS, by emicring into this Agreement, the Contractor agrees to provide Road Repair Services, including, the repair, restrictions and proving of the Eligible Roads as listed in the RIP and incorporated herein by reference (See, Exhibit A).
	WHEREAS, the Claims Administrator desires to work with the Contractor and the Contractor desires to work with the Claims Administrator to implement the Road Repair Program; and
2	WHERBAS, the Claims Administrator and the Contractor (collectively, the "Parties") have agreed that the Contractor shall exclusively provide the Road Repair Services for the Claims Administrator for the roads described in the Order of the Court dated
	described in the Older of the
	Agreement;
	NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and substantial consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees
	as follows:
	SELECTION OF THE SELECT
	I. DEFINITIONS
	All words and phrases defined below shall have the following meaning:
	A. "RFP" collectively means the Claims Administrator's February 22, 2016 Request for Proposals with respect to the Road Repair Services defined below (See, Section I.B. below), a copy of which is attached hereto a
	Exhibit A and is incorporated by reference,
	designated Road Repair Last as described in the designated Road Repair Last as designated Road Repair Last as described in the second second repair Last as designated Road Repair Last as designated Road Repair Last as described in the second repair Last as designated Road Repair Last as described in the second repair Last as des
,'	during a reasonable ediffing cycle that identifies the Vantactor shall perform and rely upon in carrying ou
	the Road Repair Services, as described in Section IV B. below.

II.

This Agreement shall become effective following Court approval, and shall continue in full force through. December 31, 2016, or until such time as all conditions and obligations are met and salisfied herein, which the Claims Administrator estimates is sufficient time to complete all Road Repair Services in accordance with the terms of this Agreement.

COMPENSATION AND TERMS OF PAYMENT Ш

- The Contractor agrees to provide the Road Repair Services as described herein at a cost agreed to by the Claims Administrator, with total compensation not to exceed \$ A. "capped amount"). Within seven (7) days following Court approval of this Agreement, the Contractor shall (the "5% down payment"). receive an amount equal to 5% of the capped amount, of \$____
 - Paymont Terms for Road Repair Services. To be negotiated and included herein prior to the
 - Disposition of 5% Down Payment. The 5% down payment shall be utilized in ratably redocing the payments to the Centractor. If the down payment is fully utilized, then future payments to the n. Contractor shall no longer/be reduced by the 5% down payment. But, if the 5% down payment is not so utilized in full, then, following completion of the Road Repair Services, the remaining portion of the 2% down payment shall be refunded by the Contractor to the Claums Administrator.
- The Contractor shall be responsible for the payment of all excise, sales, or use taxas and all taxes required by him on all labor, materials, tools, apparatus, equipment, fixtures, and incidentals which purchases or uses for the purpose of conducting, acilitating and/or supervising the Road Repair Savices. В. contemplated herein. The Continutor represents that all amounts required for such taxes are included and are part and parcel of the compansation as set out in the Price Proposal submitted by the Contractor.
- The Contractor will take the risk of diesel fuel cost fluctuations up to a ceiling of \$3:00 per gallon perhttp://www.cia.gov/petroleum/gasdiesel/(the "find cap"). Upon the Contractor providing reasonable proof. Ċ. that it purchased diesel fuel for the project and only used it for the project at a prime above the fuel cap at a time that the fluck cap was exceeded per http://www.eia.gov/petroleum/gasdiesel/, the Settlement shall reimburse the Contractor, dollar for dollar for the amount above the firel cap so paid by the Contractor, for diesel fuel.

OBLIGATIONS OF THE CONTRACTOR IV.

- Good Faith: The Contractor commits to act in good faith in working with the Claims Administrator to complete all of the tasks and obligations identified herein, and to perform all actions required to A. effectuate the items identified herein in a reasonable and responsible manner consistent with industry practices. The Contractor represents and warrants that all services performed in accordance with this Agreement shall be performed in accordance with all applicable federal, state and local rules and regulations. The Contractor further warrants that it has or will have examined and familiarized itself with the services and the laws, rules and regulations relating to this Agreement and that all employees and any subcontractors authorized hereunder shall possess such expertise and skill and such training, and certifications as may be necessary to perform the tasks and. responsibilities to which they are assigned.
 - Road Remar Services: The Contractor shall provide Road Repair Services for the Eligible Roads listed in the RFP, as follows:

- n. Incorporation of the RIPS. The Parties hereby agree that the RPF in Exhibit A is incorporated herein and, together with this Agreement, define the scope of the work for the Road Repair Services. Nonetheless, if any terms set forth in Exhibit A conflicts with any term contained in this Agreement, the Agreement shall govern.
- b. Exclusion of Response Assumptions, Exceptions, and Covents: Claims Administrator and the Contractor specifically exclude any exclusions, limitations, assumptions, or other statements of contractor specifically exclude any exclusions, limitations, assumptions, or other statements of reservation that me not in this Agreement. This Agreement, with its Exhibits, represents the complete, entire and sole agreement between the Parties, and any and all provious statements of "reservation" made by the Contractor are not a final part of this Agreement unless specifically stated and agreed to by the Claims Administrator herein.

c. Project Planning:

i. The Contractor shall prepare an Implementation Plan and provide to the Claims Administrator for review and approval that encompasses the full scope of work and identifies the protocols for the completion of the Road Repair Services.

ii. The Continctor shall carry out and perform any and all duttes pursuant to and in compliance with all state and federal laws, including but not limited to any and all state and federal environmental

laws, along with any applicable healthy and safety regulations.

Permits: The Contractor shall ensure that all required permits are secured prior to commencing Road Repair Services. The Contractor shall file permits or notify the appropriate permitting agencies, as necessary, in order to limit potential delays in the commencement of road repair activities. The Contractor shall also obtain any other local authorizations that may be necessary for the completion of work. The Contractor is activities include, but are not limited to, obtaining all permits required by Harrison County, the State of West Virginia, the United States Government, and/or any municipality within

the Class Area that require permits related to the work described herein.

iv. Accoss Agreements: The Contractor shall secure from the Claims Administrator copies of all available access agreements prior to commencing Road Repair Services, and shall ensure that copies of said agreements are uploaded and maintained onto in electronic data management system. All necessary and relevant access agreements have been procured by the Claims Administrator and shall be provided upon request to The Contractor by the Claims Administrator. Said data management system shall maintain the engoing status of Road Repair Services activities at each location where an access agreement has been obtained with weakly updated reports submitted by the Contractor to the Claims Administrator for tracking the work. The Contractor shall also provide reports as requested by the Claims Administrator within forty-eight (48) hours of written request.

d. Site Preparation and Mobilization

i. Pre-Rond Repair Program Meeting: The Contractor shall conduct a pre-Road Repair Program conference to introduce key personnel, define authorities and responsibilities, discuss details related to project implementation and a detailed schedule for the Road Repair Services, with a teleconference option for those participants electing to meet via telephone, including, but not limited to Claims Administrator representatives, the Finance Committee and the Claimant Advisory Committee.

Weekly Meetings: During the execution of the Road Repair Services, the Contractor will conduct weekly project meetings to inform the Claims Administrator of the progress of the work, any problems and/or corrective actions implemented, and updates on the construction schedule. A telephone entire option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so requested, shall be provided.

Daily Safety Meetings: Safety meetings will be conducted by the Contractor daily as part of the Contractor's duty to fulfill its obligations under any and all federal and state as contemplated in iii.

Monthly Reports: During the execution of the Road Repair Services, the Contractor shall provide the Claims Administrator monthly written reports identifying, at a minimum, the progress. of repairing the Eligible Roads, including, if any, significant damage caused to areas surrounding the road repair area, such as yards, structures, or personal property, caused by the Contractor or its subcontractors; and my complaints received from Claimants or other persons effected by the damage. The report shall be provided to the Claims Administrator office via hand or evernight delivery and

Complaints. The Contractor shall notify the Claims Administrator immediately in writing, to the extent practicable, when it becomes aware of any Claimant's complaint related to the Road Repair Services, and the Contractor shall cooperate with the Claims Administrator in undertaking reasonable

measures to resolve such complaints.

Problem Resolution Meetings: A special meeting shall be held when and if a problem or deficiency is present or likely to occur. At a minimum, the meeting shall be attended by the Claims Adequistrator, the Contractor team manphers, and any affected third party subcontractors and/or Claimants. The purpose of the meeting shall be to define and resolve the problem or work deficiency. The meeting shall be decomented by the Contractor and minutes shall be prepared and distributed to. all parties aftending or participating. A teleconference option for those participants electing to meet via telephone, and including, but not limited to Chains Administrator representatives, if so requested, shall be provided. The meeting shall occur promptly but no later than seventy two (72) hours after written request of the Contractor or Claims Administrator. The request shall identify the condition or event to be disoussed.

Logistics: The Contractor shall facilitate all logistical support, and any and all logistical planning necessary to effections an efficient start-up and continuation of Road Repair Services. vii

Vill. Utility Identification: Prior to initiating Road Repair Services activities; the Contractor shall locate

and mark all underground utilities.

x.

Access Road Construction: The Contractor shall construct access roadways, as necessary, utilizing. crushed stone or other materials, to facilitate work activities. The Contractor shall establish suitable ίλ. facilities for parking.

Personnol and Equipment Decontamination: As required, the Contractor shall ensure

decontamination of personnel and excavation equipment.

Mobilization: Upon completion of logistical preparation activities, the Contractor stiall mobilize personnel, equipment, materials, and other resources to the site to initiate road rapair activities. Mobilization activities are anticipated to include, but are not limited to the delivery, installation, licokup, and maintenance of temporary offices and construction facilities. Temporary offices and construction facilities are expected to include field offices, support facilities, utilities, this and pollution combol facilities, personnel protoction and work areas, and creation and maintenance of access roads and parking areas, as required,

Site Security: The Contractor shall be responsible for access control and security at all staging areas and at the individual work areas. Security shall include at least one of the following: use of existing fencing, snow fenoing, at a minimum caution tape, and signage warning of restricted areas and hazards to control access, protect equipment and support facilities, and prevent unauthorized entry

and exposure to Higible Roads and to control access to other dangerous conditions:

will. Decumentation: The Contractor shall be responsible for documenting all field activities during the Road Repair Program. Records of field activities shall be legible, identifiable, retrievable, and protected against damage, deterioration, and loss. The Contractor shall record all documentation in waterproof, non-crasable ink. If an error in any of these documents is made, shall make corrections by crossing a single line through the error and entering the coirect

information adjacent to it. The corrections shall then he initialed and dated. All data and documentation shall also be uploaded and maintained onto an electronic data management system. The data introduced and experiable, and access to said data introduced entertaining and documentation, and/or reports generated from said dam and documentation, shall be provided to the Claims Administrator within five (5) days of written request.

Reporting Requirements:

b.

a. The reports to be submitted by the Contractor pursuant to the terms of this Agreement shall be provided to the Claims Administrator's office via hand or overlight delivery and electronic mail.

The Contractor shall work with the Claims Administrator to determine which reports shall be necessary to fully perform the services contained herein.

D. Insurance and Bond Requiremental

The Contractor shall maintain Workers' Compensation benefits within the State of West Virginia throughout all periods referent to the execution of duties and obligations under this Agreement with waiver of subrogation in favor of the Perrine DuPont Settlement (which is the Perrine DuPont Property Remediation Qualified Settlement Fund, an IRC \$468B Qualified Settlement Rund domiciled in West Virginia), EL DuPont De NeMours and Company ("DuPont"), and the law fun of Gentle.

Tuner, Sexion & Highison, LLC.

The Contractor shall maintain an Employer's Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per incident, with waiver of subrogation in favor of the Perrine DuPont Settlement, DuPont, and Gentle, Tuner, Sexion & Harbison, LLC. The Contractor shall maintain a Commercial General Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars.

(\$2,000,000.00) per occurrence.

The Contractor shall maintain Professional Liability insurance throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000,000) per claim with maintenance of coverage for two (2) years following the completion

d. The Contractor shall maintain an Excess Liability policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.

The Contractor shall maintain an Environmental Impairment insurance policy or Pollution Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Bollars (\$2,000,000.00) per claim.

f. The Contractor shall maintain comprehensive or commercial automobile hability for bodily injury and property damage throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.

g. The insurance required herein shall be primary to any other valid and collectible insurance.

h. The Contractor must ensure that the Perrine DuPont Settlement, DuPont and the law firm of Gentle,
Turner, Sexton & Harbison, LLC, are listed as additional insureds on the above policies, as evidenced by
a Certificate of Insurance verifying coverage limits.

Bonds: The Contractor shall furnish bonds covering the faithful performance of this Agreement and the payment of all obligations arising in connection therewith, said bonds to be in such form Claims. Administrator approves, and with sureties that Claims Administrator approves. Approval of the bond form shall not be unreasonably denied; reasons for denial shall be stated in writing. Each bond shall

contain a provision to the effect that changes in the Road Repair Services and/or modifications to this Agreement shall in no way relieve the surety of its obligations. Bonding provided by the Contractor shall equal the total contract value of this Agreement. Bonds may be furnished for different phases of the work so long as the penal value of each bond is commensurate with the value of each phase.

E. Sub-Conuncis:

The Contractor may sublet to Sub-contractors acceptable to the Claims Administrator any portlons of the Road Repair Services. Claims Administrator reserves the right to review and approve or disapprove all subcontracts as to scope of the Road Repair Services to be performed or for any disapprove all subcontracts as to scope of the Road Repair Services to be performed or for any reasonable basis. If Claims Administrator rejects a proposed subcontractor, it imust state all bases in writing and allow Contractor to respond and request a reconsideration with a reasonable period of time writing and allow Contractor to respond and request a reconsideration with a reasonable period of time.

b. Such Claims Administrators acceptance, review or approval, or the fallors to accept, review, or approve a subcontractor, shall not be construed as relieving the Contractor of any responsibilities under this

Agreement.

c. The Contractor shall have full directing authority over and responsibility for the performance of all Road Repair Services which the Contractor subcontracts and shall not be relieved of its all Road Repair Services which the Contractor subcontracts and shall not be relieved of its responsibility for the proper performance of the services contemplated herein due to subcontracting.

d. The Contractor egrees to bind each and every Sub-contractor by the terms, conditions and provisions of this Agreement applicable to Road Ropain Services, unless otherwise specifically agreed to in writing by the Claims Administrator.

Nothing contained in this Agreement is intended to or shall the same sreats any contraction or privily relation between any Sub-contractor and the Claims Administrator or any obligation on the part of the Claims Administrator to pay or to see to the payment of any moneys due any Sub-contractor.

V. OBLIGATIONS OF THE CLAIMS ADMINISTRATOR

A. <u>Riductory Duties:</u> The Claims Administrator shall be responsible for the interpretation of Court Orders and Road Repair Program documents, and any communications to the Claimants, the Finance Committee, the Claimants Advisory Committee, and the Court.

B. Amendments to the Road Repair Program: The Claims Administrator shall provide written notification to the Contractor of any modifications or amendments to the Road Repair Program. Modifications to the Road Repair Program that have a cost impact upon the Contractor shall, result in written, reasonable pricing revisions effective as of the date of the modification or amendment.

C. Response Time: The Claims Administrator shall provide any written response required herein or otherwise reasonably required by the Contractor no later than five (5) working days after request. In instances where a response is needed faster in order to avoid delay, such response shall be provided sooner so as to avoid delay.

VI. PROPERTY RIGHTS AND CONFIDENTIALITY

Computer Equipment and Confidential Information: All computer equipment owned by the Contractor; programs; drawings, diagrams, specifications, manuals, forms, procedures, data files. (but not the data therein belonging to the Claims Administrator), and all other information and materials of any nature existing before the commencement of the Road Repair Program and furnished, revealed or otherwise made available to the Claims Administrator by the Contractor, whether on the Contractor's premises or the Claims Administrator's premises. (the Confidential

Information"), shall remain the sole and exclusive property of the Contractor. All other Information, records, and decomeniation generated in carrying out the Road Repair Services contemplated herein the characteristic designated the "Claims Administrator's Information." The Chains Administrator's Information shall be and remain the sole and exclusive property of the Claims Administrator's Information to the Claims Administrator's Information to the Claims Administrator within thirty (30) days from the date of termination of this Agreement, while being able to maintain a copy on a confidential basis and also to be used to enforce the Centractor's rights under this agreement.

- B. Storage and Inspection: All documents, books, and records funished to the Contractor by the Claims Administrator provided in accordance with this Agreement shall remain the property of the Claims Administrator, and all documents, books, and records of the Contractor provided in accordance with this Agreement pertaining to any individual insurance, group Insurance, or services, whether original records of the Contractor or furnished by the Claims Administrator, shall be open for inspection at the Contractor's West Virginia location, unless otherwise agreed, at all reasonable times. The Contractor may store any or all of such documents, books, and records in microfilm, magnetic tape, or other electronic medium.
- Disposition upon Termination of this Agreement: To the extent feasible, upon termination of this agreement, the Contractor shall return to the Chains Administrator all Claims Administrator Information received or created by the Contractor on behalf of the Road Repair Road Regair Program within ten (10) business days; however if it is not reasonably feasible, the protections of this Agreement shall continue to apply to such information after the termination of this Agreement.

VII. MANDATORY TERMS

The Mandatory Terms in Appendix A to the RFP and attached hereto as Exhibit B are a part of this Agreement, mid are incorporated herein by reference.

VIII. INDEMINIFICATION

A. Indemnification of the Contractor. Claims Administrator agrees to indemnify and hold harmless the Contractor or any of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against Claims Administrator and/or the Contractor as a result or arising out of Claims Administrator performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Contractor's negligence, willful misconduct, or criminal misconduct.

B. Indomnification of the Claims Administrator. The Contractor agrees to indomnify and hold harmless the Claims Administrator or any of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawants or judgments brought against the Contractor and/or the Claims. Administrator as a result or arising out of the Contractor's performance of its responsibilities pursuant to the provisions of this arising out of the Contractor's performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Claims Administrator's negligence, willful misconduct, or criminal misconduct.

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IX. TERMINATION

A. Material Brench: If either parly materially breaches this Agreement, the other party may terminate the Agreement provided that it notifies, in writing, the breaching party of the specific breach and allows the breaching party the opportunity to cure the breach have not been corrected in filteen (15) days, the reasonable and substantial steps to cure the breach have not been corrected in filteen (15) days, the Agreement may be terminated upon five (5) days further written notice. If a notice and opportunity to cure is generated by the Contractor for non-payment and not oured by Claims Administrator, the Contractor may, at its sole discretion, suspend performance upon expiration of the fifteen (15) days the Contractor shall be eithiled to an equitable adjustment to this Agreement.

B. Termination for Insolvency; If either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all, or a substantial part, of its assets; files, a voluntary petition in bankinpicy; trustee, or liquidator of itself or of all, or a substantial part, of its assets; files, a voluntary petition in bankinpicy; admits in writing to its inability to pay its debits as they become due, makes a general assignment for the benefit of creditors; files a polition or an answer seeking reorganization or rearrangement with creditors; or, as a debitor, invokes or takes advantage of any insolvency law, or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such party bankings or insolvent or approxing a petition seeking reorganization of such party of all, or a substantial part, of its assets; and such order, judgment, or decree continues unstayed for fairty (30) days, then the other party day; by written

noiles, terminate this Agreement effective on any futine date specified in such notice.

Termination for Convenience: The Claims Administrator reserves the right to terminate this Agreement and all rights and obligations betennder without cause, or for convenience, at its sole discretion, at any time after five (5) days written notice. In the event Claims Administrator terminates this Agreement without cause then Claims Administrator shall reimburse the Contractor for any reasonable out of pocket costs cause then Claims Administrator shall reimburse the Contractor for any reasonable out of pocket costs and expanses incarried for the actual preparation and/or performance of Work and for reasonable lost

D. Effect of Tormination: In the event of a termination, this Agreement shall be of no further force or effect except that each party herete shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.

E. Continuation of Services: Except for termination due to Claims Administrators breach, the Contractor agrees that upon completion of the work at Claims Administrators request for continuation of services, it shall continue to provide sources herounder, provided Claims Administrator normalies with all the terms and provisions of this Agreement in effect prior to the termination. The fees for such continuation period shall be equitably adjusted.

F. Information Transfer: In the event of termination of this Agreement, the Contractor agrees to provide Claims Administrator all Information in the Contractor's possession petialining to all services, records, and efforts related to this Agreement, consistent with reasonable industry norms, are within five (5) business days. The Contractor may provide the data by electronic or wire communication or a media type such as disk, tape, or CD.

X: CHOICE OF LAW AND RESOLUTION OF ALL DISPUTES

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the

Resolution of All Disputes: In accordance with the Mandatory Terms in Appendix A to the RFP and attached hereto as Exhibit B, the Circuit Court in Harrison County, West Virginia retains continuous and exclusive jurisdiction and supervision over the Property Remediation Plan and over this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Circuit Court of Harrison County West Virginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison

County West Virginia. The Parties irrevocably and expressly submit to the jurisdiction of the Court over any such proceeding. The Parties irrevocably and expressly waive any objection that they might now or hereafter have to the laying of venue for such proceeding in the Circuit Court of Harrison County West Virginia and any claim that any such proceeding in the Circuit Court of Harrison County West Virginia lias been brought in an inconvenient forum

Mediation: Prior to litigation or juridical proceeding, the Parties must first subject the dispute to mediation as a condition precedent. Mediation shall be administered by a mediator to be regreed upon by the parties. C.

MUSCELLANEOUS XI.

В.

C.

D.

Prompt Notification of any and all Complaints: The Contractor and Claims Administrator both mutually agree that each shall both premptly notify in writing the other of any and all A. complaints andfor issues which relate to or arise from this Agreement contemplated berein, and the Contractor and Claims Administrator shall work in tundem to resolve any and all claims add/or

Correlation of Documents: The Agreement documents are complementary and what is called for by any one of the documents described herein and attached hereto are binding as if called by all. There are certain operations, labor, equipment, malerinis and things reasonably inforable from the Agreement as being necessary to produce the intended results; even though no mention thereof is made in and Agreement, such omission shall not relieve the Contractor from its obligation to provide all such operations, labor omission shall not relieve the Contractor from its obligation to provide all such operations, labor equipment, materials and things reasonably required. Parts of the Road Repair Services described in words which, when applied, have a well-known technical or trade meaning in accordance with the accognized standards applicable to such insaning.

Rorce Majeures Notwithstanding anything herein or otherwise which may appear to be to the contracy, neither party shall be responsible for deln/s or failures in performance under this Agreement resulting from any force majeure or acts beyond the reasonable central of the party. Such acts shall include, without limitation, acts of God, strikes, blackouts, riots, acts of war, epidemics, governmental regulations, fire communication line failure, power failures, mechanical failures, claims or other disasters. Notwithstanding any bilier provision, the Contractor shall be entitled to an equitable adjustment to this Agreement for

Notice: Any notice or demand desired or required to be given hereumder shall be in writing and desmed given when personally hand delivered or, if sent via overnight mail upon receipt, or three (1) days after

deposit in the United States Mail, postage prepaid, sent cortified or registered, addressed as follows:

a. If to the Claims Administrator, to: The Perrine DuPont Property Remediation Road Repair Program Spelter Volunteer Fire Department Office 55 B Street

PO BOX 257

Spoller, West Virginia 26438 Aftention: Edgar C. Contle, III, Esq.

Claims Administrator

With an email copy to escrowagen@aol.com

b. If	to the Co	nicactor, t	0 .	
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سيدان	ttention:,			

or to such other address or person as hereafter shall be designated in writing by the applicable party

Entire Agreement: This Agreement and all exhibits and schodules heroto constitute the entire agreement between the Parties hereto pertaining to the subject matters hereof and superscale all negotiations, preliminary agreements and all prior or contemporarieous discussions and understandings of the Partles horeto in connection with the subject matters hereof. All exhibits and schedules are incorporated. into this Agreement as if set forth in their entirety and constitute a part hereof. Any exceptions or reservations set forth by the Commeter in any responses to the RIP shall not be part and percel of this

Agreement, excepting those that are explicitly acknowledged herein.

E.

F. -

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J.

Modifications in Writing No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or ou behalf of the party subject to the enforcement thereof. Any unendment, modification or supplement of or to my provision of the Agreement, any waiver of any provision of this Agreement, and any consent to any departure. from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given,

Conflicting Terror: In the execut that any term shall conflict with any of the terms contained in any of the documents which are part and purcel of this Agreement, including but not limited to Chims. Administrator's RFP, the Contractor's Response to RFP, and/or any other Exhibits attached hereto,

shid/or any other documents identified in this Agreement, this Agreement shall control.

Severability: In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be suffreeable and shall be enforced to that extent.

Nothing contained in this Agreement and no action taken by the Parties puismant hereto shall be deemed to constitute the Parties as a partnership, an association, a joint venture or other entity. It is expressly agreed that neither Party for any purpose shall be deamed to be an agent,

osiensible or apparent agent, employee, or servant of the other Party.

Hendlings and Captions: The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting of applying this Agreement, and such titles or captions do not define, limit, extend, explain or

describe the scope or extent of this Agreement or any of its terms or conditions.

Binding Effect on Successors and Assigns: This Agreement shall be binding upon and shall have to the benefit of the Parties hereto and their respective heirs, legal representatives. K. successers and assigns, in the event of assignment, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect and the party making the assignment shall remain liable and responsible for the due performance of all of the terms, coverants and conditions of this Agreement that it is obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement. However, neither the Claims Administrator, nor the Contractor may assign the rights and obligations provided hereunder without the prior written express permission of the other party, which shall not be unreasonably denied. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

Changes in Lawy. If changes in the laws materially affect a party's rights and obligations goder this Agreement or render any portion illegal or menforceable, then the Parties agree to negotiate medifications to the terms of this Agreement in good faith. If the Parties cannot agree to modify terms that comply with the changes in laws, then either party may terminate this A greemant upon thirty (30) days prior written Advertising, Promotion, and Trade Name: The Contractor analy not list. Claims Administrator. as one of the Contractor's olients in proposals and responses to proposals for the development of new M. business, without Claims Administrator's prior written permission. Claims Administrator may use the Contractor's name, in any form other than its loge, in marketing materials, in a form acceptable to the Contractor Claims Administrator may not use the Contractor's name or logo, or any form thereof, in such a way as to convey that the Contractor is an administrator and/or siduciary with regards to Clatinauts, Exclusivity: Claims Administrator agrees that, during the term of this Agreement, it shall not utilize the services of another entity to provide the services the Contractor has agreed to perform N. Thind Party Beneficiarles: The Continuon and Claims Administrator specifically state, admowledge. and agree that it is their intent that no other party, person or entity, including, but not limited to, O_2 Clampants, shall be third party beneficiarles to this Agreement. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written. The undersigned certifies that he has legal authority to bind By: Name: Title: WITNESS: The undersigned certifies that he has legal authority to bind Claims Administrator upon approval of this Agreement by the Court in the DuPont Case. The Perrine DuPont Settlement By: Edgar C. Gentle, III

Title: Claims Administrator

EXHIBIT D TO ORDER:

ROAD RE-PAVING/REPAIR PORTION OF THE SETTLEMENT ROAD REPAIR AND IMPROVEMENT PROGRAM AGREEMENT

NDEX

Preamble	. 1
Definitions	7
David of Performance	2.
Compensation and Terms of Payment	9
Obligations of The Confractor	بيدم
Cood Faith	2
Road Renair Services	2.
Incorporation of KPE	3
Project Planting	3
Site Preparation and Mobilization Reporting Requirements	.5
Reporting Requirements	- 5
Insurance and Bond Requirements	· 6
Sub-Contracts	
Obligations of the Claims Administrator	
the same of the sa	.7
The state of the s	7
Indomnification	<i>ie 1</i>
Mandatory Levius Indonnification Termination	έ.
Choice of Law.	o.
Adicallaneous	

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	ROAD REPAIR PROGRAM	* .
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	AGREEMENT	· ·
		2016, and is effective upon Court a connoration with its headquarters at or") and the Perrine DuPont withor Hamison County, West Virginia
٠,	THIS AGREEMENT is entered into on	2010, and with its headquarters at
	approval ("Effective Date"), being between	a corporation with the Perrine DuPont
	approva (chicoare Dute)	or J and the West Virginia
	Settlement (hereinafter "Sponsor") which was approved by the Girouit Co Case No. 04-C-296-2 (the "Court"), by Orders dated January 4, 2011, Case No. 04-C-296-2 (the "Court"), administrator, Edgar C. Gentle, II	bit of Hanison County, the card through the
	Bettlement incentated opposite by Orders dated January 4, 2011,	and tone 27, 201, by and the Torner
	Case No. 04-C-296-2 (the "Courl"), by Orders dated January 4, 2011, appointed Special Master and Claims Administrator, Edgar C. Gentle, II appointed Special Master and Claims Administrator, Edgar C. Gentle, II	I. Esq.; of the tirm of Gonas, 4 days
	appointed Special Masia and Claims .	Administrator").
	appointed Special Master and Claims Administrator, Edgar C. Genny A. Sexton, & Harbison, LLC (hereinafter collectively referred to as "Claims.	are to A.
	The principal place of business of the Sponsor, as administ	ered by the Claims Administrator, is
	The principal place of outsides affectation 26438.	•
	The principal place of the West Virginia, 26438. 55 B Street, P.O. Box 257, Spelter, West Virginia, 26438.	na n
		sped the Request for Proposals for the
	WHEREAS, on February 22, 2016, the Claims Administrator is Road Re-paving/Repair portion of the Settlement Road Repair and Road Re-paving/Repair portion of the Settlement Road Repair and Road Re-paving/Repair portion of the Settlement Road Repair and Re	Improvement Program in the Perrile
	TV. DEST WELLOWERY ALTROHOP REPORT TO	•
	WHEREAS, the Claims Administrator recommends to the Co	urt that the Contractor be awarded the
	WHEREBAS, the Claims Administrator recommends to regreent	
	All Mariada the Road Rebail Del Vices	•
	WHEREAS, by entering into this Agreement, the Contractor ag including, the repair, resurfacing and paving of the Bligible Roads as list	ed in the RFP and incorporated herein.
	including the repair, resultacing and parameters	
	A Committee of the Comm	initractor and the Contractor desires to
	by reference (nee, national form). WHEREAS, the Claims Administrator desires to work with the Court with the Road Repair Program of the Road Repair Program	mi and
	t and the three three committees and the state of the sta	
	WHEREAS, the Claims Administrator and the Contractor (collection of the Contractor shall exclusively provide the Road Repair Services for the Contractor shall exclusively provide the Road Repair Services for the Court dated.	the Claims Administrator for the roads
	d Company that exclusively provide my from any	16, in Exhibit A, for the duration of this
	described in the Order of the Court dated	, 11 Thursday
	a cas	w .
	and the second s	set forth herein, and for other good and
	NOW, THEREFORE, in consideration of the mutual covenants substantial consideration, the receipt and sufficiency of which are	herehy acknowledged, the Parties agree
	substantial consideration, the receipt and sufficiency of which are	Hotelay, dolores b
	as follows:	
	as ionows.	
	I. DEFINITIONS	
	All words and phrases defined below shall have the following meaning:	
	All words and philases doubted	transport of managed and brespect
	A. "REP" collectively means the Claims Administrator's February 22	2016 Request for Proposals with copse
	A. "REP" collectively means the Claims Administrator's February 22 to the Road Repair Services defined below (See, Section I.B. below	w), a copy of which is anached herous as
	to the Road Repair Services admired the reference.	a with the Resident
	Babilit A mid is incorporated by reference;) perform the "Scope of World for the
•	Exhibit A and is incorporated by reference; B. "Road Repair Services" includes the Contractor's agreement to the Rep and incorporate in the Rep and incorpo	porated herein by reference (See, Exhibit
	Cantaland Road Repair List as a control of the cont	and a state of the contribution and approved
	A CONTROL OF THE PROPERTY OF T	an area of the Contractor and
	A); and (ii) an implementation plan to be prepared for the Claim A); and (iii) an implementation plan to be prepared for the Claim Administrator, and the protocols that the Contractor state Claims Administrator, and the protocols that the Contractor state Claims Administrator, and the protocols that the Contractor state of the Claims Administrator, and the protocols that the Contractor state of the Claim Section IV.B. below.	all perform and rely upon in carrying out
	the Claims Administrator, and the protocols ular the Company	THE AND THE STATE OF THE STATE
	the Claims Administrator, and the protection and the Road Repair Services, as described in Section-IV.B. below.	
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This Agreement shall become effective following Court approval, and shall continue in full force through . . December 31, 2016, or until such time as all conditions and obligations are met and satisfied herein, which. the Claims Administrator estimates is sufficient time to complete all Road Repair Services in accordance with the terms of this Agreement.

III.

- The Contractor agrees to provide the Road Repair Services as described herein at a cost agreed to by the A. Claims Administrator, with total compensation not to exceed \$ "capped amount"). Within seven (7) days following Court approval of this Agreement, the Contractor shall receive an amount equal to 5% of the capped amount, or 1 (the "5% down payment")
 - Payment Terms for Road Repair Services. To be negotiated and included herein prior to the
 - execution of this agreement. Disposition of 5% Down Payment. The 5% down payment shall be utilized in ratably reducing the paymants to the Continctor. If the down payment is fully nullised, then future payments to the ii. Contractor shall no langer be reduced by the 5% down payment. But, if the 5% down payment is not so utilized in full, then, following completion of the Road Repair Services, the ramaning portion of the 5% down payment shall be refunded by the Contractor to the Claims Administrator.
 - The Contractor shall be responsible for the payment of all excise; sales, or use taxes and all taxes required by law on all labor; motorials, tools, apparatus, equipment, fixtures, and incidentals which purchases of uses for the purpose of conducting, facilitating and/or supervising the Road Repair Services contemplated herein. The Contractor represents that all amounts required for such taxes are included and are part and parcel of the compensation as set put in the Price Proposal submitted by the Contractor.
- The Contractor will take the fisk of diesel fuel cost fluctuations up to a coiling of \$3.00 per gallon per Ċ., http://www.eia.gov/petroleym/gasdiesel/(the "fuel cap"). Upon the Contractor providing reasonable proof that it purchased diesel fuel for the project and only used it for the project at a price above the fuel cap at a time that the fuel cap was exceeded per http://www.eig.gov/petrole.ma/gasdicsel/, the Settlement shall reimbursa the Contractor, dollar for dollar for the amount above the fuel cap so paid by the Contractor for dîësol fuel.

OBLIGATIONS OF: THE CONTRACTOR TY.

- Good Paith: The Contractor commits to act in good faith in working with the Claims Administrator to complete all of the tasks and obligations identified herein, and to perform all actions required to effectuate the items identified herein in a reasonable and responsible manner consistent with industry practices. The Contractor represents and warrants that all services performed in accordance with this Agreement shall be performed in accordance with all applicable federal, state and local rules and regulations. The Contractor further warrants that it has or will have examined and familiarized itself with the services and the laws, rules and regulations relating to this Agreement and that all employees and any subcontractors authorized hereunder shall possess such expertise and skill and such training and certifications as may be necessary to perform the tasks and responsibilities to which they are assigned.
- Road Repair Services: The Contractor shall provide Road Repair Services for the Eligible Roads listed in the RFP, as follows:

- Incorporation of the RRP: The Parties hemby agree that the RPF in Exhibit A is incorporated herein. and, together with this Agreement, define the scope of the work for the Road Repair Services. Monetholess, of any terms set forth in Exhibit A conflicts with any term contained in this Agreement, the Agreement shall
- Exclusion of Response Assumintions, Exceptions, and Caveats: China Administrator and the Contractor specifically exclude any exclusions, limitations, assumptions, or other statements of reservation that are not in this Agreement. This Agreement, with its Exhibits, represents the complete, entire and sole agreement between the Parties, and any and all previous statements of "reservation". made by the Contractor are not a final part of this Agreement unless specifically stated and agreed to by the Claims Administrator herein.

Project Planning:

i. The Contractor shall propare an Implementation Plan and provide to the Claims Administrator for review and approval that encompasses the full scope of work and identifies the protocols for the completion of the Road Repair Services.

The Contractor shall earry out and perform any and all daties pursuant to and in compliance with all state and federal laws; including but not limited to any and all state and federal environmental

laws, along with any applicable healthy and safety regulations. Permits: The Contractor shell ensure that all required permits are secured prior to commencing Road Repair Services. The Contractor shall tile permits or notify the appropriate permitting agencies, as necessary, in order to limit potential delays in the commencement of road repair activities. The Contractor shall also obtain any office local nutronizations that may be necessary for the completion of work. The Contractor a activities include, but are not limited to, obtaining all permits required by Harrison County, the State of West Virginia, the United States Government, and/or any menticipality within

the Class Area that require permits related to the work described herein.

Access Agreementar The Contractor shall secure from the Claims Administrator copies of all available access agreements prior to commencing Road Repair Services, and shall ensure that copies of said agreements are infloaded and maintained onto an electronic data management system. All necessary and relevant access agreements have been procured by the Claims Administrator and shall be provided upon request to The Contractor by the Claims Administrator. Said data management system shall maintain the origining status of Road Repair Services activities at each location where an access agreement has been obtained will weekly updated reports submitted by the Contractor to the Claims Administrator for tracking the work. The Contractor shall also provide reports as requested by the Claims Administrator within forty-eight (48) hours of written request.

Site Preparation and Mobilization

Pre-Road Repair Program Meeting: The Contractor shall conduct a pre-Road Repair Program conference to introduce key personnel, define authorities and responsibilities, discuss details related to project implementation and a detailed schedule for the Road Repair Services, with a teleconference option for those participants electing to meet via tolephone, including, but not limited to Claims Administrator representatives, the Finance Committee and the Claimant Advisory Committee.

Weekly Meetings: During the execution of the Road Repair Services, the Contractor will conduct weekly project meetings to inform the Claims Administrator of the progress of the work, any problems and/or concettive actions implemented, and updates on the construction schedule. A teleconference option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so requested, shall be provided.

Daily Safety Moetings: Safety meetings will be conducted by the Contractor dally as part of the Contractor's duty to fulfill its obligations under any and all federal and state as contemplated in Section IV(c)(ii) above.

Monthly Reports: During the execution of the Road Repair Services, the Contractor shall provide the Claims Administrator monthly written reports identifying, at a minimum, the progress of repairing the Eligible Roads, including, if any, significant damage caused to areas surrounding the road repair area, such as yards, structures, or personal property, caused by the Contractor of its subcontractors; and any complaints received from Claimants or other persons effected by the damage. The report shall be provided to the Claims Administrator office via hand or overnight delivery and

Complaints: The Contractor shall notify the Claims Administrator immediately in writing, to the extent practicable, when it becomes aware of any Claimant's complaint related to the Road Repair. Services, and the Contractor shall cooperate with the Claims Administrator in undertaking reasonable

measures to resolve such complaints.

Problem Resolution Meetings: A special meeting shall be held when and if a problem or defficiency, is present or likely to occur. At a minimum, the meeting shall be attended by the Claims Administrator, the Contractor team members, and any affected third party subcontractors and/or .. Claimants. The purpose of the meeting shall be to define and resolve the problem or work deficiency. The meeting shall be documented by the Contractor and minutes shall be prepared and distributed to all parties attending or participating. A teleconference option for those participants electing to meet Via telephone, and including but not limited to Claims Administrator representatives, it so requested, shall be provided. The meeting shall occur promptly but no later then seventy-two (72) hours after written request of the Contractor or Claims Administrator. The request shall identify the condition or event to be discussed.

Logistics: The Contractor shall facilitate all logistical support, and any and all logistical planning necessary to effectuate in efficient start-up and continuation of Road Repair Services.

Utility Identification: Prior to initiating Road Repair Services activities, the Contractor shall locate

and mark all underground utilities.

Access Road Construction: The Contractor shall construct access roadways; as necessary, utilizing crushed stone or other materials, to facilitate work activities. The Contractor shall establish suitable

Personnel and Equipment Deconformination: As required, the Contractor shall ensure

decontamination of personnel and excavation equipment.

Mobilization: Upon completion of logistical preparation activities, the Contractor shall mobilize personnel, equipment, materials, and other resources to the site to initiate road repair activities. Mobilization activities are anticipated to include, but are not limited to, the delivery, installation, hooling, and maintenance of temporary offices and construction facilities. Temporary offices and construction facilities are expected to include field offices, support facilities, utilities, dust and pollution control facilities, personnel protection and work areas, and creation and maintenance of access roads and parking areas, as required.

xii. Site Security: The Contractor shall be responsible for access control and security at all staging areas and at the individual work areas. Security shall include at least one of the following: use of existing foncing, snow foncing, at a minimum caution tape, and signage wanting of restricted areas and hazards to control access, protect equipment and support facilities, and prevent mauthorized entry

and exposure to Eligible Roads and to control access to other dangerous conditions.

xiii. Documentation: The Contractor stiall be responsible for documenting all field activities during the Road Repair Program. Records of field activities shall be legible, identifiable, retrievable, and profected against damage, detectoration, and loss. The Contractor shall record all decumentation in waterproof, non-erasable link. If an error in any of these documents is made, shall make corrections by crossing a single line through the error and entering the correct

Information adjacent to it. The corrections shall then be initiated and dated, All data and documentation shall also be uploaded and maintained only an electronic data management system. The data management system shall be in a format that is easily readable and exportable, and access to said data and documentation, and/or reports generated from said data and documentation, shall be provided to the Claims Administrator within five (5) days of written request.

Reporting Requirements:

The reports to be submitted by the Contractor pursuant to the terms of this Agreement shall be provided to the Claims Attininistrator's office via hand or overnight delivery and electronic mail.

The Contractor shall work with the Claims Administrator to determine which reports shall be necessary to fully perform the services contained herein.

D. Insurance and Bond Requirements:

b.

a. The Confractor shall maintain Workers' Compensation benefits within the State of West Virginia throughout all periods relevant to the execution of duties and obligations under this Agreement with waiver of subrogation in favor of the Perrine DuPont Settlement (which is the Perrine DuPont Property Remediation Qualified Settlement Fund, an IRC \$468B Qualified Settlement fund domicaled in West Virginia), Ed. DuPont De Namours and Company ("DuRont"), and the law furn of Gentle, Turney Sexton & Harbison, LLC.

The Contractor shall maintain an Employer's Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimism limits of One Million Dollars (\$1,000,000.00) per incident, with waiver of subregation in favor of the Perring DuPont Settlement, DuPont, and Gentle, Turner, Sexton & Harbison, LLC, The Contractor shall maintain a Commercial General Liability insurance policy flicuighout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence.

The Contractor shall maintain Professional Liability Insurance throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim with maintenance of coverage for two (2) years following the completion

d. The Contractor shall maintain an Excess Liability policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.

The Contractor shall maintain an Environmental Impairment insurance policy or Pollution Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per claim.

f. The Contractor shall maintain comprehensive or commercial automobile liability for bodily injury and property damage throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.

g. The insurance required herein shall be primary to any other valid and collectible insurance.

h. The Contractor must ensure that the Perrine DuPont Settlement, DuPont and the law firm of Gentle,
Turner, Sexton & Harbison, LLC, are listed as additional insureds on the above policies, as evidenced by
a Certificate of Insurance verifying coverage limits.

Bonds: The Contractor shall furnish bonds covering the faithful performance of this Agreement and the payment of all obligations arising in connection therewith, said bonds to be in such form Claims Administrator approves, and with sureties that Claims Administrator approves. Approval of the bond form shall not be unreasonably depicd; reasons for denial shall be stated in writing. Each bond shall

contain a provision to the effect that changes in the Road Repair Services and or modifications to this Agreement shall in no way relieve the surety of its obligations. Bonding provided by the Contractor shall equal the total contract value of this Agreement. Bonds may be furnished for different phases of the work so long as the penal value of each bond is commensurate with the value of each phase.

L. Sub-Contracts:

The Contractor may sublet to Sub-contractors acceptable to the Claims Administrator any portions of the Road Repair Services. Claims Administrator reserves the right to review and approve or disapprove all subcontracts as to scape of the Road Repair Services to be performed or for any reasonable basis. If Claims Administrator rejects a proposed subcontractor, it must state all bases in writing and allow Contractor to respond and request a reconsideration with a reasonable period of time.

b. Such Claims Administrator's acceptance, review or approval, or the failure to accept, review, or approve a subcontractor shall not be construed as relieving the Contractor of any responsibilities under this

Agreement.

c. The Contractor shall have full directing authority over and responsibility for the performance of all Road Repair Services which the Contractor subcontracts and shall not be relieved of its responsibility for the proper performance of the services contemplated herein due to subcontracting.

d. The Contractor agrees to bind each and every Sub-contractor by the terms conditions and provisions of this Agreement applicable to Road Repair Services, unless otherwise specifically agreed to in writing by the Claims Administrator.

Nothing contained in this Agreement is intended to or shall the same create any contradual or privily relation between any Sub-contractor and the Claims Administrator or any obligation on the part of the Claims Administrator to pay or to see to the payment of any moneys due any Sub-contractor.

v. OBLICATIONS OF THE CLAIMS ADMINISTRATOR

A. Educiary Duties: The Claims Administrator shall be responsible for the interpretation of Court Orders and Road Repair Program documents, and any communications to the Claimants, the Finance Committee, the Claimants Advisory Committee, and the Court.

B. Amendments to the Road Repair Program: The Claims Administrator shall provide written notification to the Contractor of any modifications or amendments to the Road Repair Program Modifications to the Road Repair Program that have a cost impact upon the Contractor shall, result in written, reasonable pricing revisions effective as of the date of the modification or amendment.

C. Response Time: The Claims Administrator shall provide any written response required herein or otherwise reasonably required by the Contractor no later than five (5) working days after request. In instances where a response is needed faster in order to avoid delay, such response shall be provided sooner so as to avoid delay.

VI. PROPERTY RIGHTS AND CONFIDENTIALITY

A. Computer Equipment and Confidential Information: All computer equipment owned by the Contractor, programs, drawings, diagrams, specifications, manuals, forms, procedures, data files (but not the data therein belonging to the Claims Administrator), and all other information and materials of any nature existing before the commencement of the Road Repair Program and furnished, revealed or otherwise made available to the Claims Administrator by the Contractor, whether on the Contractor's premises or the Claims Administrator's premises (the Confidential

Information"), shall remain the sole and exclusive property of the Contractor. All other Information, records, and documentation generated in carrying out the Road Repair Services contemplated herein are hereby designated the "Claims Administrator's Information." The Claims Administrator's Information shall be and remain the sole and exclusive property of the Claims Administrator. The Contractor shall return the Claims Administrator's Information to the Claims Administrator within thirty (30) days from the date of termination of this Agreement, while being Administrator within thirty (30) days from the date of termination of this Agreement, while being able to maintain a copy on a confidential basis and also to be used to enforce the Contractor's rights under this agreement.

- B. Storage and Inspection. All documents, books, and records furnished to the Contractor by the Claims Administrator provided in accordance with this Agreement shall remain the property of the Claims Administrator, and all documents, books, and records of the Contractor provided in accordance with this Agreement pentaining to any individual insurance, group insurance, or services, whether original records of the Contractor or furnished by the Claims Administrator, shall be open for inspection at the Contractor's West Virginia location, unless otherwise agreed, at all reasonable times. The Contractor may store any or all of such documents, books, and records in midrofilm, magnetic tape, or other electronic medium.
- C. Disposition upon Termination of this Agreement: To the extent feasible, upon termination of this agreement; the Continuous shall return to the Claims Administrator all Claims Administrator Information feed side of created by the Continuous on behalf of the Road Repair Road Repair Program within ten (10) business days; however if it is not reasonably feasible, the profedients of this Agreement shall continue to apply to such information after the termination of this Agreement.

VII. MANDATORY TERMS

The Mandatory Terms in Appendix A to the RPP and attached hereto as Exhibit B are a part of this . Agreement, and are incorporated herein by reference.

VIII. INDEMINIFICATION

A. Indemnification of the Contractor. Claims Administrator agrees to indemnify and hold hamless the Contractor of the of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against Claims Administrator and/or the Contractor as a result or arising out of Claims Administrator's performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Contractor's negligence, willful misconduct, or criminal misconduct.

B. Indemnification of the Claims Administrator. The Contractor agrees to indemnify and hold harmless the Claims Administrator or any of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against the Contractor and/or the Claims Administrator as a result or arising out of the Contractor's performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Claims Administrator's negligence, willful misconduct, or criminal misconduct.

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IX. TERMINATION

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B.

A. Material Breach: If either party materially breaches this Agreement, the other party may terminate the Agreement provided that it notifies, in writing, the breaching party of the specific breach and allows the breaching party life opportunity to cure the breach within fifteen (15) days of the date of the action. If reasonable and substantial steps to cure the breach have not been corrected in fifteen (15) days, the Agreement may be terminated upon five (5) days further written notice. If a notice and opportunity to cure is generated by the Contractor for non-payment and not cured by Claims Administrator, the Contractor may, at its sole discretion, suspend performance upon expiration of the lifteen (15) days the Contractor shall be entitled to an equitable adjustment to this Agreement.

B. Termination for Insolvency: If either party applies for or consents to the appointment of a receiver, instee, or liquidator of itself or of all, or a substantial part, of its assets; files a voluntary petition in bankuptcy; admits in writing to its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or, as a debtor; invokes or takes advantage of any insolvency law; or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such party bankrupt or insolvent or approving a petition seeking reorganization of such party of all, or a substantial part, of its assets; and such order; judgment, or decree continues unstayed for thirty (30) days, then the other party may, by written notice, terminate this Agreement of fective on any future date specified in such notice.

Termination for Convenience: The Claims Administrator reserves the right to terminate this Agreement and all rights and colligations hereunder without cause; or for convenience, at its sole-discretion heavy time after five (5) days written notice. In the event Claims Administrator terminates this Agreement without cause then Claims Administrator shall reimburse the Contractor for any reasonable out of packet costs and expenses moursed for the actual preparation and/or performance of Work and for reasonable lost

profit and overhead.

Effect of Termination: In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from

activities under this Agreement occurring prior to the effective date of termination.

E. Continuation of Services: Except for termination due to Claims Administrator's breach, the Contractor agrees that upon completion of the work, at Claims Administrator's request for continuation of services, it shall continue to provide services hereunder, provided Claims Administrator complles will all the terms and provisions of this Agreement in effect prior to the termination. The fees for such continuation period shall be equitably adjusted.

Tinformation Transfer: In the event of termination of this Agreement, the Contractor agrees to provide Claims Administrator all Information in the Contractor's possession pertaining to all services, records, and efforts related to this Agreement, consistent with reasonable industry norms, are within five (5) business days. The Contractor may provide the data by electronic or wire communication or a media type such as disk, tape, or CD.

CHÓICE OF LAW AND RESOLUTION OF ALL DISPUTES

A. Choice of Laws This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

Resolution of All Disputes: In accordance with the Mandatory Terms in Appendix A to the RFP and attached hereto as Exhibit B, the Circuit Court in Harrison County, West Virginia, retains continuous and exclusive jurisdiction and supervision over the Property Remediation Plan and over this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Circuit Court of Harrison County West Wirginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison

County West Virginia. The Parties irrevocably and expressly submit to the Jurisdiction of the Court over any such proceeding. The Partles brovocably and expressly waive ony objection that they might now or hereafter have to the laying of yenue for such proceeding in the Circuit Court of Harrison County West Virginia and any claim that any such proceeding in the Circuit Court of Harrison County West Virginia has been brought in an inconvenient forum.

Mediation: Prior to litigation or juridical proceeding, the Parties must first subject the dispute to mediation as a condition precedent. Mediation shall be administered by a mediator to be agreed upon by the parties

MISCELLANEOUS XI.

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D.

Prompt Notification of any and all Complaints: The Contractor and Claims Administrator both mutually agree that each shall both promptly notify in writing the other of any and all complaints and/or issues which relate to or arise from this Agreement contemplated herein and the Contractor and Claims Administrator shall work in tandem to resolve any and all claims and/or

complaints which may arise.

Correlation of Documents: The Agreement documents are complementary and what is called for by any one of the documents described herein and attached hereto are binding as if called by all. There are certain operations, labor, equipment, materials and things reasonably inferable from the Agreement as being necessary to produce the intended results; even though no mantion thereof is made in said Agreement, such confesion shall not relieve the Contractor from its obligation to provide all such soporations, whom, equipment, materials and things reasonably required. Parts of the Road Repair Services described in words which when applied, have a well-known technical or trade meaning shall be furnished or performed in accordance with the recognized standards applicable to such meaning:

Rocce Malente: Motwithstanding sulthing becam or otherwise which may sprear to be to the contrary, neither party shall be responsible for delays or failures hy performance under this Agreement resulting from any force majeure or acts beyond the reasonable control of the party. Such acts shall include, without limitation, acts of God, strikes, blackouts, riots, acts of war, epidemics, governmental regulations, fire, communication line milure, power failures, mechanical failures, storms or other disasters. Notwithstanding any other provision, the Contractor shall be entitled to an equitable adjustment to this Agreement for

delays due to weather.

Notice: Any notice or demand desired or required to be given hereubder shall be in writing and deemed given when personally hand delivered or, if sent via overnight mall upon receipt, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

a. If to the Claims Administrator, to: The Perrine DuPont Property Remediation Road Repair Program Spelter Volunteer Fire Department Office 55 B Street PO BOX 257 Spelter, West Virginia 26438 Attention: Edgar C. Gentle, III, Esq. Claims Administrator With an email copy to escrowagen@aol.com

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b.	It to	the Contractor,	to

or to such other address or person as hereafter shall be designated in writing by the applicable party.

Entire Agreement: This Agreement and all exhibits and schedules hereto constitute the entire agreement between the Parties horato partaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the Parties hereto in connection with the subject matters hereof, All exhibits and schedules are incorporated into this Agreement as if set forth in their entirety and constitute a part hereof. Any exceptions or reservations set forth by the Contractor in any responses to the REP shall not be part and parcel of this Agreement, excepting those that are explicitly acknowledged herein.

Modifications in Writing: No failure or delay on the part of any party in exercising my right, power or remedy becounder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement nor consent to any departure therefrom, shall be affective unless the same shall be in writing and signed by or on behalf of the party subject to the enforcement thereof. Any amendment, modification or supplement of or to any provision of the Agreement, any walver of any provision of this Agreement, and any consent to any departure from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for

the specific purpose for which made or given. Conflicting Terms: In the event that any term shall conflict with siny of the long contained in any of the documents which are part, and parcel of this Agreement, including but not limited to, Claims Administrator's RIP, the Contractor's Response to RPP, and/or any other Exhibits attached hereto,

and/or any other documents identified in this Agreement, this Agreement shall control.

In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agraement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and shall be enforced to that extent.

Nothing contained in this Agreement and no action taken by the Relationship: Parties pursuant hereto shall be desined to constitute the Parties as a partnership, an association; a joint venture or other entity. It is expressly agreed that neither Party for any purpose shall be deemed to be an agent,

ostensible or apparent agent, employee, or servant of the other Party.

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Hendings and Captions: The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a parthereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or

describe the scope or extent of this Agreement or any of its forms or conditions.

This Agreement shall be binding Binding Effect on Successors and Assigns: K. upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. In the event of assignment, all of the terms, covenants and conditions of this Agreement shall romain in full force and effect and the party making the assignment shall remain liable and responsible for the due performance of all of the terms, coverants and conditions of this Agreement that it is obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (and their respective here, successors, legal representatives and permitted assigns) any rights, romedies, habilities or obligations under or by reason of this Agreement. However, neither the Chims Administrator, nor the Contractor may assign the rights and obligations provided hereunder without the prior written express permission of the other party, which shall not be unreasonably denied. This Agreement may be executed in any number of counterparts. each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart

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STATE OF WEST VIRGINIA COUNTY OF HARRISON, TO-WIT

I, Donald L, Kopp, II, Glerk of the Fifteenth Judicial Circuit and the 18th Family Court Gircuit of Harrison County, West Virginia, hereby certify the foregoing to be a true copy of the ORDER entered in the above styled action on the

12 May St Filming 520/16

IN TESTIMONYWHEREOR, I hereunto set my hand and affix the Seal of the Court of the Seal of

Fifteenth Judicial Circuit & 18th. Family Court Greyit Clerk, Harrison County, West Virginia

ATTACHMENT B: Proposed Road Repair Program Agreement

INDEX

Preamble	· 	•
Definitions Period of Performance 2 Compensation and Terms of Payment 2 Obligations of The Contractor 2 Good Faith 2 Road Repair Services 3 Incorporation of RFP 3 Project Planning 3 Site Preparation and Mobilization 3 Reporting Requirements 5 Insurance and Bond Requirements 5 Sub-Contracts 6 Obligations of the Claims Administrator 6 Property Rights and Confidentiality 6 Mandatory Terms 7 Indemnification 7 Termination 8 Choice of Law 6	Preamble	٠l
Period of Performance Compensation and Terms of Payment Obligations of The Contractor Good Faith Road Repair Services Incorporation of RFP Project Planning Site Preparation and Mobilization Reporting Requirements Insurance and Bond Requirements Sub-Contracts Obligations of the Claims Administrator Property Rights and Confidentiality Mandatory Terms Termination Choice of Law Choice of Law 2 2 2 3 3 3 3 4 5 5 6 6 7 7 1 1 1 1 1 1 1 1 1 1 1	Definitions	Ţ
Obligations of The Contractor Good Faith	Period of Performance	
Obligations of The Contractor Good Faith	Compensation and Terms of Payment	. 2
Good Faith	Obligations of The Contractor	.2
Road Repair Services Incorporation of RFP 3 Project Planning 3 Site Preparation and Mobilization 3 Reporting Requirements 5 Insurance and Bond Requirements 5 Sub-Contracts 6 Obligations of the Claims Administrator 7 Property Rights and Confidentiality 6 Mandatory Terms 7 Indemnification 7 Termination 8 Choice of Law	Good Raith	ے
Incorporation of RFP	Road Repair Services was to make a manage was the contract of	3
Project Planning	Incorporation of REP	,
Reporting Requirements 5 Insurance and Bond Requirements 5 Sub-Contracts 6 Obligations of the Claims Administrator 6 Property Rights and Confidentiality 6 Mandatory Terms 7 Indemnification 7 Termination 8	Project Planning	3
Reporting Requirements 5 Insurance and Bond Requirements 5 Sub-Contracts 6 Obligations of the Claims Administrator 6 Property Rights and Confidentiality 6 Mandatory Terms 7 Indemnification 7 Termination 8	Site Preparation and Mobilization	3
Sub-Contracts Obligations of the Claims Administrator Property Rights and Confidentiality Mandatory Terms 7 Indemnification 7 Termination 8 Choice of Law	Reporting Requirements	. 5
Sub-Contracts Obligations of the Claims Administrator Property Rights and Confidentiality Mandatory Terms 7 Indemnification 7 Termination 8 Choice of Law	Insurance and Bond Requirements	. 5
Obligations of the Claims Administrator 6 Property Rights and Confidentiality 7 Mandatory Terms 7 Indemnification 7 Termination 8	Cub Contracts	.6
Mandatory Terms	Obligations of the Claims Administrator	, 6
Mandatory Terms	Property Rights and Confidentiality	. 6
Indemnification	Mandatory Terms	. 7
Termination	Indemnification	7
Choice of Law	Termination	. 8
Miscellaneous:	Choice of Jaw	, 8
	Miscellaneous.	. 9

INDEX OF EXHIBITS

EXHIBIT	DOCUMENT
A	February 12, 2016 Order
В	Request for Proposals (RFP)
C	March 16, 2016 Response to RFP by Contractor, J.F. Allen Company
D	RFP Q/A's

ROAD REPAIR PROGRAM AGREEMENT

The principal place of business of the Sponsor, as administered by the Claims Administrator, is 55 B. Street, P.O. Box 257, Spelter, West Virginia, 26438.

WHEREAS, by Order dated February 12, 2016, the Court approved the Road Re-paving/Repair portion of the Settlement Road Repair and Improvement Program in the Perrine DuPont Settlement Road Repair and Improvement Plan. Said Order is attached hereto as Exhibit A.

WHEREAS, on February 24, 2016, the Claims Administrator issued the Request for Proposals (the "RFP") for the Road Re-paving/Repair portion of the Settlement Road Repair and Improvement Program in the Perrine DuPont Settlement, attached hereto as Exhibit B.

WHEREAS, on or about March 16, 2016, a response to said RFP was submitted to the Sponsor by the Contractor, including Appendix A to RFP, "Acceptance of Mandatory Terms", attached hereto as Exhibit C.

WHEREAS, the Claims Administrator recommends to the Court that the Contractor be awarded the contract to provide the Road Repair Services described in this Agreement;

WHEREAS, by entering into this Agreement, the Contractor agrees to provide Road Repair Services, including, the repair, resurfacing and paving of the Eligible Roads as listed in the RFP and incorporated herein by reference (See, Exhibit B).

WHEREAS, the Claims Administrator desires to work with the Contractor and the Contractor desires to work with the Claims Administrator to implement the Road Repair Program; and

WHEREAS, the Claims Administrator and the Contractor (collectively, the "Parties") have agreed that the Contractor shall exclusively provide the Road Repair Services for the Claims Administrator for the roads described in the Order submitted to the Court on April 8, 2016, for the duration of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and substantial consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

All words and phrases defined below shall have the following meaning:

A. "RFP" collectively means the Claims Administrator's February 24, 2016 Request for Proposals with respect to the Road Repair Services defined below (See, Section I.B. below), a copy of which is attached hereto as Exhibit B and is incorporated by reference;

B. "Road Repair Services" includes the Contractor's agreement to (i) perform the "Scope of Work" for the designated "Road Repair List" as described in the RFP and incorporated herein by reference (See, Exhibit B); and (ii) an implementation plan to be prepared for the Claims Administrator's review and approval during a reasonable editing cycle that identifies the full scope of work required of the Contractor and the Claims Administrator, and the protocols that the Contractor shall perform and rely upon in carrying out the Road Repair Services, as described in Section IV.B. below.

II. PERIOD OF PERFORMANCE

This Agreement shall become effective following Court approval, and shall continue in full force through December 31, 2016, or until such time as all conditions and obligations are met and satisfied herein, which the Claims Administrator estimates is sufficient time to complete all Road Repair Services in accordance with the terms of this Agreement.

III. COMPENSATION AND TERMS OF PAYMENT

A. The Contractor agrees to provide the Road Repair Services as described herein at a cost agreed to by the Claims Administrator, with total compensation not to exceed \$243,348.70 (the "capped amount"). Within seven (7) days following Court approval of this Agreement, the Contractor shall receive an amount equal to 5% of the capped amount, or \$12,167.44 (the "5% down payment").

Payment Terms for Road Repair Services. Contractor will submit invoices on a month-to-month

basis, to be paid by Sponsor within thirty (30) days of receipt.

a. Late Payments. If Sponsor does not pay the invoice within 30 days, there shall be a 1.5% per

month late fee for past due amounts, 18% annum.

Disposition of 5% Down Payment. The 5% down payment shall be utilized in ratably reducing the payments to the Contractor. If the down payment is fully utilized, then future payments to the Contractor shall no longer be reduced by the 5% down payment. But, if the 5% down payment is not so utilized in full, then, following completion of the Road Repair Services, the remaining portion of the 5% down payment shall be refunded by the Contractor to the Claims Administrator.

B. The Contractor shall be responsible for the payment of all excise, sales, or use taxes and all taxes required by law on all labor, materials, tools, apparatus, equipment, fixtures, and incidentals which purchases or uses for the purpose of conducting, facilitating and/or supervising the Road Repair Services contemplated herein. The Contractor represents that all amounts required for such taxes are included and are part and parcel of the compensation as set out in the Price Proposal submitted by the Contractor.

C. The Contractor will take the risk of diesel fuel cost fluctuations up to a ceiling of \$3.00 per gallon per http://www.eia.gov/petroleinn/gasdiesel/ (the "fuel cap"). Upon the Contractor providing reasonable proof that it purchased diesel fuel for the project and only used it for the project at a price above the fuel cap at a time that the fuel cap was exceeded per http://www.eia.gov/petroleum/gasdiesel/, the Settlement shall, reimburse the Contractor, dollar for dollar for the amount above the fuel cap so paid by the Contractor, for diesel fuel.

IV. OBLIGATIONS OF: THE CONTRACTOR

A. Good Faith: The Contractor commits to act in good faith in working with the Claims Administrator to complete all of the tasks and obligations identified herein, and to perform all actions required to effectuate the items identified herein in a reasonable and responsible manner consistent with industry practices. The Contractor represents and warrants that all services performed in accordance with this Agreement shall be performed in accordance with all applicable federal, state and local rules and regulations. The Contractor further warrants that it has or will have examined and familiarized itself with the services and the laws, rules and regulations relating to this Agreement and

that all employees and any subcontractors authorized hereunder shall possess such expertise and skill and such training and certifications as may be necessary to perform the tasks and responsibilities to which they are assigned.

- B. Road Repair Services: The Contractor shall provide Road Repair Services for the Eligible Roads listed in the RFP, as follows:
 - a. Incorporation of the REE. The Parties hereby agree that the RPF in Exhibit B is incorporated herein and, together with this Agreement, define the scope of the work for the Road Repair Services. Nonetheless, if any terms set forth in Exhibit B conflicts with any term contained in this Agreement, the Agreement shall govern.
 - b. Exclusion of Response Assumptions, Exceptions, and Caveats: Claims Administrator and the Contractor specifically exclude any exclusions, limitations, assumptions, or other statements of reservation that are not in this Agreement. This Agreement, with its Exhibits, represents the complete, entire and sole agreement between the Parties, and any and all previous statements of "reservation" made by the Contractor are not a final part of this Agreement unless specifically stated and agreed to by the Claims Administrator herein.

c. Project Planning:

i. The Contractor shall prepare an Implementation Plan and provide to the Claims Administrator for review and approval that encompasses the full scope of work and identifies the protocols for the completion of the Road Repair Services.

ii. The Contractor shall carry out and perform any and all duties pursuant to and in compliance with all state and federal laws, including but not limited to any and all state and federal environmental

laws, along with any applicable healthy and safety regulations.

iii. <u>Remits:</u> The Contractor shall ensure that all required permits are secured prior to commencing Road Repair Services. The Contractor shall file permits or notify the appropriate permitting agencies, as necessary, in order to limit potential delays in the commencement of road repair activities. The Contractor shall also obtain any other local authorizations that may be necessary for the completion of work. The Contractor 's activities include, but are not limited to, obtaining all permits required by Harrison County, the State of West Virginia, the United States Government, and/or any municipality within the Class Area that require permits related to the work described herein.

iv. Access Agreements: The Contractor shall secure from the Claims Administrator copies of all available access agreements prior to commencing Road Repair Services, and shall ensure that copies of said agreements are uploaded and maintained onto an electronic data management system. All necessary and relevant access agreements have been procured by the Claims Administrator and shall be provided upon request to The Contractor by the Claims Administrator. Said data management system shall maintain the ongoing status of Road Repair Services activities at each location where an access agreement has been obtained with weekly updated reports submitted by the Contractor to the Claims Administrator for tracking the work. The Contractor shall also provide reports as requested by the Claims Administrator within forty-eight (48) hours of written request.

d. Site Preparation and Mobilization

i. <u>Pre-Road Repair Program Meeting:</u> The Contractor shall conduct a pre-Road Repair Program conference to introduce key personnel, define authorities and responsibilities, discuss details related to project implementation and a detailed schedule for the Road Repair Services, with a teleconference option for those participants electing to meet via telephone, including, but not limited to Claims

- Administrator representatives, the Finance Committee and the Claimant Advisory Committee.
- ii. Weekly Meetings: During the execution of the Road Repair Services, the Contractor will conduct weekly project meetings to inform the Claims Administrator of the progress of the work, any problems and/or corrective actions implemented, and updates on the construction schedule. A teleconference option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so requested, shall be provided.
- iii. <u>Daily Safety Meetings:</u> Safety meetings will be conducted by the Contractor daily as part of the Contractor's duty to fulfill its obligations under any and all federal and state as contemplated in Section IV(c)(ii) above.
- iv. Monthly Reports: During the execution of the Road Repair Services, the Contractor shall provide the Claims Administrator monthly written reports identifying, at a minimum, the progress of repairing the Eligible Roads, including, if any, significant damage caused to areas surrounding the road repair area, such as yards, structures, or personal property, caused by the Contractor or its subcontractors; and any complaints received from Claimants or other persons effected by the damage. The report shall be provided to the Claims Administrator office via hand or overnight delivery and electronic mail.
- v. Complaints: The Contractor shall notify the Claims Administrator immediately in writing, to the extent practicable, when it becomes aware of any Claimant's complaint related to the Road Repair Services, and the Contractor shall cooperate with the Claims Administrator in undertaking reasonable measures to resolve such complaints.
- vi. Problem Resolution Meetings: A special meeting shall be held when and if a problem or deficiency is present or likely to occur. At a minimum, the meeting shall be attended by the Claims Administrator, the Contractor team members, and any affected third party subcontractors and/or Claimants. The purpose of the meeting shall be to define and resolve the problem or work deficiency. The meeting shall be documented by the Contractor and minutes shall be prepared and distributed to all parties attending or participating. A teleconference option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so requested, shall be provided. The meeting shall occur promptly but no later than seventy-two (72) hours after written request of the Contractor or Claims Administrator. The request shall identify the condition or event to be discussed.
- vii. <u>Logistics:</u> The Contractor shall facilitate all logistical support, and any and all logistical planning necessary to effectuate an efficient start-up and continuation of Road Repair Services.
- viii. <u>Utility Identifications</u> Prior to initiating Road Repair Services activities, the Contractor shall locate and mark all underground utilities.
- ix. Access Road Construction: The Contractor shall construct access roadways, as necessary, utilizing crushed stone or other materials, to facilitate work activities. The Contractor shall establish suitable facilities for parking.
- x. <u>Personnel and Equipment Decontaminations</u> As required, the Contractor shall ensure decontamination of personnel and excavation equipment.
- Mobilization: Upon completion of logistical preparation activities, the Contractor shall mobilize personnel, equipment, materials, and other resources to the site to initiate road repair activities. Mobilization activities are anticipated to include, but are not limited to, the delivery, installation, hookup, and maintenance of temporary offices and construction facilities. Temporary offices and construction facilities are expected to include field offices, support facilities, utilities, dust and pollution control facilities, personnel protection and work areas, and creation and maintenance of access roads and parking areas, as required.
- xii. Site Security: The Contractor shall be responsible for access control and security at all staging areas and at the individual work areas. Security shall include at least one of the following: use of existing fencing, snow fencing, at a minimum caution tape, and signage warning of restricted areas and hazards to control access, protect equipment and support facilities, and prevent unauthorized entry

and exposure to Eligible Roads and to control access to other dangerous conditions.

xiii. Documentation: The Contractor shall be responsible for documenting all field activities during the Road Repair Program. Records of field activities shall be legible, identifiable, retrievable, and protected against damage, deterioration, and loss. The Contractor shall record all documentation in waterproof, non-erasable ink. If an error in any of these documents is made, shall make corrections by crossing a single line through the error and entering the correct information adjacent to it. The corrections shall then be initialed and dated. All data and documentation shall also be uploaded and maintained onto an electronic data management system. The data management system shall be in a format that is easily readable and exportable, and access to said data and documentation, and/or reports generated from said data and documentation, shall be provided to the Claims Administrator within five (5) days of written request.

C. Reporting Requirements:

- The reports to be submitted by the Contractor pursuant to the terms of this Agreement shall be provided to the Claims Administrator's office via hand or overnight delivery and electronic mail.
- b. The Contractor shall work with the Claims Administrator to determine which reports shall be necessary to fully perform the services contained herein.

D. Insurance and Bond Requirements:

- The Contractor shall maintain Workers' Compensation benefits within the State of West Virginia throughout all periods relevant to the execution of duties and obligations under this Agreement with waiver of subrogation in favor of the Perrine DuPont Settlement (which is the Perrine DuPont Property Remediation Qualified Settlement Fund, an IRC §468B Qualified Settlement Fund domiciled in West Virginia), E.I. DuPont De NeMours and Company ("DuPont"), and the law firm of Gentle, Turner, Sexton & Harbison, LLC.
- b. The Contractor shall maintain an Employer's Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per incident, with waiver of subrogation in favor of the Perrine DuPont Settlement, DuPont, and Gentle, Turner, Sexton & Harbison, LLC. The Contractor shall maintain a Commercial General Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence.
- c. The Contractor shall maintain Professional Liability insurance throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim with maintenance of coverage for two (2) years following the completion of the Project.
- d. The Contractor shall maintain an Excess Liability policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.
- e. The Contractor shall maintain an Environmental Impairment insurance policy or Pollution Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per claim.
- f. The Contractor shall maintain comprehensive or commercial automobile liability for bodily injury and property damage throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.
- g. The insurance required herein shall be primary to any other valid and collectible insurance.
- h. The Contractor must ensure that the Perrine DuPont Settlement, DuPont and the law firm of Gentle,

Turner, Sexton & Harbison, LLC, are listed as additional insureds on the above policies, as evidenced by

a Certificate of Insurance verifying coverage limits.

Bonds: The Contractor shall furnish bonds covering the faithful performance of this Agreement and the payment of all obligations arising in connection therewith, said bonds to be in such form Claims Administrator approves, and with sureties that Claims Administrator approves. Approval of the bond form shall not be unreasonably denied; reasons for denial shall be stated in writing. Each bond shall contain a provision to the effect that changes in the Road Repair Services and/or modifications to this Agreement shall in no way relieve the surety of its obligations. Bonding provided by the Contractor shall equal the total contract value of this Agreement. Bonds may be furnished for different phases of the work so long as the penal value of each bond is commensurate with the value of each phase.

E. Sub-Contracts:

a. The Contractor may sublet to Sub-contractors acceptable to the Claims Administrator any portions of the Road Repair Services. Claims Administrator reserves the right to review and approve or disapprove all subcontracts as to scope of the Road Repair Services to be performed or for any reasonable basis. If Claims Administrator rejects a proposed subcontractor, it must state all bases in writing and allow Contractor to respond and request a reconsideration with a reasonable period of time.

b. Such Claims Administrator's acceptance, review or approval, or the failure to accept, review, or approve a subcontractor shall not be construed as relieving the Contractor of any responsibilities under this

Agreement.

c. The Contractor shall have full directing authority over and responsibility for the performance of all Road Repair Services which the Contractor subcontracts and shall not be relieved of its responsibility for the proper performance of the services contemplated herein due to subcontracting.

d. The Contractor agrees to bind each and every Sub-contractor by the terms, conditions and provisions of this Agreement applicable to Road Repair Services, unless otherwise specifically agreed to in writing

by the Claims Administrator.

e. Nothing contained in this Agreement is intended to or shall the same create any contractual or privity relation between any Sub-contractor and the Claims Administrator or any obligation on the part of the Claims Administrator to pay or to see to the payment of any moneys due any Sub-contractor.

V. OBLIGATIONS OF THE CLAIMS ADMINISTRATOR

A. <u>Educiary Duties:</u> The Claims Administrator shall be responsible for the interpretation of Court Orders and Road Repair Program documents, and any communications to the Claimants, the Finance Committee, the Claimants Advisory Committee, and the Court.

B. Amendments to the Road Repair Program. The Claims Administrator shall provide written notification to the Contractor of any modifications or amendments to the Road Repair Program. Modifications to the Road Repair Program that have a cost impact upon the Contractor shall, result in written, reasonable pricing revisions effective as of the date of the modification or amendment.

C. Response Time: The Claims Administrator shall provide any written response required herein or otherwise reasonably required by the Contractor no later than five (5) working days after request. In instances where a response is needed faster in order to avoid delay, such response shall be provided sooner so as to avoid delay.

V. PROPERTY RIGHTS AND CONFIDENTIALITY

A. <u>Computer Equipment and Confidential Informations</u> All computer equipment owned by the Contractor, programs, drawings, diagrams, specifications, manuals, forms, procedures, data files

(but not the data therein belonging to the Claims Administrator), and all other information and materials of any nature existing before the commencement of the Road Repair Program and furnished, revealed or otherwise made available to the Claims Administrator by the Contractor, whether on the Contractor's premises or the Claims Administrator's premises (the "Confidential Information"), shall remain the sole and exclusive property of the Contractor. All other Information, records, and documentation generated in carrying out the Road Repair Services contemplated herein are hereby designated the "Claims Administrator's Information." The Claims Administrator's Information shall be and remain the sole and exclusive property of the Claims Administrator. The Contractor shall return the Claims Administrator's Information to the Claims Administrator within thirty (30) days from the date of termination of this Agreement, while being able to maintain a copy on a confidential basis and also to be used to enforce the Contractor's rights under this agreement.

- B. Storage and Inspection: All documents, books, and records furnished to the Contractor by the Claims Administrator provided in accordance with this Agreement shall remain the property of the Claims Administrator; and all documents, books, and records of the Contractor provided in accordance with this Agreement pertaining to any individual insurance, group insurance, or services, whether original records of the Contractor or furnished by the Claims Administrator, shall be open for inspection at the Contractor's West Virginia location, unless otherwise agreed, at all reasonable times. The Contractor may store any or all of such documents, books, and records in microfilm, magnetic tape, or other electronic medium.
- C. <u>Disposition upon Termination of this Agreement:</u> To the extent feasible, upon termination of this agreement, the Contractor shall return to the Claims Administrator all Claims Administrator Information received or created by the Contractor on behalf of the Road Repair Road Repair Program within ten (10) business days; however if it is not reasonably feasible, the protections of this Agreement shall continue to apply to such information after the termination of this Agreement.

VII. MANDATORY TERMS

The Mandatory Terms in Appendix A to the RFP and attached hereto in Exhibit B are a part of this Agreement, and are incorporated herein by reference.

VIII. INDEMNIFICATION

- A. <u>Indemnification of the Contractor</u>. Claims Administrator agrees to indemnify and hold harmless the Contractor or any of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against Claims Administrator and/or the Contractor as a result or arising out of Claims Administrator's performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Contractor's negligence, willful misconduct, or criminal misconduct.
- B. Indemnification of the Claims Administrator. The Contractor agrees to indemnify and hold harmless the Claims Administrator or any of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against the Contractor and/or the Claims Administrator as a result or arising out of the Contractor's performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Claims Administrator's negligence, willful misconduct, or criminal misconduct.

IX. TERMINATION

- A. Material Breach: If either party materially breaches this Agreement, the other party may terminate the Agreement provided that it notifies, in writing, the breaching party of the specific breach and allows the breaching party the opportunity to cure the breach within fifteen (15) days of the date of the notice. If reasonable and substantial steps to cure the breach have not been corrected in fifteen (15) days, the Agreement may be terminated upon five (5) days further written notice. If a notice and opportunity to cure is generated by the Contractor for non-payment and not cured by Claims Administrator, the Contractor may, at its sole discretion, suspend performance upon expiration of the fifteen (15) days the Contractor shall be entitled to an equitable adjustment to this Agreement.
- B. Termination for Insolvency: If either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all, or a substantial part, of its assets; files a voluntary petition in bankruptcy; admits in writing to its inability to pay its debts as they become due; makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or, as a debtor, invokes or takes advantage of any insolvency law; or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such party bankrupt or insolvent or approving a petition seeking reorganization of such party of all, or a substantial part, of its assets, and such order, judgment, or decree continues unstayed for thirty (30) days, then the other party may, by written notice, terminate this Agreement effective on any future date specified in such notice.
- C. Termination for Convenience: The Claims Administrator reserves the right to terminate this Agreement and all rights and obligations hereunder without cause, or for convenience, at its sole discretion, at any time after five (5) days written notice. In the event Claims Administrator terminates this Agreement without cause then Claims Administrator shall reimburse the Contractor for any reasonable out-of-pocket costs and expenses incurred for the actual preparation and/or performance of Work and for reasonable lost profit and overhead.
- D. Effect of Termination: In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.
- E. Continuation of Services: Except for termination due to Claims Administrator's breach, the Contractor agrees that upon completion of the work, at Claims Administrator's request for continuation of services, it shall continue to provide services hereunder, provided Claims Administrator complies with all the terms and provisions of this Agreement in effect prior to the termination. The fees for such continuation period shall be equitably adjusted.
- F. <u>Information Transfer:</u> In the event of termination of this Agreement, the Contractor agrees to provide Claims Administrator all Information in the Contractor's possession pertaining to all services, records, and efforts related to this Agreement, consistent with reasonable industry norms, are within five (5) business days. The Contractor may provide the data by electronic or wire communication or a media type such as disk, tape, or CD.

X. CHOICE OF LAW AND RESOLUTION OF ALL DISPUTES

- A. <u>Choice of Law:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.
- B. Resolution of All Disputes: In accordance with the Mandatory Terms in Appendix A to the RFP and attached hereto as Exhibit D, the Circuit Court in Harrison County, West Virginia, retains continuous and exclusive jurisdiction and supervision over the Property Remediation Plan and over this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Circuit Court of Harrison County West Virginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison County West Virginia. The Parties irrevocably and expressly submit to the jurisdiction of the Court

over any such proceeding. The Parties irrevocably and expressly waive any objection that they might now or hereafter have to the laying of venue for such proceeding in the Circuit Court of Harrison County West Virginia and any claim that any such proceeding in the Circuit Court of Harrison County West Virginia has been brought in an inconvenient forum.

C. Mediation: Prior to litigation or juridical proceeding, the Parties must first subject the dispute to mediation as a condition precedent. Mediation shall be administered by a mediator to be agreed upon by the parties.

XI. MISCELLANEOUS

A. Prompt Notification of any and all Complaints: The Contractor and Claims Administrator both mutually agree that each shall both promptly notify in writing the other of any and all complaints and/or issues which relate to or arise from this Agreement contemplated herein, and the Contractor and Claims Administrator shall work in tandem to resolve any and all claims and/or complaints which may arise.

B. Correlation of Documents: The Agreement documents are complementary and what is called for by any one of the documents described herein and attached hereto are binding as if called by all. There are certain operations, labor, equipment, materials and things reasonably inferable from the Agreement as being necessary to produce the intended results; even though no mention thereof is made in said Agreement, such omission shall not relieve the Contractor from its obligation to provide all such operations, labor, equipment, materials and things reasonably required. Parts of the Road Repair Services described in words which, when applied, have a well-known technical or trade meaning shall be furnished or performed in accordance with the recognized standards applicable to such meaning.

C. Force Majeurer Notwithstanding anything herein or otherwise which may appear to be to the contrary, neither party shall be responsible for delays or failures in performance under this Agreement resulting from any force majeure or acts beyond the reasonable control of the party. Such acts shall include, without limitation, acts of God, strikes, blackouts, riots, acts of war, epidemics, governmental regulations, fire, communication line failure, power failures, mechanical failures, storms or other disasters. Notwithstanding any other provision, the Contractor shall be entitled to an equitable adjustment to this Agreement for delays due to weather.

D. <u>Notice</u>: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally <u>hand delivered</u> or, if sent via overnight mail upon receipt, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

a. If to the Claims Administrator, to:
The Perrine DuPont Property Remediation Road Repair Program
Spelter Volunteer Fire Department Office
55 B Street
PO BOX 257
Spelter, West Virginia 26438
Attention: Edgar C. Gentle, III, Esq.

Claims Administrator
With an email copy to escrowagen@aol.com

b. If to the Contractor, to:

J.F. Allen Company
US Route 33 W.
Red Rock Road
PO BOX 2049
Buckhannon, West Virginia 26201
Attention: Ed Phares

With an email copy to <u>ephares@ifallenco.com</u> or to such other address or person as hereafter shall be designated in writing by the applicable party.

E. Entire Agreement: This Agreement and all exhibits and schedules hereto constitute the entire agreement between the Parties hereto pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the Parties hereto in connection with the subject matters hereof. All exhibits and schedules are incorporated into this Agreement as if set forth in their entirety and constitute a part hereof. Any exceptions or reservations set forth by the Contractor in any responses to the RFP shall not be part and parcel of this Agreement, excepting those that are explicitly acknowledged herein.

F. Medifications in Writing: No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party subject to the enforcement thereof. Any amendment, modification or supplement of or to any provision of the Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

G. Conflicting Terms: In the event that any term shall conflict with any of the terms contained in any of the documents which are part and parcel of this Agreement, including but not limited to, Claims Administrator's RFP, the Contractor's Response to RFP, and/or any other Exhibits attached hereto,

and/or any other documents identified in this Agreement, this Agreement shall control.

H. Severability: In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and shall be enforced to that extent.

Relationship: Nothing contained in this Agreement and no action taken by the Parties pursuant hereto shall be deemed to constitute the Parties as a partnership, an association, a joint venture or other entity. It is expressly agreed that neither Party for any purpose shall be deemed to be an agent,

ostensible or apparent agent, employee, or servant of the other Party.

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J. Headings and Captions: The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or

describe the scope or extent of this Agreement or any of its terms or conditions.

Agreement shall be binding Binding Effect on Successors and Assigns: This K. upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. In the event of assignment, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect and the party making the assignment shall remain liable and responsible for the due performance of all of the terms, covenants and conditions of this Agreement that it is obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement. However, neither the Claims Administrator, nor the Contractor may assign the rights and obligations provided hereunder without the prior written express permission of the other party, which shall not be unreasonably denied. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

Agreement or render any portion illegal or unenforceable, then the Parties agree to negotiate modifications to the terms of this Agreement in good faith. If the Parties cannot agree to modify terms that comply with the changes in laws, then either party may terminate this Agreement upon thirty (30) days prior written

Advertising, Promotion, and Trade Name: The Contractor may not list Claims Administrator M. as one of the Contractor's clients in proposals and responses to proposals for the development of new business, without Claims Administrator's prior written permission. Claims Administrator may use the Contractor's name, in any form other than its logo, in marketing materials, in a form acceptable to the Contractor Claims Administrator may not use the Contractor's name or logo, or any form thereof, in such a way as to convey that the Contractor is an administrator and/or fiduciary with regards to Claimants, or the Road Repair Program.

Exclusivity: Claims Administrator agrees that, during the term of this Agreement, it shall N not utilize the services of another entity to provide the services the Contractor has agreed to perform

under this Agreement.

Third Party Beneficiaries: The Contractor and Claims Administrator specifically state, acknowledge, 0. and agree that it is their intent that no other party, person or entity, including, but not limited to, Claimants, shall be third-party beneficiaries to this Agreement.

The Bidder O/A's in Exhibit D. Ρ.

The Exhibits to the Agreement are as follows: Q.

Exhibit A: February 12, 2016 Order

Exhibit B: Request for Proposals (RFP)

Exhibit C: March 16, 2016 Response to RFP by Contractor, J.F. Allen Company

Exhibit D: RFP Q/A's

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

The undersigned certifies that he has legal authority to bind <u>J.F. ALLEN COMPANY</u>.

Ву:			
Ed Phares		₹ 	•
Title:	•		
Date:			
WITNESS:			
<u> </u>			
The undersigned certifies that he has legal aby the Court in the DuPont Case.	authority to bind Claims Adm	inistrator upon appr	oval of this Agreement
The Perrine DuPont Settlement			
By:			
El C Codo III	•		
Edgar C. Gentle, III		* •	
Title: Claims Administrator			
Date:		•	
WITNESS:			

EXHIBIT A TO AGREEMENT: FEBRUARY 12, 2016 ORDER



IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

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Plaintiffs,

Case No. 04-C-296-2 Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS & COMPANY, et al.,

.Defendants:

FINAL ORDER APPROVING (1) THE DESCRIPTION AND MAPS OF THE ROADS SUBJECT TO THE ROAD RE-PAVING/REPAIR PORTION OF THE SETTLEMENT ROAD SUBJECT TO THE ROAD RE-PAVING/REPAIR POWERFAIR BIDDER LIST; IMPROVEMENT PROGRAM: (11) THE ROAD RE-PAVING/REPAIR REQUEST FOR PROPOSALS; (111) THE ROAD RE-PAVING/REPAIR AGREEMENT AND GOVE THE ROAD RE-PAVING/REPAIR AGREEMENT.

Presently before the Court is the Claims Administrator's February 11, 2016 Report (the "Claims Administrator's Report"), submitted for review and consideration in connection with the Settlement Property Remediation (Clean-Up) Program approved by the Court's June 27, 2011 Order, regarding the implementation of a portion of the Court's April 15, 2014 Order approved Settlement Road Repair and Improvement Program ("Road Repair Program"). The Road Repair Program has three parts: (i) road re-paving/repairs; (ii) alleys; and (iii) drainage. The portion of the Road Repair Program subject to this Order is the first step of the program, road re-paving repairs. The roads subject to the road re-paving portion of the program are illustrated in the Maps in Exhibit A, and are listed below:

L Spelter Roads

- 1) 1" Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) · 3rd Street CR 119/10

- 4) 4th Street CR 119/9
- 5) 5th Street CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

II. Eric Roads

- 10) Maple Ave CR 19/32
- 11) Rose Street/Poplar Street CR 19/34

To begin this portion of the program, the Claims Administrator's Report requests that the Court consider: (i) finalizing of the roads to be so re-paved/repaired, as described above and depicted in Exhibit A; (ii) approving the Bidder List of qualified bidders for this portion of the program in Exhibit B; (iii) approving the Request for Proposals form to be used to obtain the lowest qualified bid in Exhibit C; and (iv) approving the form of Agreement with the successful bidder in Exhibit D.

After a careful review of the Claims Administrator's Report, along with the list of maps of the roads to be re-paved/repaired, the Bidder List, the Request for Proposals and the Agreement, and in consideration of the applicable law, the Court ORDERS AND APPROVES: (i) the map and description of the roads subject to the road re-paving/repair portion of the Road Improvement Program depicted in Exhibit A; (ii) the Bidder List of qualified bidders for the work contained in Exhibit B; (iii) the Request for Proposals form to be used in obtaining the lowest qualified bidder in Exhibit C; and (iv) the form of the Agreement with the successful bidder in Exhibit D, with the resulting Agreement with the lowest qualified bidder to be substantially in the form of Exhibit D, but subject to negotiations.

IT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

James S. Amold, Esq.
Thomas Combs & Spann, PLLC
P. O. Box 3824
Charleston, WV 25338
DuPont's Finance Committee Representative

Meredith H. McCarthy, Esq. Guardian Ad Litem for Children 901 W. Main St. Bridgeport, WV 26330

Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacolà, FL 32591
Plaintiffs' Finance Committee Representative

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P. O. Box 257 Spelter, WV 26438

Order Propared by

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison

P. O. Box 257

Spelter, W/V 26438

Michael A. Jacks, Esq. // Jacks Legal Group, P.L.L.C. W. Va. Bar No 11044

United Federal Credit Union Building

3467 University Ave, Suite 200

Morgantown, WV 26505

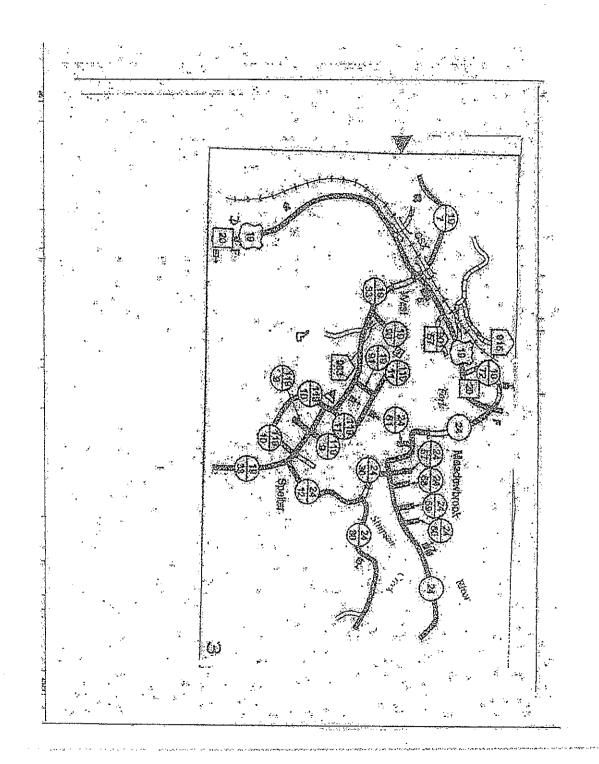
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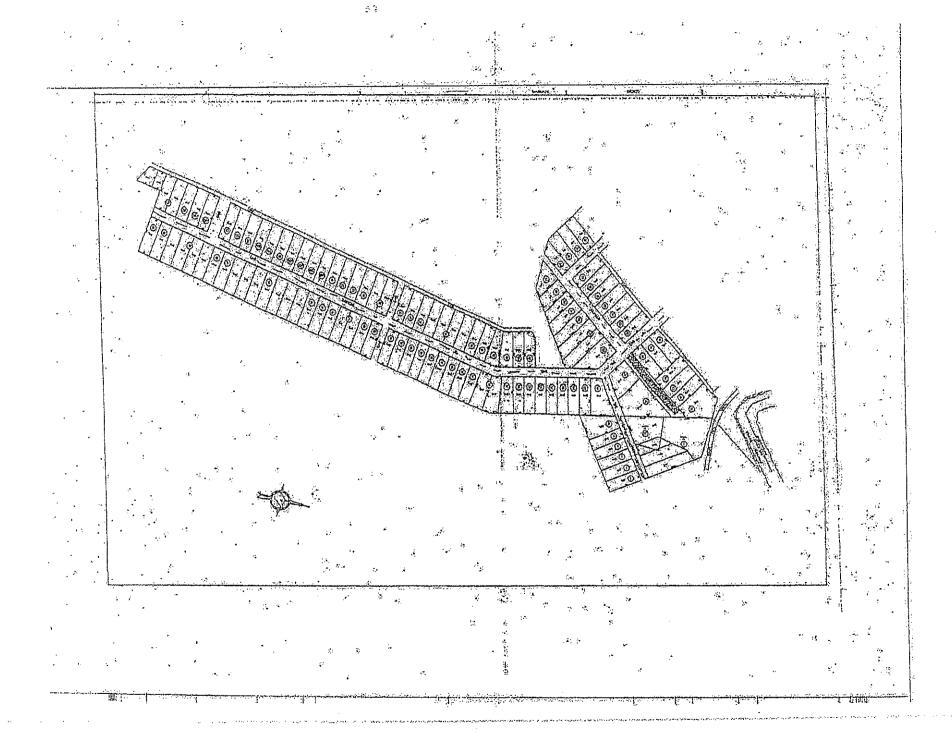
Thomas A. Bedell, Circuit Judge

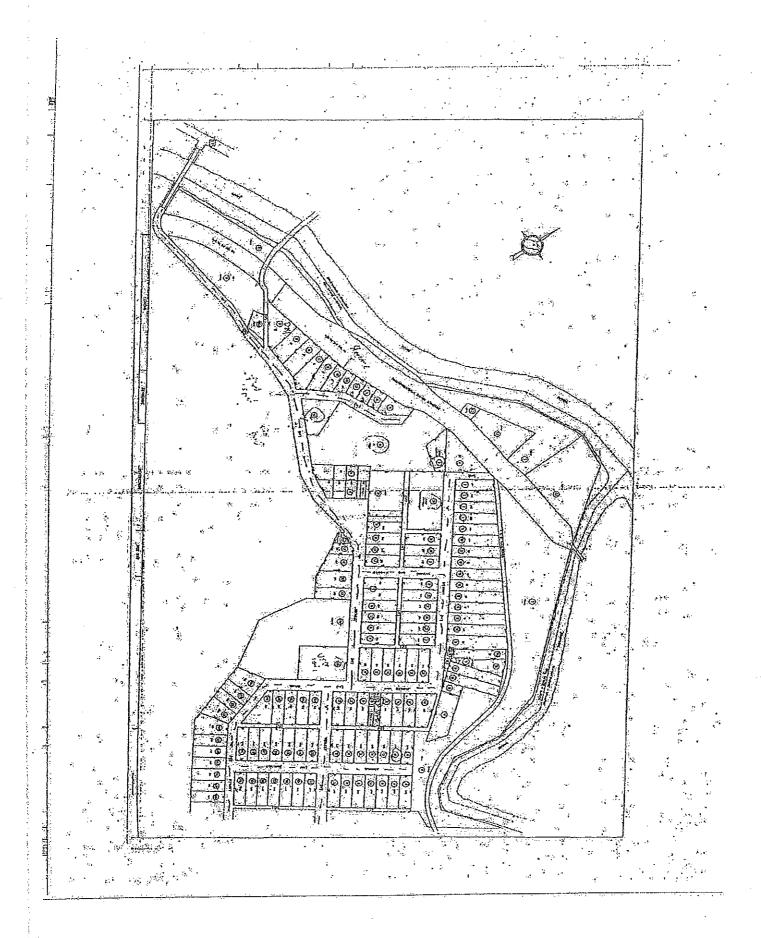
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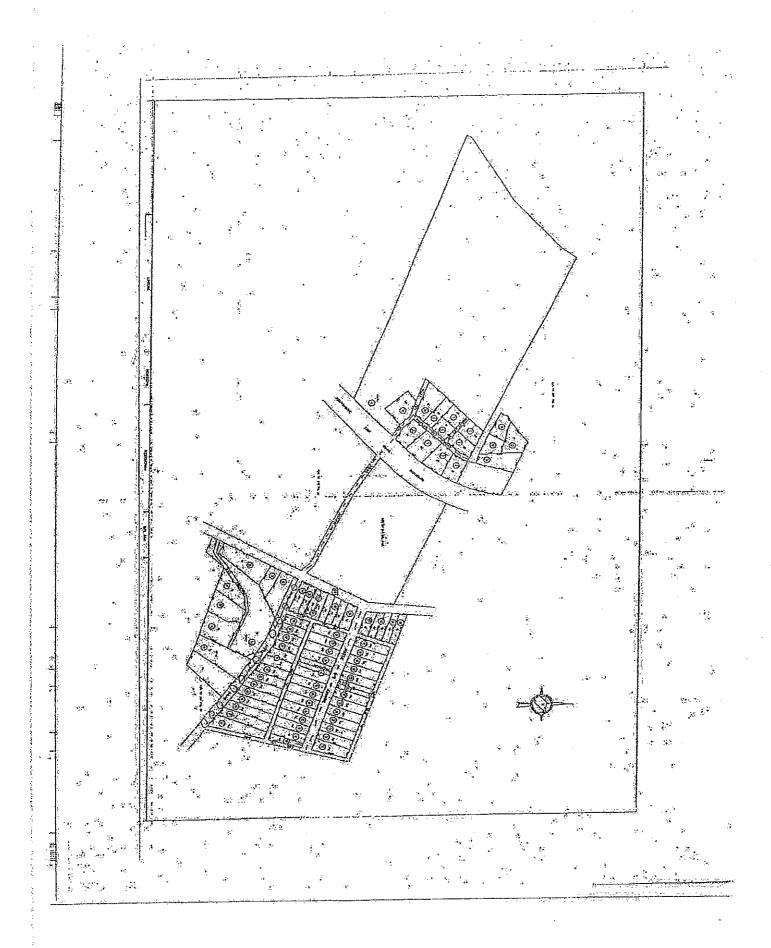
MAPS OF ROADS SUBJECT TO THE ROAD REPAYING REPAIR FORTION OF THE SECTE EMEN ROAD REPAIR AND EMPROYEMENT PROGRAM



D bing maps Notes Ene. WV - Roads to be repaired/resurraced







HXHIBIT B TO ORDER:

ROAD RE-PAVING/REPAIR PORTION OF THE SETTLEMENT ROAD REPAIR AND IMPROVEMENT PROGRAM BIDDER LIST

Road Repair Program Bidder List

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. Company Name	Contact Name	Email Address.	Phone Number	: Street Address 1	. · City '	State ZI	р
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North Central Paving, Inc	Patty Johnson	ncpavingw@aol.com.,			Bridgeport	WV 263	330
J F Allen Company	Chris Dean	cdean@ifallenco.com -	(304) 472-8890		Buckhannon	WV 1262	201
Dodd Paving	<i>3.</i>		(304) 522-1083	1 Dodd Ln 🤲 🔭	Bridgeport :	WV 263	330
West Virginia Department of Highways	Larry Weaver	Harry b weaver@wv.gov	(304)-842-1500		fi j		T . 45"
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BOYD BE SYAING REPAIR AND IMPROVENENT
SETTITEMENT ROAD REPAIR AND IMPROVENENT

EXHIBIL C LO OBDEE:

Project Title: 1.

The Persine DuPont Settlement Road Repair Program

Contact Person; 2.

Edgar C. Gentle, III, Esq. Special Master and Claims Administrator Perrine DuPont Settlement Remediation Administration ATIN: Edgar C. Gentle, Claims Administrator C/O Spetter Volunteer Fire Department Office .55 B Street P. O. BOX 257 Spelter, West Virginia 26438 (304) 622-7443. (800) 345-0837

Wobsite: www.perrinedupont.com perfinedupont@gtandslaw.com

Format:

One (1) paper copy and one electronic disc or USB flash drive.

Proposed Budget:

Budget will be negotiated upon selection.

Repair Repair 6. Area:

The roads to be repaired, resurfaced and payed are shown in the Maps in Attachment I (the "Road Repair List"), and are listed as follows:

Spelter Roads:

1) 1" Street - County Road ("CR") 19/90 2) 2" Street - CR 19/91 CR 119/10 3) 3rd Street -CR 119/9

4) 4th Street -CR 119/10 5) 5th Street -

6) 6th Street -CR 24/12 CR 119/11

8) B Street - CR 19/33 (From Spelterside of bridge to the top of hill)
9) C Street, - CR 119/10

Erie Roads:

10) Maple Ave - CR 19/32

11) Rose Street/Poplar Street - CR 19/34

Issuance Date:

February 22, 2016

Bidder Questions Conference Call:

March 7, 2016

Issued: February 22, 2016

Bid Submission Deadline: March 14, 2016 - delivered no later than 5:00 PM CST. Bidder Interview Date: March 22, 2016

March 29, 2016 April 11, 2016 Award(s) Date:

Project Start Date: 12.

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Introduction

The Perrine DuPont Settlement (the "Settlement"), involves, in part, the remediation (clean-up) of property in and around Speller, West Virginia, because of heavy metals contamination. To implement the clean-up process, the use of heavy trucks and other equipment was required, which subsequently may have caused damage to the roads named in the "Road Repair List" provided above and shown in the Maps in Attachment I (the "Eligible Roads").

Under the Settlement, the Honorable Thomas A. Bedell, Circuit Judge of Harrison County, West Virginia, by Order daled _____in Attachment 2, has approved the Road Repair Program to repair, resurface and pave the Highlile Roads.

In an effort to improve read conditions, the Eligible Roads need to resurfaced and paved, as more fully described below in the Scope of Work (See, Section I, Part C).

the Request for Proposits (RFF

All bids shall: .

- Include a Price Proposal for the repair, resurface, and paving of the Highle Roads, and milling of joints (as needed to tie new asphalt into existing pavement) for the Scope of Work, as defined in Part C below.
- Respond directly showing your ability to conduct the Scope of Work, within a timeframe acceptable to the Claims Administrator.
- Be delivered to Edger C. Gentle, III, Esq., Claims Administrator, the Perrine DuPont Scittlement Remediation Administration, 55 B Street, P. O. BOX 257, Spelter, West 3. Virginia 26438. All documents should be delivered no lafer than Warch 14, 2016 @ 5:00 PM CST.

Scope of Work

The Scope of Work for the proposal encompasses road repair, resurfacing and paving of the Eligible Roads.

Eligible Ronds are to be overlaid with two (2) inches of TYPE-1 Wear Surface. Prior to requifacing the overlay, all existing pot holes and other defects are to be filled and repaired. Once all existing potholes are filled and other defects repaired, the Eligible Roads are to be resurfaced and payed with two (2) inches of TYPE-1 Wear Surface. The new surface on the Eligible Roads will then be graded and blended with all connecting right-of-ways, including roads; streets, alleys, driveways, and the like.

Issued: February 22, 2016

n: PRICE PROPOSAL

A Price Proposal must be submitted and accompany the bid. The name of the bidding firm and the date of submission shall be clearly marked at the upper right hand corner of the bid.

III. . ADDITIONAL NECESSARY ITEMS

- 1. Please provide a list of all current applicable insurance policies.
- Please state whether you are certified/ligensed by the West Virginia Department of Transportation ("WVDOT"), Division of Highways ("DOH") (Collectively, referred to as the "WVDOH") as an approved subcontractor/vendor.
- Please provide your experience in complying with the Americans with Disabilities Act
 ("ATA"), and please state how the job will comply with ADA.
- 4. Identify any exceptions or special conditions applicable to the proposed scope of work
- 5. List the last three road repair and resurfacing/paving jobs you performed, and the contact person details.
- 6. Only hidders who provide their own traffic control and flag personnel will be considered. Also, hidders must be able to provide due notice, sitch as adequate signage and notification to proper application; including the WVDOH, before any and all road closures and throughout the entire road repair and improvement program.
- 7. Conjpletion of Appendix A Mandatory Terms, is mandatory.
- 8. Bidders must be in compliance with all applicable state and federal laws governing the project, including, but not limited to, any state and federal environmental laws, and equal protection laws, such as the Americans with Disabilities Act ("ADA").
- The project is to be commenced no later than May 2016 and completed no later than November 2016.

IV. BIDDER REVIEW PROCESS

Based upon bidder presentations during the interview process and review of the RFP submissions, the Claims Administrator will determine one or more preferred candidate(s). The preferred candidate(s) will be chosen based upon the following:

- 1. Estimated total cost, fixed costs, unit costs, and contract terms and conditions;
- Responsiveness to all aspects of this solicitation;
- Technical merit (i.e., approach detail, appropriateness of approach, experience & depth of risk assessment, staff, probability of method success, plan with regard to community outreach);

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Issued: February 22, 2016

- 4. Ability to meet the determined schedule; and
- 5. Bidders ability to meet all mandatory terms, including the form contract.

If a negotiated contract is not achievable or funds are not available, the Claims Administrator has the option to award no contract, or to award multiple contracts, or to award a contract to bidder(s) who are not the preferred condidate(s).

Upon request, there may be an opportunity for an optional site visit to the Elizible Reads subject to this project A conference call shall be held on March 7, 2016, at 2:00 PM Bastern Thing with the Claims Administrator to allow for any questions that you may have regarding this solicitation;

APPENDIX A TO RFP:

MANDATORY TERMS

REOUEST FOR PROPOSALS (RPP) FOR THIS POLD REPAIR PROGRAM IN THE PERRING DUPONT SETTLEMENT

The following are the mandatory terms and RFP requirements that shall be met by the successful bidder(s):

General

- Bidder agrees that the response to the RPP and any subsequent documentation (best and final offer, and interview responses) shall be considered part of the final agreement and contract.
- 2. Bidder understands that the contract with the Settlement will be substantially in the form of Attachment 3. Please list your exceptions (if any) to the contract below:

Account Management

- 3. Bidder will provide a representative to attend meetings as necessary at the job site.
- 4. Bidder will maintain a database regarding the road repair services for all Eligible Roads.
- 5. Bidder will assign a main contact person to interface with the Claims Administrator throughout the road repair program and as long as any executed contract is in effect. This person will be charged with providing requested information and documentation within a twenty four (24) hour period.

Data Systems, and Reporting

- 6. Bidder will accept electronic data transfer and administer information regarding the road repair program in a confidential manner.
- 7. Bidder will provide road repair data for all Eligible Roads to the Claims Administrator in electronic format.

Financial Proposal

8. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

Americans with Disability Act Compliance

9. The successful bidder will comply with all applicable Americans with Disabilities Act ("ADA") terms and provisions as determined by the bidder and the West Virginia Department of Transportation, Division of Highways. For example, compliance may include the installation of wheel, chair ramps for two (2) sidewalks, totaling approximately 900 feet, at Intersections on 1street and B Street.

Additionally, the successful bidder will comply with all other applicable federal and state laws and regulations, such as the Equal Employment Opportunity laws and regulations as set out on the WVDOH website (http://www.bransportation.www.gov/cco/Pages/defaultaspx), and demonstrate any and all related certification(s) and licenses demonstrating compliance where required.

Consent to Jurisdiction and Walver of Objections

10. Bidder, by its execution of the Agreement (to be substantially in the form of Attachment 3), submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Perrine, et al., v. B. I. DuPont De Nemours and Company, et al., Case No. 04-C-296-2. (the "DuPont Case") for all purposes related to or arraing out of Bidder's proposal to provide road repair services for all Bligible Roads. In addition, Bidder hereby waives any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the DuPont Case to hear and determine any and all disputes that might arise out of or be related to the sarvices described herein, reserving its nights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the DuPont Case.

Confidentiality Agreement

11. Bidder understands that the Court in the <u>DuPont</u> Case has ordered that the data be maintained in a confidential manner, and state that Bidder will not reveal this information to anyone outside of authorized personnel in the bidder company unless Bidder has express permission to do so from the Honorable Thomas A. Beddell or the Claims Administrator, Bidder further understands that if Bidder violates this pledge of confidentiality, Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

Other

- 12. Only hidders who provide their own traffic control and flag personnel will be considered. Also, bidders must be able to provide due notice, such as adequate signage and notification to proper authorities, including the WVDOT and the DOH, before any and all road closures and throughout the entire road repair program.
- 13. The West Virginia Department of Transportation, Division of Highways, Standard Specifications, Roads and Bridges, adopted 2010 and amended by the West Virginia Department of Transportation, Division of Highways, Supplemental Specifications, dated January 1, 2016, "the Contract Documents and the Contract Plans" are the governing provisions applicable to this road repair project.
- 14. The West Virginia Department of Transportation, Division of Highways, Standard Details Book, Volume I, dated January 1, 2000 and Volume II, dated January 1, 1994 shall apply to this road repair project. The following revised standard drawings (also available at http://www.transportation.wvi.gov/highways/engineering/Pages/publications:aspx) supersede the aforementioned Standard Details: (1) Typical Pavement Markings TEM-2, Revised on January 29, 2010, and (2) Channelization, Word and Symbol Markings TEM-3; Revised on January 29; 2010
- The Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition, dated May 1.
 2006 shall apply to this project.

- 16. The bidder shall be responsible for coordination of contract work with utilities when they are livelyed or in conflict. The bidder has full responsibility for any damage to any utility or lighting system caused by contract activities.
- 17. Bidders must be in compliance with all state and federal laws related to and governing the project, including but not limited to, my state and federal environmental laws and equal projection laws.

By signing the below, I,	hereby re (company name), and the	present that I have to out I will comply wi	he authority and power th all of the terms as se
to bind forth hereinabove.	(Company)		e:
Company Name:	a a second secon		:
Ву:	(Sign name)	Date	
Annual Company	(Print name). (Title with the Company)		8 8 1

ATTACHMENT 1 TO REP:

LIST AND MAPS OF ROAD REPAIR PROGRAM

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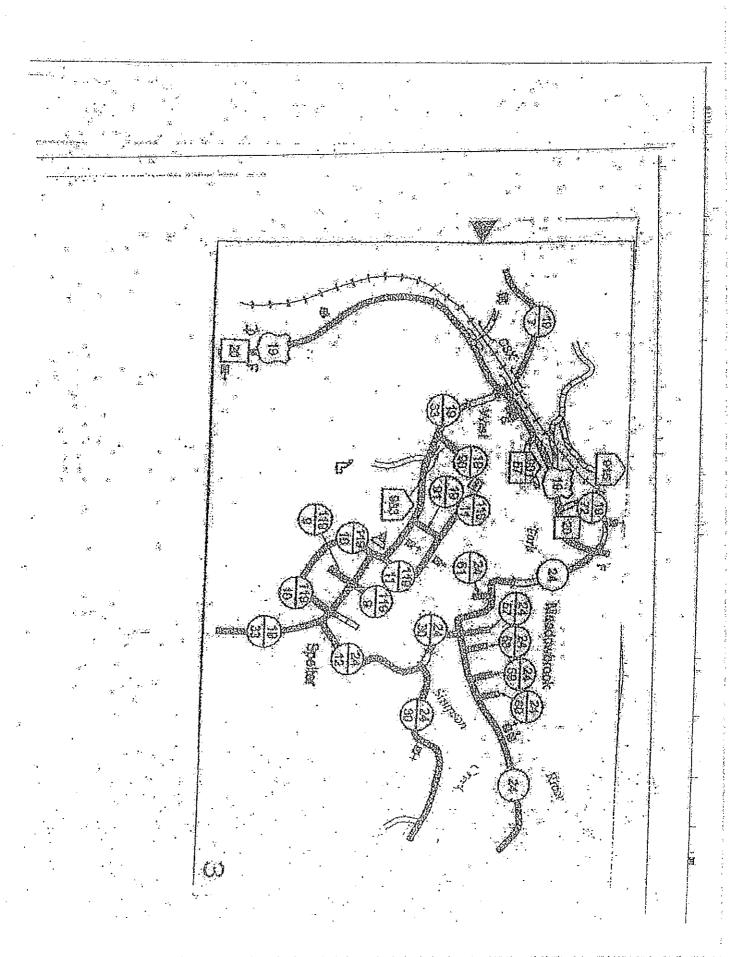
ROAD REPAIR LIST

L Spelter Roads

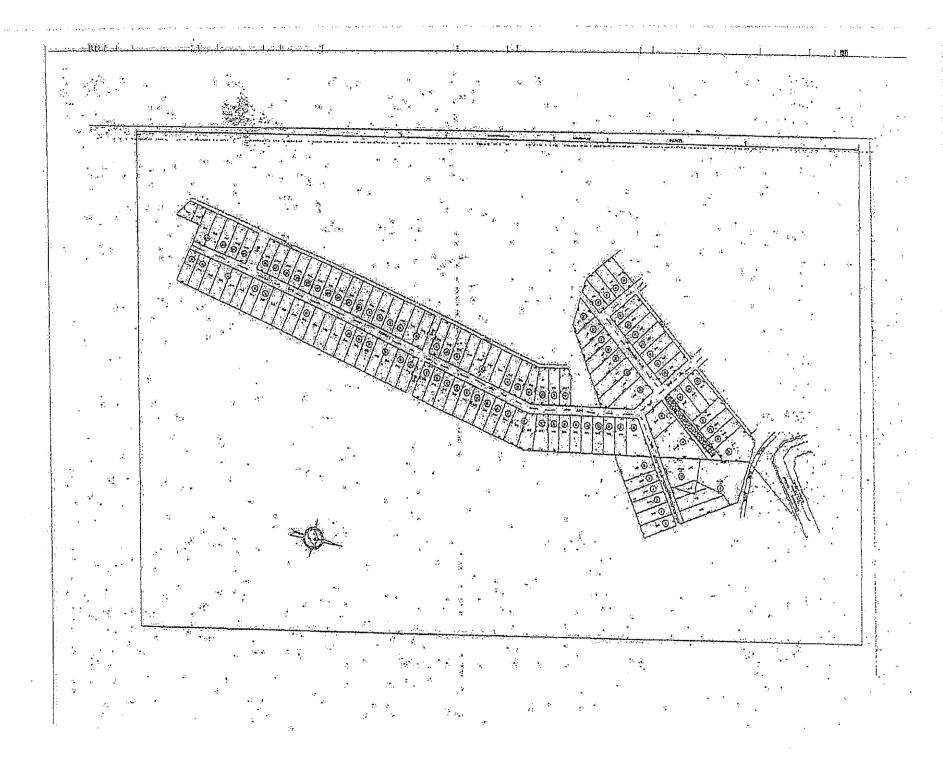
- 1) 1st Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) 3rd Street CR 119/10
- 4) 4th Street CR 119/9
- 5) 5th Street CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

II. Eric Roads

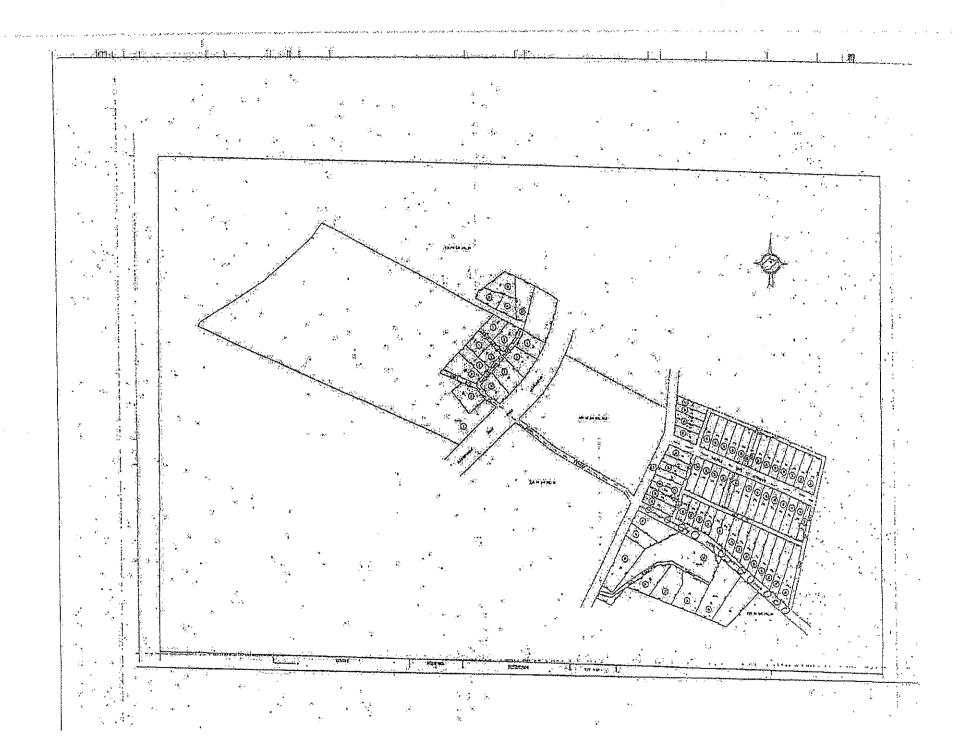
- 10) Maple Ave CR 19/32
- #11) Rose Street/Poplar Street CR 19/34



Elle WV - Roads to be repaired/resurfaced $z_i^{(i)}$



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ATTACHMENT 2 TO RFP: COURT ORDER APPROVING THE ROAD REPAIR PROGRAM

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

Plaintiffs,

Case No. 04-C-296-2 Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS & COMPANY, et al.,

Defendants.

FINAL ORDER APPROVING (I) THE DESCRIPTION AND MAPS OF THE ROADS SUBJECT TO THE ROAD RE-PAVING/REPAIR PORTION OF THE SETTLEMENT ROAD SUBJECT TO THE ROAD RE-PAVING/REPAIR BIDDER LIST; IMPROVEMENT PROGRAM; (II) THE ROAD RE-PAVING/REPAIR REQUEST FOR PROPOSALS; (III) THE ROAD RE-PAVING/REPAIR AGREEMENT.

Presently before the Court is the Claims Administrator's February 11, 2016 Report (the "Claims Administrator's Report"), submitted for review and consideration in connection with the Settlement Property Remediation (Clean-Up) Program approved by the Court's June 27, 2011 Order, regarding the implementation of a portion of the Court's April 15, 2014 Order approved Settlement Road Repair and Improvement Program ("Road Repair Program"). The Road Repair Program has three parts: (i) road re-paving/repairs; (ii) alleys; and (iii) drainage. The portion of the Road Repair Program subject to this Order is the first step of the program, road re-paving repairs. The roads subject to the road re-paving portion of the program are illustrated in the Maps in Exhibit A, and are listed below:

I. Spelter Roads

- 1) 1" Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) 3rd Street CR 119/10

- 4) 4th Street CR 1.19/9
- 5) 5th Street CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

II. Eric Ronds

- 10). Maple Ave CR 19/32
- 11) Rose Street/Poplar Street CR 19/34

To begin this portion of the program, the Claims Administrator's Report requests that the Court consider: (i) finalizing of the roads to be so re-paved/repaired, as described above and depicted in Exhibit A. (ii) approving the Bidder List of qualified bidders for this portion of the program in Exhibit E. (iii) approving the Request for Proposals form to be used to obtain the lowest qualified bid in Exhibit C. and (iv) approving the form of Agreement with the successful bidder in Exhibit D.

After a careful review of the Claims Administrator's Report, along with the list of maps of the roads to be re-paved/repaired, the Bidder List, the Request for Proposals and the Agreement, and in consideration of the applicable law, the Court ORDERS AND APPROVES: (i) the map and description of the roads subject to the road re-paving/repair portion of the Road Improvement Program depicted in Exhibit A; (ii) the Bidder List of qualified bidders for the work contained in Exhibit B; (iii) the Request for Proposals form to be used in obtaining the lowest qualified bidder in Exhibit C; and (iv) the form of the Agreement with the successful bidder in Exhibit D, with the resulting Agreement with the lowest qualified bidder to be substantially in the form of Exhibit D, but subject to negotiations.

TT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

James S. Amold, Esq.
Thomas Combs & Spann, PLLC
P. O. Box 3824
Charleston, WV 25338
DuPont's Finance Committee Representative

Meredith H. McCarthy, Esq. Guardian Ad Litem for Children 901 W. Main St. Bridgeport, WV 26330

Virginia Buchman, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Prostor, P.A.
P.O. Box 12308
Pensacola, FL 32591
Plaintiffs' Finance Committee Representative

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P. O. Box 257 Spelter, WV 26438

Order Prepared By:

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P. O. Box 257 Spelter, WV 26438

Michael A. Jacks, Esq.
Jacks Legal Group, P.L.L.C.
W.Va. Bar No 11044
United Federal Credit Union Building
3467 University Ave, Suite 200
Morgantown, WV 26505

tarred.

Thomas A. Bedell, Circuit Judge

ATTACHMENT 3 TO RFP:

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ROAD REPAIR PROGRAM AGREEMENT

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PERIOD OF PERFORMANCE

This Agreement shall become offective fallowing Court approval, and shall continue in full force through Decembar 31, 2016, or until such time as all conditions and obligations are met and subafied herein, which the Claims Administrator estimates is sufficient time to complete all Road Repair Services in accordance with the terms of this Agreement.

COMPENSATION AND TERMS OF PAYMENT , m.

- The Contractor agrees to provide the Road Repair Services as described herein at a cost agreed to by the Claims Administrator, with total componsation notto exceed \$ A. "capped amount"). Within seven (7) days following Court approval of this Agreement, the Contractor shall
 - receive an amount equal to 5% of the capped amount, or \$ (the "5% down payment").

 Payment Terms for Road Repair Services: To be negotiated and included herein prior to the
 - execution of this agreement. Disposition of 5% Down Payment. The 5% down payment shall be utilized in ratably requeing the payments to the Contractor. If the down payment is fully utilized, then him payments to the Contractor shall no longer be reduced by the 5% down payment. But, if the 5% down payment is not so utilized in full, then, following completion of the Road Repair Services, the remaining portion of the 5% down payment shall be refluided by the Contractor to the Clauns Administrator.
- The Contractor shall be responsible for the payment of all excise, sales, or use taxes and all taxes required by law on all labor, materials, tools, apparatus, equipment, fixtures, and incidentals which purchases or uses for the purpose of conducting, incultating and/or supervising the Mondiferent Services contemplated herein. The Contractor represents that all amounts required for such taxes are included and В. are part and parcel of the compensation as set out in the Price Proposal submitted by the Contractor.
 - The Contractor will take the risk of diesel fuel cost fluctuations up to a ceiling of \$3,00 per gallon perhttp://www.ein.gov/petioleum/gusdiesel/(the "fuel cap"). Upon the Contractor providing reasonable proof that it purchased diesel fuel for the project and only used it for the project at a price above the fuel cap at a time that the fuel cap was exceeded per http://www.cia.gov/petroleum/gasdiosel/.the Settlement shall relimburse the Contractor, dollar for dollar for the amount above the fuel cap so paid by the Contractor, for dicsel faci.

OBLIGATIONS OF: THE CONTRACTOR IV.

- Good Baith: The Contractor commits to act in good faith in working with the Claims Administrator to complete all of the tasks and obligations identified harein, and to perform all actions required to A. effectuate the items identified herein in a reasonable and responsible manner consistent with industry practices. The Contractor represents and warrants that all services performed in accordance with this Agreement shall be performed in accordance with all applicable federal, state and local roles and regulations. The Contractor further warrants that it has or will have examined and familiarized itself with the services and the laws, rules and regulations relating to this Agreement and that all employees and any subcontractors authorized hereunder shall possess such expertise and skill and such training and certifications as may be necessary to perform the tasks and. responsibilities to which they are assigned.
- Road Repair Services: The Contractor shall provide Road Repair Services for the Eligible Roads listed in the RFP, as follows:

- Incorporation of the RUP: The Parties hereby agree that the RUF in Exhibit A is incorporated herein and, together with this Agreement, define the scope of the work for the Road Repair Services. Nonetheless, If any terms set forth in Exhibit A conflicts with any form confained in this Agreement, the Agreement shall govern.
- b. Exclusion of Response Assumptions, Exceptions, and Cavents: Claims Administrator and the Contractor apocifically exclude any exclusions, limitations, assumptions, or other statements of reservation that are not in this Agreement. This Agreement, with its Exhibits, represents the complete, entire and sole agreement between the Parties, and any and all provious statements of "reservation" made by the Contractor are not a final part of this Agreement unless specifically stated and agreed to by the Claims Administrator herein.

Project Planning:

The Contractor shall prepare an Implementation Plan and provide to the Claims Administrator for review and approval that encompasses the full scope of work and identifies the protocols for the completion of the Road Repair Services.

The Contractor shall carry out and perform any and all duties pursuant to and in compliance with all state and federal laws, including but not limited to any and all state and federal environmental

laws, along with any applicable healthy and sufory regulations:

iii. Permits: The Contractor shall ensure that all required permits are secured prior to commencing Road Repair Services. The Contractor shall file permits or notify the appropriate permitting agencies, as necessary, in order to limit potential delays in the commencement of road repair activities. The Contractor shall also obtain any other local authorizations that may be necessary for the completion of work. The Contractor 's activities include, but are not limited to, obtaining all permits required by Harrison County, the State of West Virginia, the United States Government, and/or any municipality within

the Class Ares that require posinits related to the work described herein.

iv. Access Agreements: The Contractor shall secure from the Claims Administrator copies of all available access agreements prior to commencing Road Repair Services, and shall ensure that copies of said agreements are uploaded and maintained onto an electronic data management system. All necessary and relevant access agreements have been procured by the Claims Administrator and shall be provided upon request to The Contractor by the Claims Administrator. Said data management system shall maintain the engoing status of Road Repair Services activities at each location where an access agreement has been obtained with weekly updated reports submitted by the Contractor to the Claims Administrator for tracking the work. The Contractor shall also provide reports as requested by the Claims Administrator within forty-eight (48) hours of written request.

d. Site Preparation and Mobilization

Pre-Rond Repair Program Meeting: The Contractor shall conduct a pre-Road Repair Program conference to introduce key personnel, define authorities and responsibilities, discuss details related to project implementation and a detailed schedule for the Road Repair Services, with a teleconference option for those participants electing to meet via telephone, including, but not limited to Claims Administrator representatives, the Finance Committee and the Claimant Advisory Committee, . .

Weekly Meetings. During the execution of the Road Repair Services, the Contractor will conduct weekly project meetings to Inform the Claims Administrator of the progress of the work, any problems and/or corrective actions implemented, and updates on the construction schedule. A teleconference option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so requested, shall be provided.

Daily Safety Meetings: Safety meetings will be conducted by the Contractor daily as part of the Contractor's duty to fulfill its obligations under any and all federal and state as contemplated in iii.

Monthly Reports: During the execution of the Road Repair Services, the Contractor shall provide the Claims Administrator monthly written reports identifying, at a minimum, the progress of repairing the Eligible Roads, including, it any, significant damage caused to areas surrounding the road repair area, such as yards, structures, or personal property, caused by the Contractor or its subcontractors; and any complaints received from Claimants or other persons effected by the damage. The report shall be provided to the Claims Administrator office via band or overnight delivery and

Complaints The Contractor shall notify the Claims Administrator immediately in writing, to the extent practicable, when it becomes aware of any Claimant's complaint related to the Road Repair Services, and the Contractor shall cooperate with the Claims Administrator in undertaking reasonable

measures to resolve such complaints. .

Problem Resolution Meetings: A special meeting shall be held when and if a problem or deficiency is present or likely to occur. At a minimum, the meeting shall be attended by the Claims Administrator, the Contractor team members, and any affected third party subcontractors and/or Claiments. The purpose of the meeting sliall be to define and resolve the problem or work definiency. The meeting shall be documented by the Contractor and minutes shall be prepared and distributed to all parties attending or participating. A teleconformor option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so requested, shall be provided. The meeting shall occur promptly but no later than seventy-two (72) hours after written request of the Contractor or Claims Administrator. The request shall identify the condition or event to be discussed.

Logistics: The Contractor shall facilitate all logistical support, and any spid all logistical plaining becassary to effectuate an efficient start up and continuation of Road Repair Services.

Utility Identification: Prior to Initialing Road Repair Services activities, the Contractor shall locate

Access Road Construction: The Contractor shall construct access roadways, as necessary, utilizing crushed stone or officer materials, to facilitate work activities. The Contractor shall establish suitable ix.

Personnel and Equipment Decontamination. As required, the Contractor shall ensure Х.,

decontamination of personnel and excavation equipment.

Mobilization: Upon completion of logistical preparation activities, the Contractor shall mobilize personnel, equipment materials, and other resources to the site to initiate road repair activities. Mobilization activities are anticipated to include, but are not limited to, the delivery, installation, hookup, and maintenance of temporary offices and construction facilities. Temporary offices and construction facilities are expected to include field offices, support facilities, utilities, dust and pollution control facilities, personnel protection and work areas, and creation and maintenance of access roads and parking areas, as required.

Site Security. The Contractor shall be responsible for access control and scourity at all staging areas and at the individual work areas. Security shall include at least one of the following: use of existing fencing, snow fencing, at a minimum caution tape, and signage waming of restricted areas and hazards to control access, protect equipment and support facilities, and prevent unauthorized entry

and exposure to Higible Roads and to control access to other dangerous conditions:

Documentation: The Contractor shall be responsible for documenting all field activities during the Road Repair Program. Records of field activities shall be legible, identifiable, retrievable, and protected against damage, deterioration, and loss. The Contractor shall record all documentation in waterproof, non-crasable ink. If an error in any of these documents is made, shall make corrections by crossing a single line through the error and entering the correct

Information adjacent to it. The corrections shall then be initialed and dated. All data and documentation shall also be uploaded and maintained onto an electronic data management system shall be in a format that is easily readable and exportable, and access to said data and documentation, and/or reports generated from said data and documentation, shall be provided to the Claims Administrator within five (5) days of written request.

Reporting Requirements:

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a. The reports to be submitted by the Contractor pursuant to the terms of this Agreement shall be provided to the Claims Administrator's office via hand or overnight delivery and clockronic mail.

The Contractor shall work with the Claims Administrator to determine which reports shall be necessary to fully perform the services contained herein.

D. Insurance and Bond Requirements:

n. The Contractor shall maintain Workers' Compensation benefits within the State of West Virginia throughout all periods relevant to the execution of duties and obligations under this Agreement with waiver of subrogation in favor of the Pervine DuPont Settlement (which is the Pervine DuPont waiver of subrogation in favor of the Pervine DuPont Settlement (which is the Pervine DuPont Property Remediation Qualified Settlement Fund, an IRC §468B Qualified Settlement Fund dominished Property Remediation Qualified Settlement Fund, an IRC §468B Qualified Settlement Fund dominished in West Virginia), E.I. DuPont De NelMours and Company ("DuPont"), and the law firm of Gentle Turner, Section & Farbison, LLC.

The Contractor shall maintain an Employer's Liability insurance policy throughout all periods relevant to the exacultion of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000,000,000) per incident, with waiver of subrogation in favor of the Perrine Dulpoit Settlement, Dulpoit, and Gentle, Tumer, Sexton & Harbison, LLC. The Contractor shall maintain a Commercial General Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrences

The Contractor shall matritain Professional Liability insurance throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000,000) per claim with maintenance of coverage for two (2) years following the completion of the Project

of the Project.

d. The Contractor shall maintain an Excess Liability policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000,000) per claim.

The Contractor shell maintain an Environmental Impairment insurance policy or Follution Liability insurance policy throughout all pariods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per claim,

f. The Contractor shall maintain comprehensive or commercial automobile liability for bodily injury and property damage throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.

g. The insurance required herein shall be primary to any other valid and collectible insurance.

1. The Contractor must ensure that the Perrine DuPont Settlement, DuPont and the law firm of Gentle, Turner, Sexton & Harbison, LLC, are listed as additional insureds on the above policies, as evidenced by a Certificate of Insurance verifying coverage limits.

Bonds: The Contractor shall furnish bonds covering the faithful performance of this Agreement and the payment of all obligations arising in connection therewith, said bonds to be in such form Claims. Administrator approves, and with succites that Claims Administrator approves. Approval of the bond form shall not be unreasonably denied; reasons for denial shall be stated in writing. Each bond shall

contain a provision to the effect that changes in the Road Repair Services and/or modifications to this Agreement shall in no way relieve the surely of its obligations. Bonding provided by the Contractor shall equal the total contract value of this Agreement: Bonds may be lumished for different phases of the work so long as the penal value of each bond is commensurate with the value of each phase.

Sub-Contracts:

b.

The Contractor may sublet to Sub-contractors acceptable to the Claims Administrator any portions of the Road Repair Services. Claims Administrator reserves the right to review and approve or disapprove all subcontracts as to scope of the Road Repair Services to be performed of for my reasonable basis. If Claims Administrator rejects a proposed subcontractor, it must state all bases in writing and allow Contractor to respond and request a reconsideration with a reasonable period of time. Spel. Claims Administrators acceptance; review or approval, or the failure to accept, review, or approve a subcontractor, shall not be construed as relieving the Commeter of any responsibilities under this

The Contractor shall have full directing authority over and responsibility for the performance of all Rond Repair Services which the Contractor subcontracts and shall not be relieved of its responsibility for the proper performance of the services contemplated herein due to subcontracting.

The Contractor agrees to bind each and every Sub-contractor by the terms, conditions, and provisions of this Agreement applicable to Road Repair Services, unless officerwise specifically agreed to in willing 8. Nothing contained in this Agreement is intended to or shall the same create any contractual or privily

religifion between any Sub-contractor and the Claims Administrator or my obligation on the part of the Claims Administrator to pay or to see to the payment of any moneys due any Sub-contractor.

٧.

Viduciary Dutles: The Claims Administrator shall be responsible for the interprotation of Court Orders and Road Repair Program documents, and any communications to the Claimants, the Finance A. Committee, the Claimants Advisory Committee, and the Court,

Amendments to the Road Repair Program: The Claims Administrator shall provide written notification to the Contractor of any modifications or amendments to the Road Repair Program. Modifications to B. the Kond Repair Program that have a cost impact upon the Contractor shall, result in written, reasonable pricing revisions effective as of the date of the modification or amendment.

Response Time: The Claims Administrator shall provide any written response required herein or otherwise reasonably required by the Contractor no later than five (5) working days after request. In instances where Ç, a response is needed faster in order to avoid delay, such response shall be provided sooner so as to avoid delay.

PROPERTY RIGHTS AND CONFIDENTIALITY VI.

Computer Equipment and Confidential Information. All computer equipment owned by the Contractor, programs, drawings, diagrams, specifications, manuals, forms, procedures, data files (but not the data therein belonging to the Claims Administrator), and all other information and A. materials of any nature existing before the commencement of the Road Repair Program and furnished, revealed or otherwise made available to the Claims Administrator by the Contractor, Whether the Contractor's premises or the Claims Administrator's premises (the Confidential Information"), shall remain the sole and exclusive property of the Contractor. All other Information, records, and documentation generated in carrying out the Road Repair Services contemplated herein are hereby designated the "Claims Administrator's Information." The Claims Administrator's Information shall be and remain the sole and exclusive property of the Claims Administrator. The Contractor shall return the Claims Administrator within thirty (30) days from the date of termination of this Agreement, while being able to maintain a copy on a confidential basis and also to be used to anforce the Contractor's rights under this agreement.

- B. Storage and Inspection: All documents, books, and records flurished to the Contractor by the Claims Administrator provided in accordance with this Agreement shall remain the property of the Claims Administrator, and all documents, books, and records of the Contractor provided inaccordance with this Agreement pertaining to any individual insurance, group insurance, or saryloes, whicher original records of the Contractor or furnished by the Claims Administrator, shall be open for inspection at the Contractor's West Virginia location, unless otherwise agreed, at all reasonable times. The Contractor may store any or all of such documents, books, and records in microfilm, magnetic taps, or other electronic medium.
- C. Disposition upon Termination of this Agreement: To the extent feasible, upon termination of this agreement, the Contractor shall return to the Claims Administrator all Claims Administrator in Front Repair Road Repair Program within ten (10) business days; however if it is not reasonably feasible, the protections of this Agreement shall continue to apply to such information after the termination of this Agreement.

VII. MANDATORY TERMS

The Mandatory Terms in Appendix A to the RFP and attached hereto as Exhibit B are a part of this Agreement, and are incorporated herein by reference.

VIII. INDEMINIFICATION

A. Indemnification of the Contractor. Claims Administrator agrees to indemnify and hold hamless the Contractor or any of its officers, or employees from any and all lesses, liability, damages, expenses or other cost or obligation, resulting from or axising out of claims, idemands, lawsuits or judgments brought against Claims Administrator and/or the Contractor as a result or ensing out of Claims Administrator before the Contractor as a result or ensing out of Claims Administrator performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Contractor angligence, willful misconduct, or criminal inisconduct.

B. Indomnification of the Claims Administrator. The Contractor agrees to indemnify and hold hamiless the Claims Administrator or any of its officers, or employees from any and all losses, liability, claims Administrator or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against the Contractor and/or the Claims Administrator as a result or arising out of the Contractor's performance of its responsibilities pursuant to the previsions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Claims Administrator's negligence, willful misconduct, or criminal misconduct.

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IX. TERMINATION

X.

A. Material Breach: If either party materially breaches this Agreement, the other party may terminate the Agreement provided that it notifies in writing, the breaching party of the specific breach and allows the breaching party the opportunity to cure the breach within fifteen (15) days, of the date of the notice if reasonable and substantial steps to cure the breach have not been concered in fifteen (15) days, the Agreement may be terminated upon five (5) days further written notice. If a notice and opportunity to cure is generated by the Contractor for non-payment and not cured by Claims Administrator, the Contractor may, at its sole discretion, suspend performance upon expiration of the fifteen (15) days the Contractor shall be entitled to an equilable adjustment to this Agreement.

B. Toymination for Insolvency: If either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all, or a substantial part, of its assets, illes a voluntary petition in bankruptcy; admits in writing to its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors; files a petition or an answer seeking reorganization of rearrangement with creditors; or, as a debtor, invokes or takes advantage of any insolvency law; or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such party bankrupt or insolvent or appropriate a petition seeking reorganization of such party of all, or a substantial part, of its assets, and such order, judgment, or decree continues unstayed for thirty (30) days, then the other party may, by written

notice, terrifinate this Agreement effective on any future date specified in such notice.

Tarintmetton for Convenience: The Claims Administrator reserves the right to terminate this Agreement and all rights and tidligations hereunder without cause, or for convenience, at its sole discretion, at any time and all rights and tidligations hereunder without cause, or for convenience, at its sole discretion, at any time and all rights and tidligations hereunder without claims. Administrator terminates this Agreement without cause then Claims Administrator shall reimburse the Confractor for any reasonable out-of-pocket costs and expanses from the actual preparation and/or performance of Work and for reasonable had

profit and overhead.

D. Effect of Tormination: In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.

E. Continuation of Services: Except for fermination due to Claims Administrator's breach, the Continuation of Services: Except for fermination due to Claims Administrator's request for continuation Contractor agrees that upon completion of the work; at Claims Administrator somplies of services, it shall continue to provide services hereunder, provided Claims Administrator complies with all the terms and provisions of this Agreement in effect prior to the termination. The fees for such continuation period shall be equitably adjusted.

F. Information Transfer: In the event of termination of this Agreement, the Contactor agrees to provide Claims Administrator all Information in the Contractor's possession pertaining to all services, records, and efforts related to this Agreement, consistent with reasonable industry norms, we within five (5) business days. The Contractor may provide the data by electronic or wire communication or a media type such as disk, tape, or CD.

CHOICE OF LAW AND RESOLUTION OF ALL DISPUTES

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West-Virginia.

Resolution of All Disputes: In accordance with the Mandatory Terms in Appendix A to the RFP and Resolution of All Disputes: In accordance with the Mandatory Terms in Appendix A to the RFP and attached horsets as Exhibit B, the Circuit Court in Harrison County, West Virginia, retains confinence and exclusive jurisdiction and supervision over the Property Remediation Plan and over this and exclusive jurisdiction and supervision over the Property Remediation Plan and over this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Circuit Court of Harrison any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison

County West Virginia. The Parties irrevocably and expressly submit to the jurisdiction of the Court over any such proceeding. The Parties brevocably and expressly waive any objection that they might now or herenfler baye to the laying of venue for such proceeding in the Circuit Court of Marrison County West Virginia and any claim that any such proceeding in the Circuit Court of Harrison County West

Virginia has been brought in an inconvenient forum. Mediation: Prior to litigation or juridical proceeding, the Parties must first subject the dispute to mediation. as a condition precedent. Mediation shall be administered by a niediator to be agreed upon by the parties. C.

MISCELLANEOUS XI.

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C.

Prompt Notification of any and all Complaints: The Contractor and Claims Administrator both mutually agree that each shall both promptly notify in writing the other of any and all A. complaints and/or issues which relate to or arise from this Agreement contemplated hereby, and the Contractor and Claims Administrator shall work in tandem to resolve any and all claims and/or

Correlation of Decuments: The Agreement documents are complementary and what is called for by any one of the documents described herein and attached hereto are hinding as if called by all. There are comin operations, labely equipment, meterials and things reasonably inferable from the Agreement as being necessary to produce the intended results; even though no mention thereof is made in said Agreement, such omission shall not relieve the Contractor from its obligation to provide all such operations, labor, equipmont, materials and things reasonably required. Parts of the Road Ropair Services described in words which, when applied, have a well-known technical or trade meaning

in accordance with the recognized standards applicable to such meaning. Rorce Majeurer Notwithstanding anything harein or otherwise which may appear to be to the contrary, neither party shall be responsible for delays or failures in performance under this Agreement resulting from any force majoure or acts beyond the reasonable control of the party. Such acts shall include, without limitation, acts of God; strikes, blackouts, riots, acts of war, epidemics, governmental regulations, fire, communication line fallure, power fatheres, mechanical fallures, storms or other disasters. Notwithstanding any other provision, the Contractor shall be entitled to an equitable adjustment to this Agreement for

Notice: Any notice or demand desired or required to be given hereunder shall be in writing and desired given when personally hand delivered or, if sent via overnight mall upon receipt, or three (3) days after D. deposit in the United States Mail, postage prepaid, sent cortified or registered, addressed as follows:

a. It to the Claims Administrator, to: The Petrine LuiPont Property Remediation Road Repair Program Spelter Volunteer Fire Department Office 55 B Street PO BOX 257 Speller, West Virginia 26438 Attention: Edgar C. Gentle, III, Esq. Claims Administrator With an email copy to esorowacch@acl.com

If to the Contractor, to	·
	<u> </u>
Attention:	Bar shall be designated in writ

or to such other address or person as hereafter shall be designated in writing by the applicable party

Entire Agreement: This Agreement and all exhibits and schedules hereto constitute the entire agreement between the Parties hereto portaining to the subject matters hereof and supersede all negotiations, proliminary agreements and all prior or contemporaneous discussions and understandings of the Parties hereto in compection with the subject matters hereof. All exhibits and schedules are incorporated. into this Agreement as if set forth in their entirety and constitute a part hereof. Any exceptions or reservations set forth by the Contractor in any responses to the RPP shall not be part and parcel of this

Agreement, excepting those that are explicitly acknowledged berein. Modifications in Writing: No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, preclude my other or further exercise thereof or the exercise of any other right, power or rainedy. The remedies provided for herein are cumulative and are exercise of any other right, power or rainedy. The remedies provided for herein are cumulative and are exclusive, of any remedies that may be available at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Agresment, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party subject to the enforcement thereof. Any amendment, modification or supplement of or to say provision of the Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for

the specific nurpose for which made or given. Conflicting Terms: In the event that any term shall conflict with any of the terms contained in any of the decuments which are part and parcel of this Agreement, including but not limited to Claims. Administrator's REP, the Contractor's Response to RPP, and/or any other Exhibits attached hereto,

and/or any other documents identified in this Agreement, this Agreement shall control.

Severability: in the event any provision of this Agreement is field invalid, illegal of unbarbicoable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified; then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and shall be

Relationship: Nothing contained in this Agreement and no action taken by the Parties pursuant hereto shall be deemed to constitute the Parties as a partnership, an association, a joint venions or other entity. It is expressly agreed that neither Party for any purpose shall be deemed to be an agent,

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J.

ostensible or apparent agent, employed, or servant of the other Party. Headings and Captions: The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting of applying this Agreement, and such titles or captions do not define, limit, extend, explain or

describe the scope or extent of this Agreement or any of its terms or conditions.

Binding Effect on Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, K. successors and assigns. In the event of assignment, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect and the party making the assignment shall remain liable and responsible for the due performance of all of the terms, covenants and conditions of this Agreement that it is obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (and their respective heirs, successors, legal ropresentatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement. However, neither the Claims Administrator, nor the Contractor may assign the rights and obligations provided hereunder without the prior written express permission of the other party, which shall not be unreasonably denied. This Agreement may be executed in any number of counterparts. each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

Agreement or ran to the terms of thi the changes in la	s Agreement in good ws: then either party	laws materially aff I prumenforceable, the faith. If the Parties of may terminate this.	annot agree to mod Agreement upon th	irty (30) daya irty (30) daya	prior written
as one of the Co business; without Contractor's name Contractor Claim a way as to conv	ntractors of the contract of t	ame: The Contractor proposals and respon ator's prior written than its logo, in me not use the Contract or is an administrate	permission. Clauds rketing materials, or's name or logo, or and/or fiduciary	Administration in a form acce or any form the with regards t	ptable to the reof, in such o Claimants,
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By:		**			÷
Edgar C. Gentle, III Title: Claims Administr Date:	ator		ş*. 		بب

WITNESS:

EXHIBIT DIO ORDER:

ROAD RE-PAYING/REPAIR PORTION OF THE ITLEMENT ROAD REPATR AND IMPROVEN PROGRAMIAGREDIMENT

WILLIAM Y

Preamble	1	
Definitions	J	,
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Indemnification		
Termination		
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Miscellaneous	***************************************	

ROAD REPAIR PROGRAM

		23 1921 24 1921		is effective upon Court	L
. THIS AGREEMENT is entered	into on		a corporation	with its headquarters at	
approval ("Effective Date"), being betw	een	.("Contra	ctor") and	the Perrine Duront	e.
white Marchan Common and Annie	h was approved	by the Circuit C	ourt of Harrists	and accept the month the	· 3.
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appointed Special Master and Claims A Sexton, & Harbison, Lilic (hereinafter c	-Manhard Conferre	d to as "Claim	Administrator	").	*
(- A)	and Shore	or as adminis	stered by the C	Claims Administrator, a	3
The principal place of business B Street, P.O. Box 257, Speller, Wes	os 01 to 00000 of Virolnia, 2643	8. · · ·	••	•	
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Road Re-paying/Repair portion of a DuRont Settlement, attached hereto a	s Exhibit A (th	e "RFP").	•		
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DuPont Settlement, attractive Mannes Adm	inistrator recont	mends to the C	ourt that the U	ODITACIOL DO A MEL DE	
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by reference (See, Exhibit A).				• ,	
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as follows:	-			•	
1. <u>DEFINITIONS</u>				. :	
T DELIVITIONS				•	
All words and phrases defined below sh	all have the folio	wing meaning:	,		
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A. "REP" collectively means the C to the Road Repair Services def	Mich water			2.	
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during a reasonable editing cyc	le that hearings	The Contractor	shall perform an	d rely upon in carrying o	βŒ- i
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the Road Repair Services, as described in Section IV.B. below.

the Claims Administrator, and the protocols that the Contractor shall perform and rely upon in earlying out.

PERIOD OF PERFORMANCE.

В.

This Agreement shall become effective following Court approval, and shall continue in full force through December 31, 2016, or unfil such time as all conditions and obligations are met and satisfied herein, which. the Claims Administrator estimates is sufficient time to complete all Road Repair Services in accordance with the terms of this Agreement.

COMPINSATION AND TERMS OF PARYLENT . щ.

The Contractor agrees to provide the Road Repair Services as described herein at a cost agreed to by the ٨. Claims Administrator, with total compensation not to exceed \$ "capped amount"). Within seven (7) days following Court approval of this Agreement, the Contractor shall receive an amount equal to 5% of the capped amount, or 8 (the "5% down paymen")

Payment Terms for Road Repair Services. To be negotiated and included herein prior to the

execution of this agreement. Disposition of 5% Down Payment. The 5% down payment shall be utilized in ratably reducing the payments to the Contractor. If the down payment is fully utilized, then future payments to the Ŧi. Contractor shall no longer be reduced by the 5% down payment. But, if the 5% down payment is not so utilized in full, then, following completion of the Road Repair Services, the remaining portion of the 5% down payment shall be refunded by the Contractor to the Claims Administrator.

The Contractor shall be responsible for the payment of all excise, sales, or uso taxes and all taxes required by ligw on all labor, materials, tools, apparatus, equipment, fixtures, and incidentals which purchases or uses for the purpose of conducting, facilitating and/or supervising the Relad Repair Services. contemplated lierein. The Contractor represents that all amounts required for such taxos are included and are part and parcel of the compensation as set out in the Price Proposal submitted by the Contractor.

The Contractor will take the risk of diesel fuel cost finementions up to a celling of \$3.00 per gallon per-Ċ. http://www.ela.gov/petroleum/gasdiesel/(the "finel cap"). Upon the Contractor providing reasonable proof that it purchased diesel fuel for the project and only used it for the project at a price above the fiel cap at a time that the friel cap was exceeded per http://www.cia.gov/petroleum/gosdiesel/, the Settlementshall reimburse the Contractor, dollar for dollar for the amount above the fuel cap so paid by the Contractor, for diesel fuel.

OBLICATIONS OF: THE CONTRACT IV.

- Cood Faith: The Contractor commits to act in good faith in working with the Claims Administrator to À. complete all of the tasks and obligations identified herein, and to perform all actions required to effectivate the items identified herein in a reasonable and responsible manner consistent with industry practices. The Contractor represents and werrants that all services performed in accordance with this Agreement shall be performed in accordance with all applicable federal, state and local rules and regulations. The Contractor further warrants that it has or will have examined and familiarized itself with the services and the laws, rules and regulations relating to this Agreement and that all employees and any subcontractors authorized hereunder shall possess such expertise and skill and such training and certifications as may be necessary to perform the tasks and responsibilities to which they are assigned.
- Road Repair Services: The Contractor shall provide Road Repair Services for the Eligible Roads listed in the RFP, as follows:

- Incorporation of the RIP: The Parties hereby agree that the RPF in Exhibit A is incorporated herein. and, logether with this Agreement, define the scope of the work for the Road Repair Services. Nonetholess, if any terms set forth in Exhibit A conflicts with any term contained in this Agreement, the Agreement shall
- Exclusion of Response Assumptions, Exceptions, and Cavents: Claims Administrator and the Contractor specifically exclude any exclusions, limitations, assumptions, or other statements of reservation that are not in this Agreement. This Agreement, with its Exhibits, represents the complete, entire and sole agreement between the Parties, and any and all previous statements of rescryation made by the Contractor are not a final part of this Agreement unless specifically stated and agreed to by the Claims Administrator herein.

Project Planning:

i. The Contractor shall prepare an Implementation Plan and provide to the Claims Administrator for review and approval that encompasses the full scope of work and identifies the protocols for the

completion of the Read Repair Services.

The Contractor shall carry out and perform any and all dirties pursuant to and in compliance with all state and federal laws, including but not limited to any and all state and federal shvirouncestal.

laws along with any applicable healthy and safety regulations.

iii. Peinita: The Contractor shall ensure that all required permits are secured prior to commencing Road Repair Services. The Contractor shall file pennits or notify the appropriate paraliting agencies, as necessary, in order to limit potential delays in the commencement of road repair activities. The Contractor shall also obtain my other local authorizations that may be necessary for the completion of work. The Contractor is notivities include, but are not limited to, obtaining all permits required by Harrison County, the State of West Virginia, the United States Government, and/or any municipality within the Class Area that require permits related to the work described herein.

iv. Access Agreeditionts; The Contractor shall secure from the Claims Administrator copies of all available access agreements prior to commencing Road Repair Services, and shall ensure that copies of said agreements are unloaded and maintained onto an electronic data management system. All necessary and relevant access agreements have been procured by the Claims Administrator and shall be provided upon request to The Contractor by the Claims Administrator. Said that management system shall ununtain the ongoing status of Road Repair Services notivities at each location where an access agreement has been obtained with weekly updated reports submitted by the Contractor to the Claims Administrator for tracking the work. The Contractor shall also provide reports as requested by the Claims Administrator within forty-eight (48) hours of written request.

d. Site Preparation and Mobilization

Pre-Road Repair Program Meeting: The Contractor shall conduct a pre-Road Rapair Program conference to introduce key personnel, define authorities and responsibilities, discuss details related to project. implementation and a detailed schedule for the Road Repair Services, with a teleconference option for those participants electing to meet via telephone, including, but not limited to Claims Administrator representatives, the Finance Committee and the Claimant Advisory Committee.

Weekly Meetings: During the execution of the Road Repair Services, the Contractor will conduct weekly project meetings to inform the Claims Administrator of the progress of the work, any problems and/or corrective actions implemented, and updates on the construction schedule. A teleconference option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so requested, shall be provided.

Daily Safety Meetings: Safety meetings will be conducted by the Contractor daily as part of the Contractor's duty to fulfill its obligations under any and all federal and state as contemplated in

Monthly Reports: During the execution of the Road Repair Services, the Contractor shall provide the Claims Administrator monthly written reports identifying, at a minimum, the progress of repairing the Elligible Roads, including, if any, significant damage caused to areas surrounding the road repair area; such as yards, structures, or personal property, caused by the Contractor or its subcontractors; and any complaints received from Claimants or other persons effected by the damage. The report shall be provided to the Claims Administrator office via hand or overnight delivery, and

Complaints. The Contractor shall notify the Claims Administrator immediately in writing, to the extent practicable, when it becomes aware of any Claiment's complaint related to the Road Repair. Services, and the Contractor shall cooperate with the Claims Administrator in underthing reasonable

measures to resolve such complaints.

Problem Resolution Meetings: A special meeting shall be held when and if a problem or deficiency is present or likely to occur. At a minimum, the meeting shall be sitended by the Claims Administrator, the Contractor team members, and any affected third party subcontractors and/or ... Claimants. The purpose of the meeting shall be to define and resolve the problem or work deficiency. The meeting shall be documented by the Contractor and minutes shall be prepared and distributed to all parties attending or participating. A teleconference option for those participants electing to meet via telephone, and including, but not limited to Claims Administrator representatives, if so remested, shall be provided. The meeting shall occur promptly but no later than seventy-two (72) hours after written request of the Contractor or Claims Administrator. The request shall identify the condition. or eventio be discussed.

Logistics: The Contractor shall facilitate all logistical support, and any and all logistical planning piecessary to offeotuate an officient start-up and continuation of Road Repair Services, Utility Identification: Prior to initiating Road Repair Services activities, the Contractor shall locate

and mark all underground utilities. Access Road Construction: The Contractor shall construct access roadways, as necessary, willing omshed stone or other materials, to facilitate work activities. The Contractor shall establish suitable facilities for parking.

Personnel and Equipment Decontamination: As required, the Contractor shall ensure

deconfamination of personnel and excevation equipment

Mobilization: Upon completion of logistical preparation activities, the Contractor shall mobilize personnel, equipment, materials, and other resources to the site to initiate road repair activities. Mobilization activities are anticipated to include, but are not limited to, the delivery, installation, hookup, and maintenance of temporary offices and construction facilities. Temporary offices and construction facilities are expected to include field offices, support facilities, utilities, dust and pollution control facilities, personnel protection and work areas, and creation and maintenance of access roads and parking areas, as required.

Site Security: The Contractor shall be responsible for access control and security at all studing areas and at the individual work areas. Security shall include at least one of the following: use of existing feneing, snow foncing, at a minimum caution tape, and signage warning of restricted areas and huzards to control access, protect equipment and support facilities, and prevent manufacized entry

and exposure to Higible Roads and to control access to other dangerous conditions.

Documentation. The Contractor shall be responsible for documenting all field activities during the Road Repair Program. Records of field activities shall be legible, identifiable, retrievable, and projected against damage, detectoration, and loss. The Contractor shall record all documentation in waterproof, non-grasable like If an error in any of these documents is made, shall make corrections by crossing a single line through the error and entering the correct information adjacent to it. The corrections shall then be initialed and dated. All data and documentation shall also be uploaded and maintained onto an electronic data management system. The data management system shall be in a format that is easily readable and exportable, and access to said data and documentation, and/or reports generated from said data and documentation, shall be provided to the Claims Administrator within five (5) days of written request.

Reporting Requirements:

a. The reports to be submitted by the Contractor pursuant to the terms of this Agreement shall be provided to the Claims Administrator's office via band or overnight delivery and electronic mail.

The Contractor shall work with the Claims Administrator to determine which reports shall be necessary to fully perform the services contained herein.

D. Insurance and Bond Requirements:

a. The Contractor shall maintain Workers Compensation benefits within the State of West Virginia throughout all periods relevant to the execution of duties and obligations under this Agreement with waiver of subringation in layor of the Perrine DuPont Settlement (which is the Perrine DuPont Waiver of subringation outlified Settlement Fund, an IRC \$468B Qualified Settlement Fund domiciled Property Remediation Qualified Settlement Fund, an IRC \$468B Qualified Settlement Fund domiciled in West Virginia, Ed. DuPont De Nel Youward and Company ("DuPont"), and the law firm of Gentle, Tunior, Sexton & Harbison, LLC.

b. The Contractor shall maintain an Eduployer's Linbility insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per incident, with walver of subrogation in favor of the Period DuPont Settlement, DuPont, and Gentle, Turner, Sexton & Harbison, LLC. The Contractor Shall maintain a Commercial General Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence.

c. The Contractor shall maintain Professional Liability insurance throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim with maintenance of coverage for two (2) years following the completion of the Project

d. The Contractor shall maintain an Excess Liability policy throughout all periods relevant to the execution of duties and obligations under this Agreement with maintain limits of One Million Dollars (\$1,000,000.00) per claim.

e. The Contractor shall maintain an Environmental Impairment insurance policy or Pollution Liability insurance policy throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of Two Million Dollars (\$2,000,000,00) per claim.

The Contractor shall maintain comprehensive or commercial automobile liability for bodily injury and properly damage throughout all periods relevant to the execution of duties and obligations under this Agreement with minimum limits of One Million Dollars (\$1,000,000.00) per claim.

g. The insurance required herein shall be primary to any other valid and collectible insurance.

h. The Contractor must ensure that the Perrine DuPont Settlement, DuPont and the law firm of Gentle,
Turner, Sexton & Harbison, LLC, are listed as additional insureds on the above policies, as evidenced by
a Cortificate of Insurance verifying coverage limits.

Bonds: The Contractor shall furnish bonds covering the faithful performance of this Agreement and the payment of all obligations arising in connection therewith, said bonds to be in such form Claims Administrator approves, and with sureties that Claims Administrator approves, Approval of the bond form shall not be unresconably decide; reasons for denial shall be stated in writing. Each bond shall

contain a provision to the effect that changes in the Road Repair Services and/or modifications to this Agreement shall in no way relieve the surety of its obligations. Bonding provided by the Contractor shall equal the total contract value of this Agreement. Bonds may be furnished for different phases of the work so long as the penal value of each bond is commensurate with the value of each phase.

Sub-Contracts:

The Contractor may sublet to Sub-contractors acceptable to the Claims Administrator any portions of the Road Repair Services. Claims Administrator reserves the right to review and approve or disapprove all subcontracts as to scope of the Road Repair Services to be performed or for any reasonable basis. If Claims Administrator rejects a proposed subcontractor, it must state all bases in writing and allow Contractor to respond and request a reconsideration with a reasonable period of time. Such Claims Administrator's acceptance, review or approval, or the failure to accept, review, or approve

a subcontractor shall not be construed as relieving the Contractor of any responsibilities under this

The Contractor shall have full directing authority over and responsibility for the performance of all Road Repair Services which the Contracton subcontracts and shall not be relieved of its c. responsibility for the proper performance of the services contemplated herein due to subcontracting. The Contractor agrees to bind each and every Sub-contractor by the torms, conditions and provisions

of this Agreement applicable to Road Repair Sorvices, unless otherwise specifically agreed to in writing by the Claims Administrator.

Nothing contained in this Agreement is intended to or shall the same create any contracted or privily relation between any Sub-contractor and the Claims Administrator or any obligation on the part of the Claims Administrator to pay or to see to the payment of any moneys due my Sub-contractor.

OBLIGATIONS OF THE CLAIMS A

Midualary Dutles: The Claims Administrator shall be responsible for the interpretation of Court Orders and Road Repair Program documents, and any communications to the Claimants, the Finance Committee, the Claimants Advisory Committee, and the Court,

Amendments to the Road Repair Program: The Claims Administrator shall provide written notification В. to the Contractor of any modifications or amendments to the Road Repair Program. Modifications to the Road Repair Program that have a cost impact upon the Contractor shall, result in written,

reasonable prioting revisions effective as of the date of the modification or amendment.

Response Time: The Claims Administrator shall provide any written response required herein or otherwise C. reasonably required by the Contractor no later than five (5) working days after request. In instances where a response is needed faster in order to avoid delay, such response shall be provided sooner so as to avoid delay.

PROPERTY RIGHTS AND CONFIDENTIAL VI.

Computer, Equipment and Considerital Information. All computer equipment owned by the Contractor, programs, drawings, diagrams, specifications, manuals, forms, procedures, data files (but not the data therein belonging to the Claims Administrator), and all other information and materials of any nature existing before the commencement of the Road Repair Program and furnished, revealed or otherwise made available to the Claims Administrator by the Contractor, whether on the Contractor's premises or the Claims Administrator's premises (the "Confidential

Information"), shall remain the sole and exclusive property of the Contractor. All other Information, records, and documentation generated in carrying out the Road Repair Services contemplated herein are hereby designated the "Claims Administrator's Information." The Claims Administrator's Information shall be and remain the sole and exclusive property of the Claims Administrator. The Contractor shall return the Claims Administrator's Information to the Claims Administrator within thirty (30) days from the date of termination of this Agreement, while being able to maintain a copy on a confidential basis and also to be used to enforce the Contractor's rights under this agreement.

- B. Storage and Inspection: All documents, books, and records furnished to the Contractor by the Claims Administrator provided in accordance with this Agreement shall remain the property of the Claims Administrator; and all documents, books, and records of the Contractor provided in accordance with this Agreement partaining to any individual insurance, group insurance, or services, whether original records of the Contractor or furnished by the Claims Administrator, shall be open for inspection at the Contractor or furnished by the Claims Administrator, shall be open for inspection at the Contractor or furnished by the Claims agreed, at all reasonable times. The Contractor may store any or all of such documents, books, and records in microfilm, magnetic tape, or other electronic medium.
- C. Disposition, upon Termination of this Agreement. To the extent feasible, upon termination of this agreement, the Contractor shall return to the Claims Administrator all Claims Administrator Information received or created by the Contractor on behalf of the Road Repair Road Repair Program within ten (10) business days; however if it is not reasonably feasible, the protections of this Agreement continue to apply to such information after the termination of this Agreement.

VII. MANDATORY TERMS

The Mandatory Terms in Appendix A to the RFP and attached hereto as Exhibit B are a part of this Agreement, and are incorporated herein by reference.

VIII. INDEMINIFICATION

A. Indemnification of the Contractor. Claims Administrator agrees to indemnify and hold hamless the Contractor of any of its officers, or employees from any and all losses, haplility, damages, expenses or other cost of obligation, resulting from or adsing our of claims, demands, laysuits or judgments brought against Claims Administrator and/or the Contractor as a result or arising out of Claims Administrator's performance of his responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, Habilities, damages, or expense which arise out of or in connection with the Contractor's negligence, willful misconduct, or criminal misconduct.

B. Indemnification of the Claims Administrator. The Contractor agrees to indemnify and hold harmless the Claims Administrator or any of its officers, or employees from any and all losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments brought against the Contractor and/or the Claims Administrator as a result or arising out of the Contractor's performance of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Claims Administrator's negligence, willful misconduct, or criminal misconduct.

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IX. TERMINATION

A. Material Breacht If either party materially breaches this Agreement, the other party may terminate the Agreement provided that it notifies, in writing, the breaching party of the specific breach and allows the breaching party, the opportunity to cure the breach within fifteen (15) days of the date of the notice, If reasonable and substantial steps to cure the breach have not been corrected in fifteen (15) days, the Agreement may be terminated upon five (5) days further written notice. If a notice and opportunity to cure is generated by the Contractor for non-payment and not cured by Claims Administrator, the Contractor may, at its sole discretion, suspend performance upon expiration of the fifteen (15) days the Contractor shall be entitled to an equitable adjustment to this Agreement.

B. Termination to: Insolvency: If either party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all, or a substantial part, of its assets; files a voluntary petition in bankruptcy; admits in writing to its mability to pay its idebts as they become due; makes a general assignment for the benefit of queditors; files a petition or an answer seeking reorganization or rearrangement with creditors, or, as a debtor, invokes or takes advantage of any insolvency law, or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such party bankrupt or insolvent or approving a petition seeking reorganization of such party of all, or a substantial part, of its assets, and such order, judgment, or decree continues unstayed for thirty (30) days, then the other party may, by written notice, terminate this Agreement offective on any future date specified in such notice.

The mination for Convenience: The Claims Administrator reserves the right to terminate this Agreement and all rights and obligations hereunder without cause, or for convenience, at its sole discretion, at any time after five (5) days written notice. In the event Claims Administrator terminates this Agreement without cause then Claims Administrator shall reimburse the Contractor for any reasonable out-of-pocket costs and expenses incorred for the actual preparation and/or performance of Work and for . reasonable list:

D. Effect of Termination: In the event of a termination, this Agreement shall be of no further force or effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.

E. Continuation of Servicest Except for termination due to Claims Administrator's breach, the Contractor agrees that upon completion of the work, at Claims Administrator's request for continuation of services, it shall continue to provide services hereunder, provided Claims Administrator comples with all the terms and provisions of this Agreement in effect prior to the learnington. The fees for such continuation period shall be equitably adjusted.

F. Information Transfer: In the event of termination of this Agreement, the Contractor agrees to provide Claims Administrator all information in the Contractor's possession pertaining to all services, records, and affects related to this Agreement, consistent with reasonable industry norms, are willing five (5) business days. The Contractor may provide the data by electronic or wire communication or a media type such as disk, tape, or CD.

X. CHOICE OF LAW AND RESOLUTION OF ALL DISPUTES

A. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

B. Resolution of All Disputes: In accordance with the Mandatory Terms in Appendix A to the RFF and attached hereto as Exhibit B, the Circuit Court in Harrison County, West Virginia, fetalis continuous and exclusive jurisdiction and supervision over the Property Remediation Plan and over this Agreement, and any agreements related thereto. Any judicial proceeding arising out of or relating to this Agreement may be brought only before the Circuit Court of Harrison County West Virginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison

County West Virginia. The Parties irrevocably and expressly submit to the Jurisdiction of the Court over any such proceeding. The Parties irrevocably and expressly waive any objection that they might now or hereafter have to the Inying of venue for such proceeding in the Circuit Court of Harrison County West Virginia and any claim that any such proceeding in the Circuit Court of Harrison County West Virginia has been brought in endaconvenient forum.

Mediation: Prior to litigation or juridical proceeding, the Parties must first subject the dispute to mediation as a condition precedent. Mediation shall be administered by a mediator to be agreed upon by the parties.

XI. MISCELLANEOUS

C.

Prount Notification of any and all Complaints: The Contractor and Claims Administrator bell mutually agree that each shall both promptly notify in writing the other of any and all complaints and/or issues which relate to or arise from this Agreement contemplated herein, and the Contractor and Claims Administrator shall work in tandem to resolve any and all claims and/or complaints which may arise.

Correlation of Documents. The Agreement documents are complementary and what is called for by any one of the documents described herein and introduced herein are building as if called by all. There are carain operations, labor, equipment, materials and things reasonably inferable from the Agreement as being necessary to produce the intended results; even though no mention thereof is made in and Agreement, such omission shall not relieve the Contractor from its obligation to "provide all anch operations, labor equipment, materials and things reasonably required Parts of the Road Repair Services described in words which when applied, have a well-known technical or bride menting shall be faintshed or performed in accordance with the recognized standards applicable to such meaning

Notice Majernes: Notivithstanding anything herein or otherwise which may appear to be to the contrary, neither party shall be responsible for delays or failures in performance under this Agreement resulting from any force majerne or acts beyond the reasonable control of the party. Such acts shall include, without limitation, acts of God, strikes, blackouts, riots, acts of war, epidemics, governmental regulations, firs, communication line failure, power failures, mechanical failures, storms or other disasters. Notwithstanding any other prevision, the Contractor shall be entitled to an equitable adjustment to this Agreement for labour the failures.

D. <u>Notice</u>: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally hand delivered or, if sent via overnight mail upon receipt, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

a. If to the Claims Administrator, to:
The Portine DuPont Properly Remediation Road Repair Program
Spelier Volunteer Fire Department Office
55 B Street
PO BOX 257
Spelter, West Virginia 26438
Attention: Edgar C. Gentlo, III, Esq.
Claims Administrator
With an email copy to esorowagen@aol.com

1.	Y.C	A . C . A	
b.	II IO	the Contractor	, το

Attention:
or to such other address or person as hereafter shall be designated in writing by the applicable party

Entire Agreement: This Agreement and all exhibits and schedules hereto constitute the entire agreement between the Parties hereto pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the Parties hereto in connection with the subject matters hereof. All exhibits and schedules are incorporated into this Agreement as if set forth in their enfirety and constitute a part hereof. Any exceptions or reservations set forth by the Contractor in any responses to the RFP shall not be part and parcel of this

Agreement, excepting those that are explicitly acknowledged herein. Modifications in Writing No failure or delay on the part of any party in exercising any right, power or reinedy hereinder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, predlude any other or further exercise thereof or the exercise of any other right, power or romedy. The femedies provided for herein are olimulative and are not exclusive of any remedies that may be available at law of in equity or otherwise. No amendment, modification, supplication, termination or walver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective moless the same shall be in writing and signed by or on behalf of the party subject to the enforcement thereof. Any amendment, modification or supplement of or to any provision of the Agreement; any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for

the specific purpose for which made or given. Confileting Terms: In the ovent that any farm shall conflict with any of the torms contained in any of the documents which are part and parcel of this Agreement including but not limited to, Claims Administrator's REP, the Contractor's Response to REP, and/or my other Exhibits attached hereto,

and/or only other documents identified in this Agreement, this Agreement shall control.

Severability. In the event any provision of this Agreement is held invalid, illegal or uncuforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the eyecht any provision of this Agreement is held to be unenforceable as written, but enforceable if modified then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and shall be enforced to that extent.

Nothing contained in this Agreement and no action taken by the Relationship: Parties pursuant hereto shall be deemed to constitute the Parties as a partnership, an association, a joint venture or other entity. It is expressly agreed that neither Party for any purpose shall be desired to be an agent,

ostensible or apparent agent, employee, or servant of the other Party.

r.

H.

K.

Hendings and Captions: The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a past hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or

describe the scope or extent of this Agreement or any of its ferms or conditions.

Binding Effect on Sucressors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties Roreto and their respective heirs, legal representatives, successors and assigns. In the event of assignment, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect and the party making the assignment shall remain liable and responsible for the due performance of all of the terms, covenints and conditions of this Agreement that it is obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (and their respective hoirs, successors, legal representatives and permitted assigns) my rights, remedies, liabilities or obligations under or by reason of this Agreement. However, neither the Claims Administrator, nor the Contractor may assign the rights and obligation's provided hereunder without the prior written express permission of the other party, which shall not be unreasonably denied. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

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L	Changes in Law: If	changes	in the laws p	ratorially offe	ct a party	's rights and obl	igations u	ider this
	to the terms of this Apr	eement in	i eood faith I	the Parties ca	unot agre	o to modify terms	that com	nly with
•	the changes in laws, il	en either	party may to	minaté this A	greement	upon thirty (30)	days prio	written
	notice.	,	V			• • • • • • • • • • • • • • • • • • • •		
M.	Advertising, Promotion as one of the Contract	n, and Lit	ade Namet II	he Contractor I	may no: es≊to∈nrör	t tist Claims sessis for the dev	Adminis Slovinent	of now
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Edgar C.	Gentle, III		<i>.</i> •			•	et.	
Title: Clai	ms Administrator	er.				and the second s		chiste and

WITNESS:

STATE OF WEST VIRGINIA COUNTY OF HARRISON, TO-WIT

I, Donald L, Kopp,II, Glerk of the Fifteenth Judicial Circuit and the 18th Family Court Circuit of Harrison County, West Virginia, hereby certify the foregoing to be a true copy of the ORDER entered in the above styled action on the

12 May of Filming - 20 He

IN TESTUMONY WHEREOF, I hereunto set my hand and affix the Seal of the Court of is: 1/2/2 Cay of Medical Access 2014.

> Fifteenth Judicial Circuit & 18th Family Court Gircuit Glenks Harrison County, West Virginia

EXHIBIT B TO AGREEMENT: REQUEST FOR PROPOSALS (RFP)

REQUEST FOR PROPOSALS (RRE) FOR THE ROAD RE-PAVING/REPATR PROCRAM IN THE PERRINE DUPONT SETTLEMENT

Project Title: ١,

The Perrinc DuPont Settlement Road Re-Paving/Repair Program

2. Contact Person: Edgar C. Gentle, III, Esq.

Special Master and Claims Administrator

Perrine DuPont Settlement Remediation Administration

ATTN: Edgar C. Gentle, Claims Administrator C/O Spelter Volunteer Fire Department Office

55 B Street P. O. BOX 257

Spelter, West Virginia 26438

(304) 622-7443 (800) 345-0837

Website: www.perrinedupont.com perrinedupont@gtandslaw.com

Format: 3,

One (1) paper copy and one electronic disc or USB flash drive.

4. Proposed Budget: Budget will be negotiated upon selections.

6. Re-Paving/Repair Area:

The roads to be repaired, resurfaced and paved are shown in the Maps in Attachment 1 (the "Road Repair List"), and are listed as follows:

Spelter Roads:

County Road ("CR") 19/90

1) 1st Street -2) 2nd Street -CR 19/91 3) 3" Street -CR 119/10 4) 4th Street -CR 119/9 5) 5th Street -CR 119/10

6) 6th Street -CR 24/12 CR 119/11 7) A Street -

CR 19/33 (From Spelter side of bridge to the top of hill) 8) B Street -

9) C Street -CR 119/10

Erie Roads:

10) Maple Ave -CR 19/32

11) Rose Street/Poplar Street - CR 19/34

7, Issuance Date: February 24, 2016

8, Bidder Questions Conference Call:

March 9, 2016

Issued: February 24, 2016

9,	Bid Submission Deadline:	March 16, 2016 - delivered no later than 5:00 PM CST.
10.	Bidder Interview Date:	March 22, 2010 March 25 8:00+9:00
11.	Award(s) Date:	April 1, 2016
12.	Project Start Date:	April 18, 2016

L. REPAIR, RESURFACING AND PAVING OF BLIGHEE ROADS

A. Introduction

The Perrine DuPont Settlement (the "Settlement"), involves, in part, the remediation (clean-up) of property in and around Spelter, West Virginia, because of heavy metals contamination. To implement the clean-up process, the use of heavy trucks and other equipment was required, which subsequently may have caused damage to the roads named in the "Road Repair List" provided above and shown in the Maps in Attachment I (the "Eligible Roads").

Under the Settlement, the Honorable Thomas A. Bedell, Circuit Judge of Harrison County, West Virginia, by Order dated February 12, 2016, in Attachment 2, has approved the Road Repair Program to repair, resurface and pave the Eligible Roads.

In an effort to improve road conditions, the Eligible Roads need to resurfaced and paved, as more fully described below in the Scope of Work. (See, Section I, Part C).

B. Koy Components of the Request for Proposition (RRP)

All bids shall:

- Include a Price Proposal for the repair, resurface, and paving of the Eligible Roads, and milling of joints (as needed to the new asphalt into existing pavement) for the Scope of Work, as defined in Part C below.
- 2. Respond directly showing your ability to conduct the Scope of Work, within a time-frame acceptable to the Claims Administrator.
- Be delivered to Edgar C. Gentle, III, Esq., Claims Administrator, the Perrine DuPont Settlement Remediation Administration, 55 B Street, P. O. BOX 257, Spelter, West Virginia 26438. All documents should be delivered no later than March 16, 2016 @ 5:00 PM CST.

C. Scope of Work

The Scope of Work for the proposal encompasses road repair, resurfacing and paving of the Eligible Roads.

Eligible Roads are to be overlaid with two (2) inches of TXPE Wear Surface. Prior to resurfacing the overlay, all existing pot holes and other defects are to be filled and repaired. Once all existing potholes are filled and other defects repaired, the Eligible Roads are to be resurfaced and paved with two (2) inches of TYPE Wear Surface. The new surface on the Eligible Roads will then be graded and blended with all connecting right-of-ways, including roads, streets, alleys, driveways, and the like.

II. PRICE PROPOSAL

A Price Proposal must be submitted and accompany the bid. The name of the bidding firm and the date of submission shall be clearly marked at the upper right hand corner of the bid.

III. ADDITIONAL NECESSARY FREMS

- 1. Please provide a list of all current applicable insurance policies.
- 2. Please state whether you are certified/licensed by the West Virginia Department of Transportation ("WVDOT"), Division of Highways ("DOH") (Collectively, referred to as the "WVDOH") as an approved subcontractor/vendor.
- 3. Please provide your experience in complying with the Americans with Disabilities Act ("ADA"), and please state how the job will comply with ADA.
- 4. Identify any exceptions or special conditions applicable to the proposed scope of work.
- 5. List the last three road repair and resurfacing/paving jobs you performed, and the contact person details.
- 6. Only bidders who provide their own traffic control and flag personnel will be considered. Also, bidders must be able to provide due notice, such as adequate signage and notification to proper authorities, including the WVDOH, before any and all road closures and throughout the entire road repair and improvement program.
- · 7. Completion of Appendix A Mandatory Terms, is mandatory.
 - 8. Bidders must be in compliance with all applicable state and federal laws governing the project, including, but not limited to, any state and federal environmental laws, and equal protection laws, such as the Americans with Disabilities Act ("ADA").
 - The project is to be commenced no later than May 2016 and completed no later than November 2016.

IV. BIDDER REVIEW PROCESS.

Based upon bidder presentations during the interview process and review of the RFP submissions, the Claims Administrator will determine one or more preferred candidate(s). The preferred candidate(s) will be chosen based upon the following:

- 1. Estimated total cost, fixed costs, unit costs, and contract terms and conditions;
- 2. Responsiveness to all aspects of this solicitation;
- Technical merit (i.e., approach detail, appropriateness of approach, experience & depth of risk assessment, staff, probability of method success, plan with regard to community outreach);

- 4. Ability to meet the determined schedule; and
- 5. Bidders ability to meet all mandatory terms, including the form contract.

If a negotiated contract is not achievable or funds are not available, the Claims Administrator has the option to award no contract, or to award multiple contracts, or to award a contract to bidder(s) who are not the preferred candidate(s).

Uppnersquest, there may be an apportunity for an aptional site visiting the opposite Roads subject to this project. A conference coll shall be rell on March 2, 2018, at 2100 PM tastora. Time with the Claims Administrator to allow for any questions that you may have regardly this solicitation.

APPENDIX A TO RFP: MANDATORY TERMS

REQUEST FOR PROBOSALS (REP.) FOR THE ROAD RE-PAVING/REPAIR PROGRAM IN THE PERRINE DUPON'S ETTLEMENT

AFPENDIXA ACCEPTANCE OF MANDATORY TERMS

The following are the mandatory terms and RFP requirements that shall be met by the successful bidder(s):

General

ι,	Didder agrees that the response to the VLL and any superducting open temptone (seet and man over)
	and interview responses) shall be considered part of the final agreement and contract.

2.	Bidder understands that the contract with the Settlement will be substantially in the form of Attachment 3. Please list your exceptions (if any) to the contract below:				
		23.18 3. 27.2 2.18			

Account Mainigement

- 3. Bidder will provide a representative to attend meetings as necessary at the job site.
- 4. Bidder will maintain a database regarding the road repair services for all Eligible Roads.
- 5. Bidder will assign a main contact person to interface with the Claims Administrator throughout the road repair program and as long as any executed contract is in effect. This person will be charged with providing requested information and documentation within a twenty four (24) hour period.

Data Systems, and Reporting

- Bidder will accept electronic data transfer and administer information regarding the road repair program in a confidential manner.
- Bidder will provide road repair data for all Eligible Roads to the Claims Administrator in electronic format.

Financial Probosal

8. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

Americans with Disability Apr Compliance

9. The successful bidder will comply with all applicable Americans with Disabilities Act ("ADA") terms and provisions as determined by the bidder and the West Vitginia Department of Transportation, Division of Highways, For example, compliance may include the installation of wheel chair ramps for two (2) sidewalks, totaling approximately 900 feet, at intersections on 1" Street and B Street.

Additionally, the successful bidder will comply with all other applicable federal and state laws and regulations, such as the Equal Employment Opportunity laws and regulations as set out on the WVDOH website (http://www.figuy.gov/figus.gov/figus/defmilhuspx), and demonstrate any and all related certification(s) and licenses demonstrating compliance where required.

Consent to Jurisdiction and Walver of Oliverlong

10. Bidder, by its execution of the Agreement (to be substantially in the form of Attachment 3), submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Perfile. Each, V. E. L. Dufford De Memours and Company, et all, Case No. 04-C-296-2, (the "Dufont Case") for all purposes related to or arising out of Bidder's proposal to provide road repair services for all Eligible Roads. In addition, Bidder hereby waives any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the <u>Dufont</u> Case to hear and determine any and all disputes that might arise out of or be related to the services described herein, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the <u>Dufont</u> Case,

Confidentiality Agreement.

11. Bidder understands that the Court in the <u>Diffort</u> Case has ordered that the data be maintained in a confidential manner, and state that Bidder will not reveal this information to anyone outside of authorized personnel in the bidder company unless Bidder has express permission to do so from the Honorable Thomas A. Beddell or the Claims Administrator. Bidder further understands that if Bidder violates this pledge of confidentiality, Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

<u>Other</u>

- 12. Only bidders who provide their own traffic control and flag personnel will be considered. Also, bidders must be able to provide due notice, such as adequate signage and notification to proper authorities, including the WVDOT and the DOH, before any and all road closures and throughout the entire road repair program.
- 13. The West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, adopted 2010 and amended by the West Virginia Department of Transportation, Division of Highways, Supplemental Specifications, dated January 1, 2016, "the Contract Documents and the Contract Plans" are the governing provisions applicable to this road repair project.
- 14. The West Virginia Department of Transportation, Division of Highways, Standard Details Book, Volume I, dated January 1, 2000 and Volume II, dated January 1, 1994 shall apply to this road repair project. The following revised standard drawings (also available at http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx) supersede the aforementioned Standard Details: (1) Typical Pavement Markings TEM-2; Revised on January 29, 2010, and (2) Channelization, Word and Symbol Markings TEM-3; Revised on January 29, 2010
- 15. The Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition, dated May 1, 2006 shall apply to this project.

- 16. The bidder shall be responsible for coordination of contract work with utilities when they are involved or in conflict. The bidder has full responsibility for any damage to any utility or lighting system-caused by contract activities.
- 17. Bidders must be in compliance with all state and federal laws related to and governing the project, including but not limited to, any state and federal environmental laws and equal protection laws.

By signing the below, I, (company nat	hereby represent that I have the authority and power ne), and that I will comply with all of the terms as set
forth hereinabove.	•
Company Name:	There is t
By:(Sign name	Date
(Print name)
(Title with the Co	ompany)

ATTACHMENT 1 TO REP:

LIST AND MAPS OF ROAD RE-PAVING/REPAIR PROGRAM

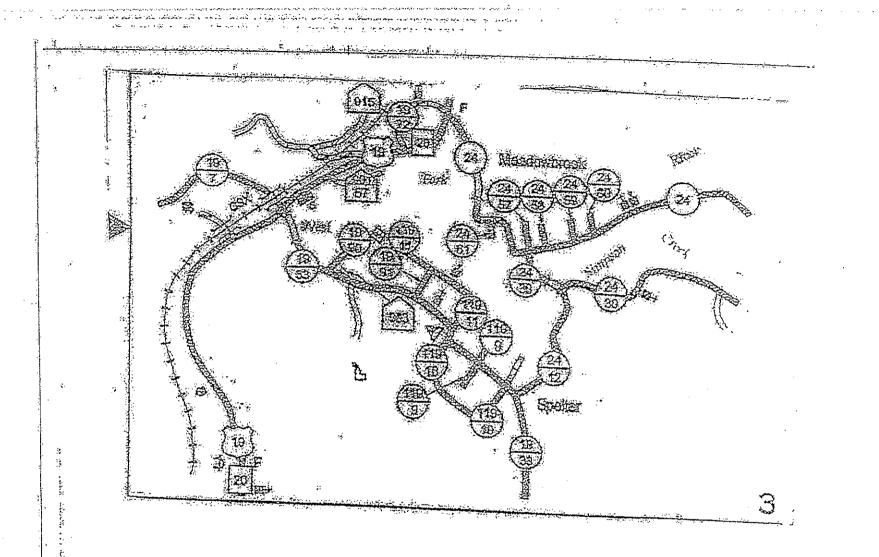
ROAD RE-PAYING/REPAIR LIST

I. Spelter Roads

- 1) It Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) 3rd Street CR 119/10
- 4) 4th Street CR 119/9
- 5) 5th Street CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

II. Erle Roads

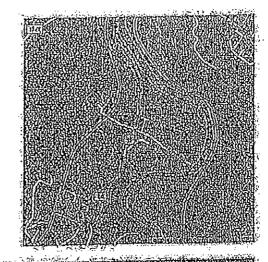
- 10) Maple Ave CR 19/32
- 11) Rose Street/Poplar Street CR 19/34

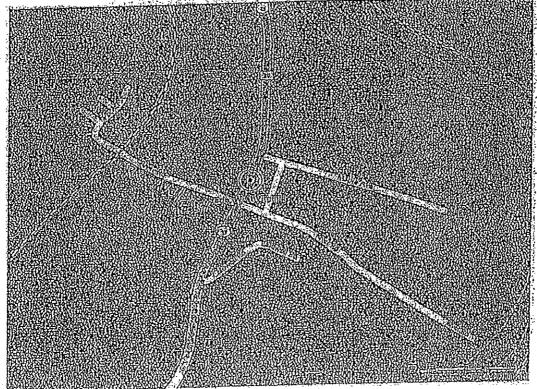


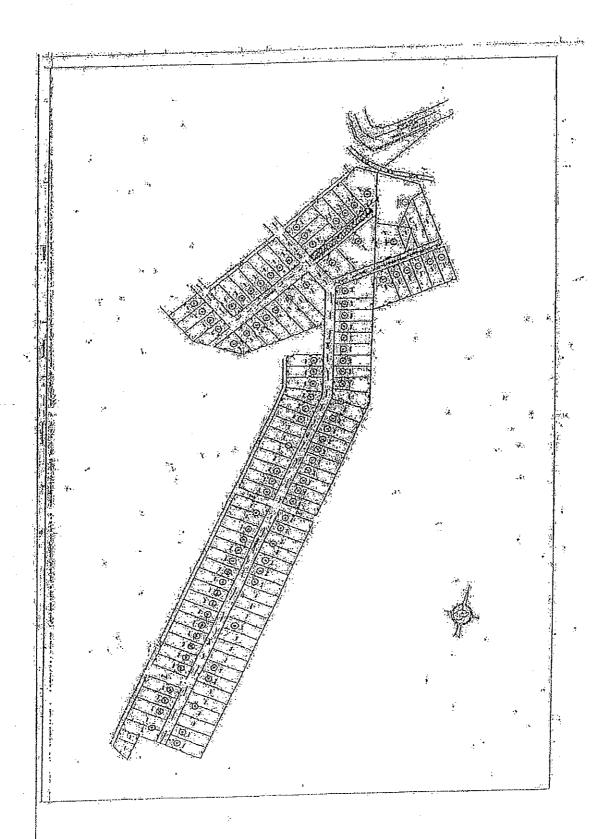
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Notes

Erie, WV - Roads to be repaired/resurfaced





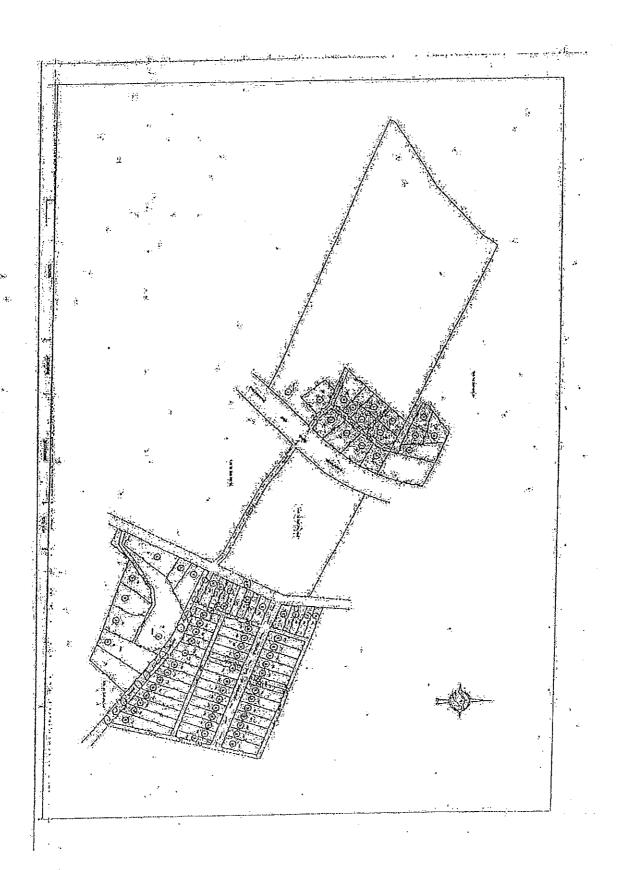


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IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA
LENORA PERRINE, et al.,

Plaintiffs,

Case No. 04-C-296-2 Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS & COMPANY, et al.,

.Defendants:

THAL OF DUE, AFTER OVING OF THE DESCRIPTION OF THE SOADS
SUBJECT TO THE ROADS WAS PRAYING OF THE ROADS
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Presently before the Court is the Claims Administrator's February 11, 2016 Report (the "Claims Administrator's Report"), submitted for review and consideration in connection with the Settlement Property Remediation (Clean-Up) Program approved by the Court's June 27, 2011 Order, regarding the implementation of a portion of the Court's April 15, 2014 Order approved Settlement Road Repair and Improvement Program ("Road Repair Program"). The Road Repair Program has three parts: (i) road re-paving/repairs; (ii) alleys; and (iii) drainage. The portion of the Road Repair Program subject to this Order is the first step of the program, road re-paving repairs. The roads subject to the road re-paving portion of the program are illustrated in the Maps in Whibit A, and are listed below:

I. Spelter Roads

- 1) 1" Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) 3rd Street CR 119/10

- 4) 4th Street CR 119/9
- 5) 5treet CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10"

II. Frie Roads

- 10) Maple Ave CR 19/32
- 11) Rose Street/Poplar Street CR 19/34

To begin this portion of the program, the Claims Administrator's Report requests that the Court consider: (i) finalizing of the roads to be so re-payed/repaired, as described above and depicted in Table 1. (ii) approving the Bidder List of qualified bidders for this portion of the program in Exhibit 2. (iii) approving the Request for Proposals form to be used to obtain the lowest qualified bid in Exhibit 2. and (iv) approving the form of Agreement with the successful bidder in Exhibit 2.

After a careful review of the Claims Administrator's Report, along with the list of maps of the roads to be re-paved/repaired, the Bidder List, the Request for Proposals and the Agreement, and in consideration of the applicable law, the Court ORDERS AND APPROVES: (i) the map and description of the roads subject to the road re-paving/repair portion of the Road Improvement Program depicted in Exhibit A; (ii) the Bidder List of qualified bidders for the work contained in Exhibit B; (iii) the Request for Proposals form to be used in obtaining the lowest qualified bidder in Exhibit B; and (iv) the form of the Agreement with the successful bidder in Exhibit D; with the resulting Agreement with the lowest qualified bidder to be substantially in the form of Exhibit D, but subject to negotiations.

IT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

James S. Arnold, Esq.
Thomas Combs & Spann, PLLC
P. O. Box 3824
Charleston, WV 25338
DuPont's Finance Committee Representative

Meredith H. McCarthy, Esq. Guardian Ad Litem for Children 901 W. Main St. Bridgeport, WV 26330

Virginia Buchanan, Esq.
Levin, Bapantonio, Thomas, Mitchell,
Rafford & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591
Plaintiffs' Finance Committee Representative

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P. O. Box 257 Spelter, WV 26438

Okilar Propared by

Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison

P. O. Box 257

Spalter WW 26438

Jacks Legal Group, P.L.L.C.

W.Va. Bar No 11044 United Federal Credit Unit

United Federal Credit Union Building

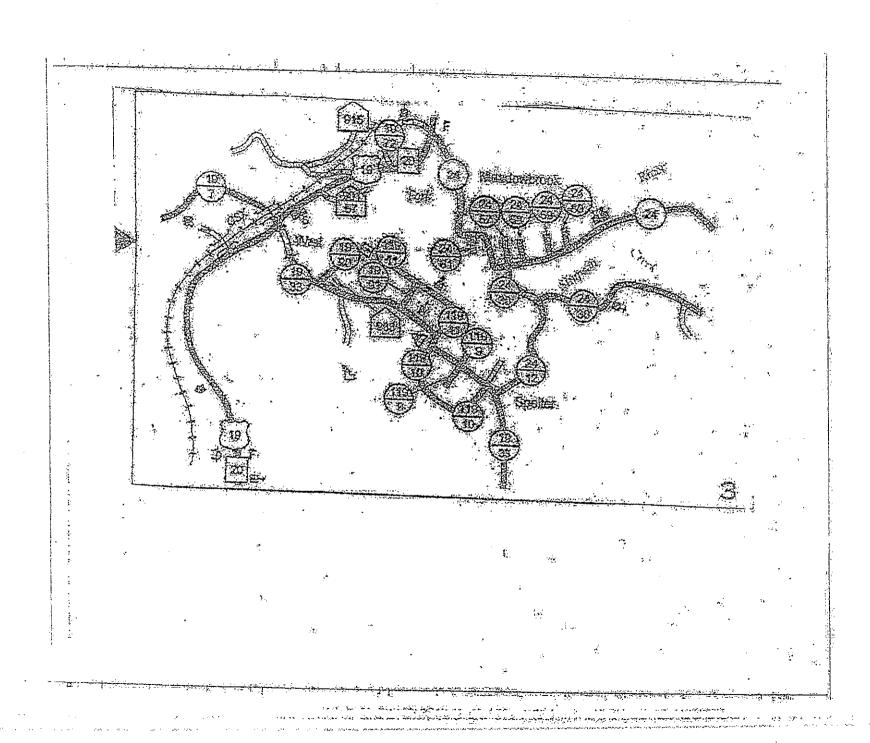
3467 University Ave, Suite 200 Morgantown, WV 26505

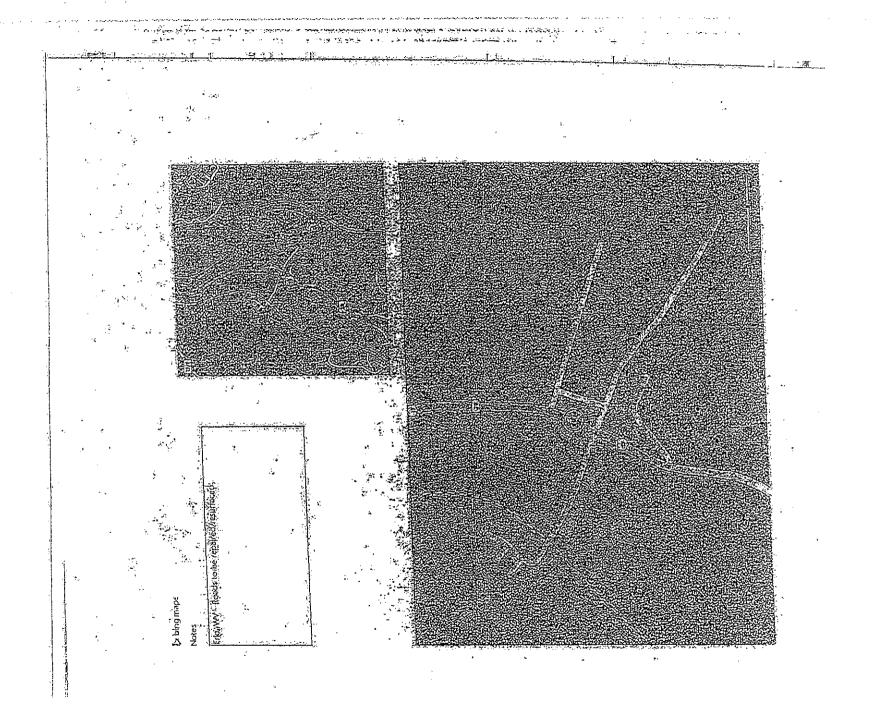
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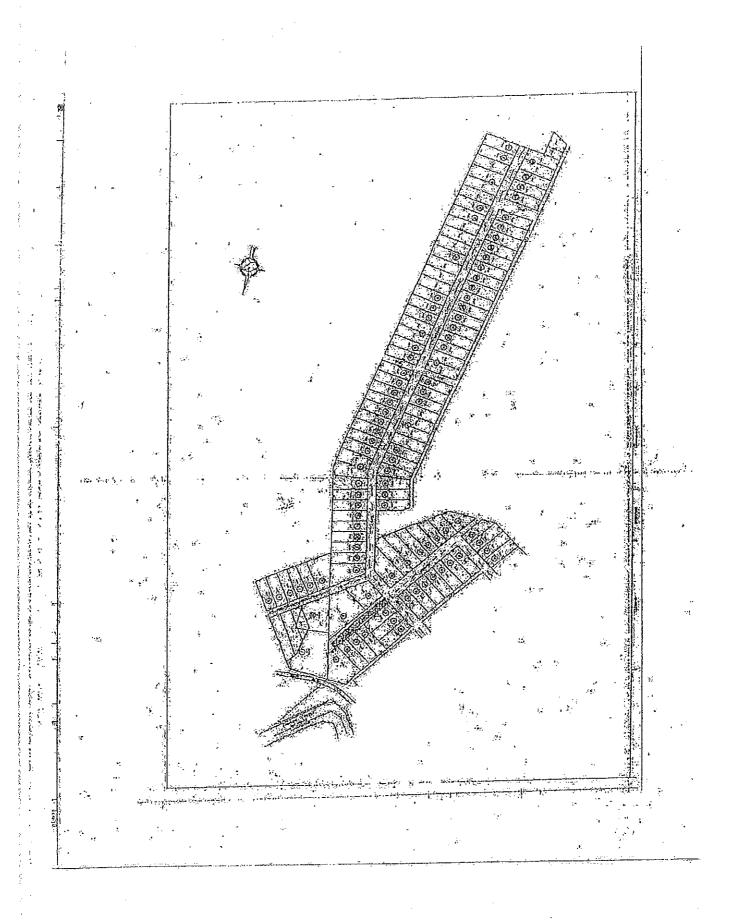
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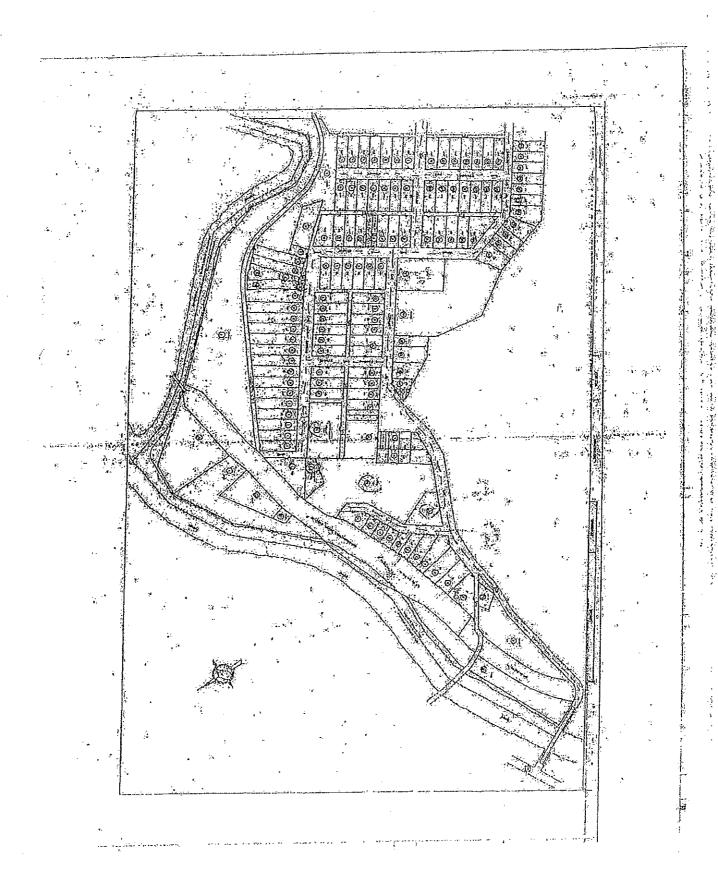
Thomas A. Bedell, Circuit Judge

PONITION OF THE SECTURAL MIR AND WITHOUS INVITATION OF A SIME INCITATION TO BOA









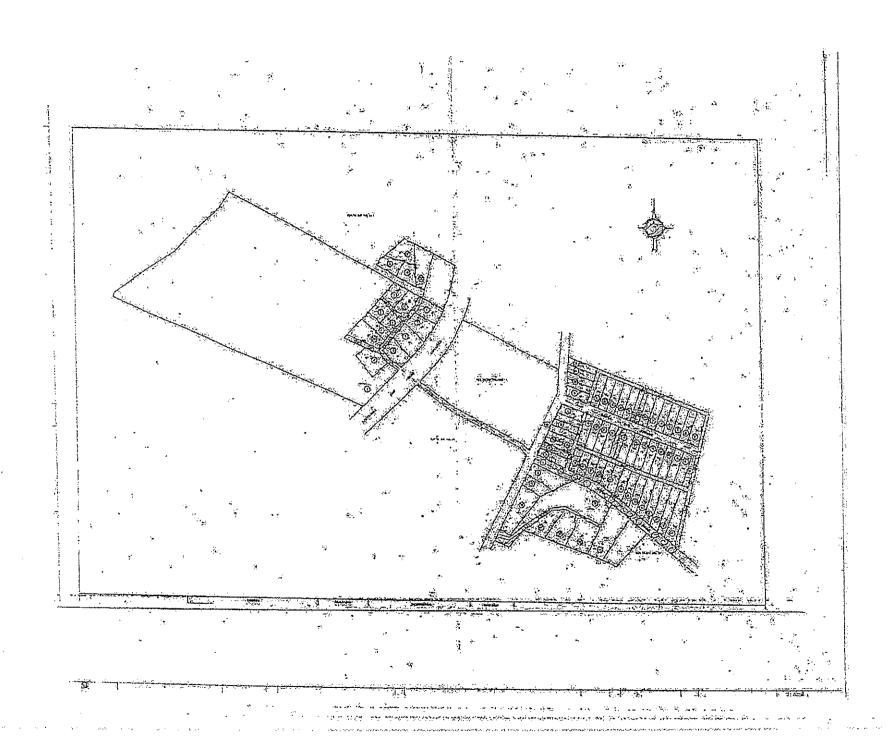


EXHIBIT B TO ORDER:

ROADRE-PAVING/REPAIR PORTION OF TELE SECULIARIENT ROAD REPAIR AND THEROVEMENT PROCESAM BIDDERIAST

Road Repair Program - Bidder List

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North Central Paving, Inc.	Patty Johnson	ncoavingwv@sol.com	(304) 592-1861	5750 Saltivell Boats.	Stidgeport +	w.	26330
J F Allen Company	Chris Dean	cdean@jfallenco.com •	(304) 472-8890	PO Box 2049	Buckhannon		26201
Dodd Paving	7		[804] 522-1083	1 Dodd Lh	30dgeport	WV"	26330
West Virginia Department of Highways	Larry Weaver .	Rarry.b.weaver@wv.gov	(304)-842-1500-	Property of the second	de la la la companya de la companya	100	******
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EXHIBIL C LO OKDEK:

REQUESTION PROPOSALS (RED) OR THE ROAD EDEATE PROGRAM

The Perrine DuPont Settlement Road Repair Program Project Title: 1., 3.7

Special Masteroud Claurs Administrator Egyptic Dipont Sollement Romethation Administration ATTO, Topar C. Gande, Claure Administration Edgar C. Gentle, III, Esq. Contact Person; 21, CO Speller Volunteer Fire Department Office

55 B Street .P. O. BOX 257

Spelter, West Virginia 26438 (304) 622-7443

(800) 345-0837

Website www.perrinedupont.com perfinedupont@gtandslaw.com

One (1) paper copy and one electronic disc or USB flash drive.

Propósed Budget:

Budget will be negotiated upon selection.

Repair Repair 65 Area:

The roads to be repaired, resurfaced and paved are shown in the Maps in Attachment I (the "Road Repair List"), and are listed as follows:

Spelser Roads:

County Road ("CR") 19/90

1) I" Street -2) 2nd Street -CR 19/91 3) 3rd Street -CR 119/10

4) 4th Street -CR 119/9 CR 119/10

5) 5th Street -6) 6th Street -CR 24/12

CR 119/11 7) A Street -

CR 19/33 (From Spelter side of bridge to the top of hill) 8) B Street -

9) Ç Street -CR 119/10

Erie Roads:

10) Maple Ave. CR 19/32

11) Rose Street/Poplar Street - CR 19/34

Issuance Date: 7.

February 22, 2016

Bidder Questions 8. Conference Call:

March 7, 2016

Issued: February 22, 2016

9: Bid Submission Deadline:

March 14, 2016 - delivered no later than 5:00 PM CST.

10. Bidder Interview
Date:

March 22, 2016

11. Award(s) Date:

March 29, 2016

12. Project Stort Date:

April 11, 2016

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Introduction

The Dervine Dupont Settlement (this "Settlement"), have 1) as, in part the remediation (clean-up) of property the and around "Apella". West: Virginia, decruise of divary distinct was required, which implement the cleanaup process, the use of heavy tricks and office applications was required, which albeduently may there caused thouses the roads named in the Road Ropair Lists provided albeduently may they caused thouses to the roads named in the Road Ropair Lists provided above and shown in the Maps in Absolutent Little "Eligible Roads").

Under the Settlement, the Honorabile Themas A. Bedell, Cheally under ce Honison County, West Virginia, by Order dated. My Attachment 2, has approved the Road Repair Program to reputh, resurface and paye the Mightle Roads.

In an effort to improve road coudifions, the Bigible Roads need to resurfaced and paved, as more fully described below in the Scope of Work (Sec. Section L. Fart C).

icov Chapparetis of the Capucit for Proposite Frat) В,

All bids shall: .

2,

- Include a Prior Proposid for the repair, residefuld, and histing of the Eligible Routs, and milling of joints downcaded to the new asphalt hills exhibit something for the Scope of Work, as defined in Part C below.
- Respond directly shoulding your ability to conduct the Scope of Work, within a time-frame acceptable to the Clinic Administrator. 2.
- Be dullyored to Edgar E. Genlis, III, Esq., Clübys Administrator, the Partice Duront, September Remodilation Administration, 55 B Eleger F. O. BOX 257, Spoller, West Virginia 28438. All documents should be delivered no labor than March. 11, 2014 @ 3. 5:00 PM CST.

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The Scope of Work for the proposal encompasses road repair, resurfacing and paving of the Eligible Roads.

Eligible Regals are to be excitated with two (2) inches of TYPE-1 Wear Sinface Prior to resurfacing the exercise and other detects are to be filled and repaired. Once all exciting particles and other detects are to be resurfaced and exciting particles and other detects repaired the Biglible Reads are to be resurfaced and exciting particles on the filled and other detects repaired. The new arriags on the filling the Reads and private with two (2) inches of TYPE-1. Went Surfaces. The new arriags could be graded and blooded with all countries of the reads. And the filling reads, affects, fileys. driveways, and the like.

n: PRICE PROPOSAL

A Price Riopesti must be submillied and accompany the bid. The name of the hidding from and the date of submission shall be olderly marked at the prior right hand come of the bid.

III. AUDITIONAL-NECESSARY HERMS

- 1. Please provide a list of all ourrent applicable insurance policies.
- Please state whether you are certified/licensed by the West Virginia Department of Transportation (WVDOT), Division of Highways (DOH") (Collectively, referred to as the "WVDOH") as an approved subcontractor/vendor.
- Please provide your expodence on complying with the Amoricans with Disabilities Act
 ("ADA") and please state how the low will comply with ADA.
- 4. Identify any exceptions or special conditions applicable to the proposed scope of work
- List the last files road gepair and resultacion/paving jobs you performed, and the contact person details.
- 6. Only hidden who provide homewas in the control and the personner will be considered. Also, videns must be adjusted provide the hidden such as adopted signific and notification to proper adjusting, haduling the proper adjusting and all road allocates and broughouth and broughouth and broughouth and broughouth.
- 7. Completion of Appendix A Mandatory Terms, is mendatory.
- Bidders must be in compliance with all applicable state and federal-lays governing the project, including, but not limited to, any state and federal environmental laws, and equal protection laws, such as the Americans with Disabilities Act ("ADA").
- The project is to be commenced no later than May 2016 and completed no later than November 2016.

IV. BIDDER REVIEW PROCESS

Based upon bidder presentations during the interview process and review of the RFP submissions, the Claims Administrator will determine one or more preferred candidate(s) will be chosen based upon the following:

- 1. Estimated total cost, fixed costs, unit costs, and contract terms and conditions;
- 2. Responsiveness to all aspects of this solicitation;
- Technical merit (i.e., approach detail, appropriateness of approach, experience & depth of risk assessment, staff, probability of method success, plan with regard to community outreach);

4

Issued: February 22, 2016

- 4. Ability to meet the determined schedule; and
- 5. Bidders ability to meet all mandatory terms, including the form contract.

If a negotiated contract is not achievable or funds are not available, the Claims Administrator has the option to award no contract or to award multiple contracts, or to award a contract to bidder(s) who are not the preferred candidate(s).

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ATPHINIXA ACCHYTHICE OF MANDAYORY TERMS

The following are the mandatory terms and RFP requirements that shall be met by the successful bidder(s):

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- 1. Hidder terries that the response to the RuP and any subsequent decomentation (best and final offer, and into Vigor exponses) shall be considered part of the Unal agreement and contract.
- 2. Bludger inderstands that the contract with the Settlement will be substantially in the form of Attachment & Please Intyour exceptions (if any) to the contract below:

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- 3. Bidder will provide a representative to attend meetings as necessary at the job site.
- 4. Bidder will maintain a database regarding the road repair services for all Eligible Roads.
- 5. Didder Will artigh a main contact parson to interface with the Claims Administrator throughout the region will be charged region could be compared to the program will be charged will provided, administration within a twenty four (24) hour period.

Daid: Systems: and Roportipis:

- Bidder will accept electronic data transfer and administer information regarding the road repair program in a confidential manner.
- 7. Bidder will provide road repair data for all Eligible Roads to the Claims Administrator in electronic format.

Finnicial Proposal

8. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

Americans with Disability Act Complianco

9. The successful bildies will comply with all applicable Americans with Disabilities Act ("VDA") represented provisions as determined by the bildier and the West Virginia Department of Transportation, Dividien of Highways, For example, compiliance may include the installation of Wheel chair ramps for two (2) sidewalks, totaling approximately 200 feet at Intersections on 1" Street and B Street.

Additionally, the successful bidder will comfily with all other applicable federal and stitle laws and regulations, such as the Eguld Employment. Opportunity laws and regulations as set out on the Wylnold website (http://xvdvitionsnorlation.vv.qov/coo/Popes/default.espx), and demonstrate any and all related certification(s) and heroses demonstrating compliques whose required.

Consent to Junisdietion and Wolver of Objections

10. Bidder, by its execution of the Agraement (to be substantially in the form of Attachment 3), submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Roming Stalt, ACLI, Enfort Do Nemours and Company of all, Case, No. 04 C 296-2, (the "Duront Case") for all purposes related to praising our affelder's proposal to provide road repair services for all bligible Roads. In addition, Bidder hereby waives any and all objections it might otherwise assert to the affersoil purisdiction, venue, charither two files Counting the Direct Case of headand determine and which disputes that might wise a violated to the sorvices described hereby resurving the inglift to be listed in connection the European to appeal, Lenny, be advised, from any adverse described in connection the Direct Case.

Confidentiality Accoment

11. Bidder understands that the Court in the Bullont Case has ordered flat the data begins intended in a confidential marrier; and state that Hidder will not reveal this information to anyone or state of a confidential in the blader company unless Hidder breeze parties pointistion to desemble in the blader company unless Hidder breeze parties pointistion to desemble the Honorable Thomas A. Beddell or the Claims Admittally Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

Other.

- 12. Only bidden who provide their own trains wonto) and the possemnel will be considered. Also, biddens must be notice to provide the notice, such as adoquate nignees and nationalist to provide the notice and all read closures and info info info in the DOH, before any and all read closures and info info info in the control of the providence.
- 13. The West Eleginia Department of Transportation, Division of Highletin Standard Specifications. Reads and Indiages; adopted 2010 and amended by the West Physica Department of Transportation, Division of Highways, Supplemental Specifications, dated January 1, 2016, "Lie Contract Documents and the Contract Plans" are the governing provisions applicable to this road repair project.
- 14. The West Virginia Department of Transportation, Division of Highways, Standard Details Book, Volume I. dated January 1, 2000 and Volume II. dated January 1, 1994 shall apply to this road repair projects. The following revised standard drawings (also available at hitp://www.transportation.com/gen/figures/logineering/fage-vpublications/asps) superside the aforementioned Standard Details: (i) Typical Pavement Markings TEM-2; Revised on January 29, 2010, and (2) Chammelsation, Word and Symbol Markings TEM-3; Revised on January 29; 2010
- 15. The Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition, dated May 1, 2006 shall apply to this project.

- 16. The bidder shall be responsible for coordination of contract work with utilities when they are involved or in conflict. The bidder has full responsibility for any damage to any utility or lighting, system caused by contract activities:
- 17. Bidders must be in compliance with all state and federal laws related to and governing the preject, including but not limited to, any state and federal environmental laws and equal protection laws.

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ATTACHMENT L'TORFE:

LIST AND MAPS OF ROAD REPAIR PROGRAM

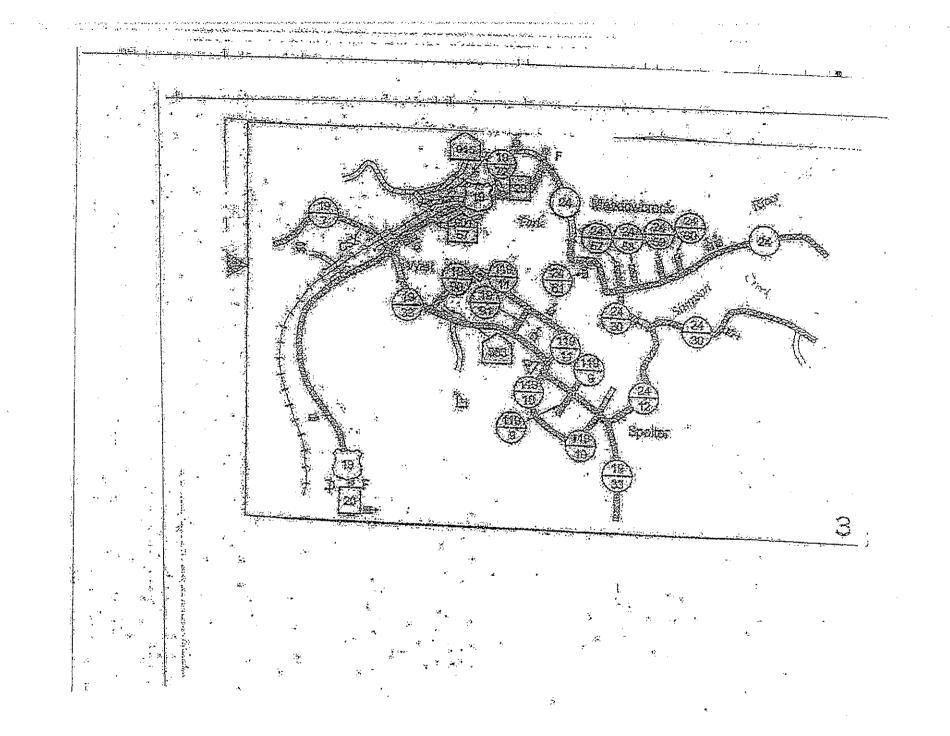
ROAD REPAIR LIST

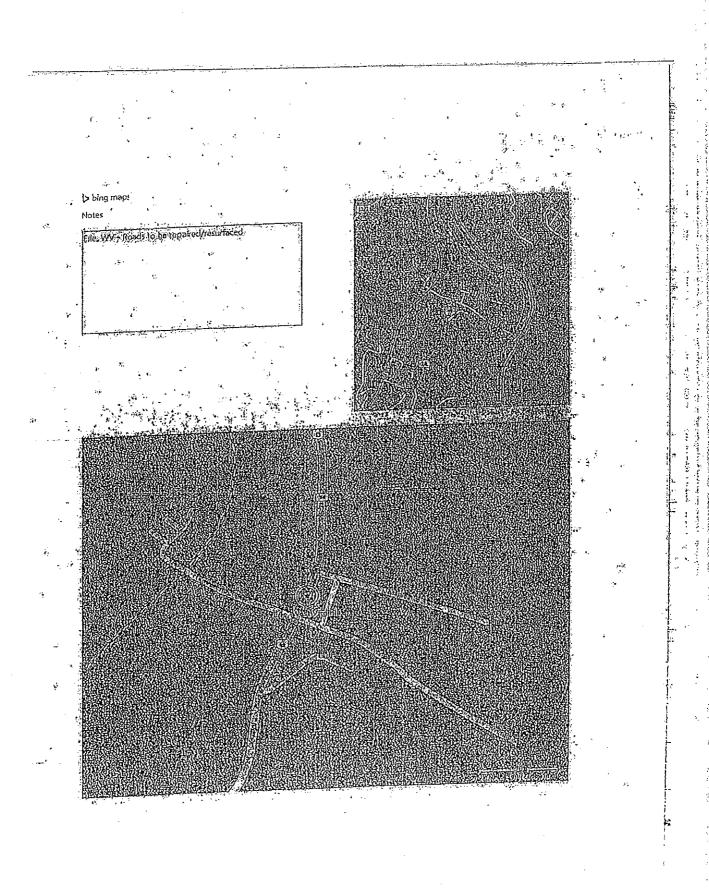
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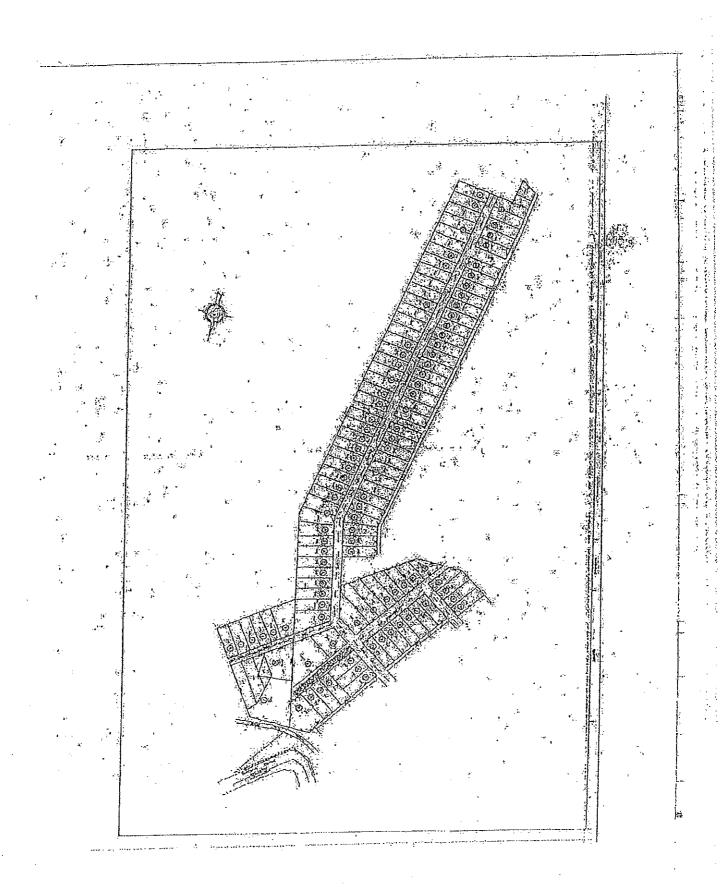
- 1) ' 1street County Road ("CR") 19/90
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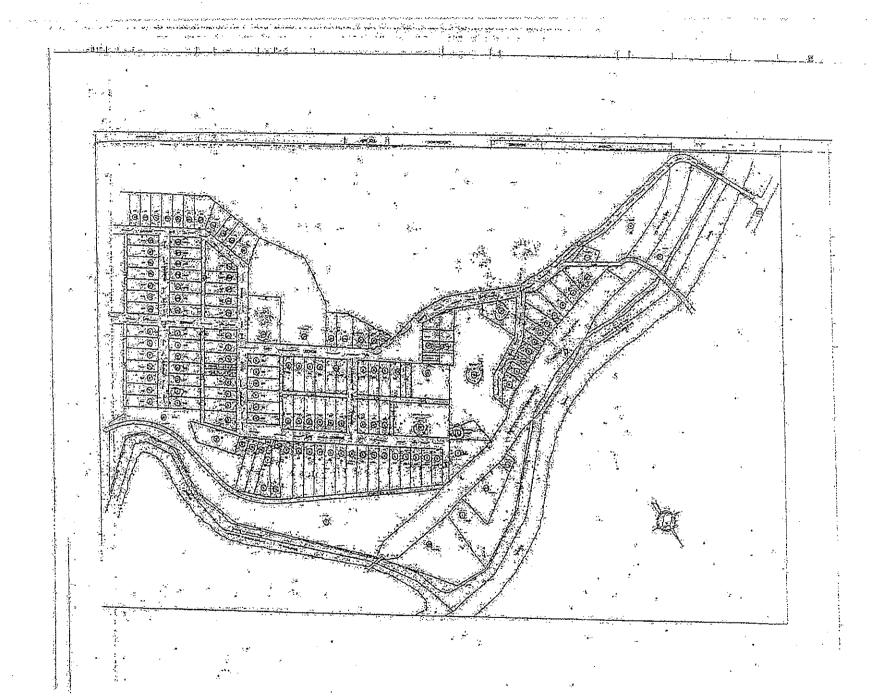
II. WrigRoads:

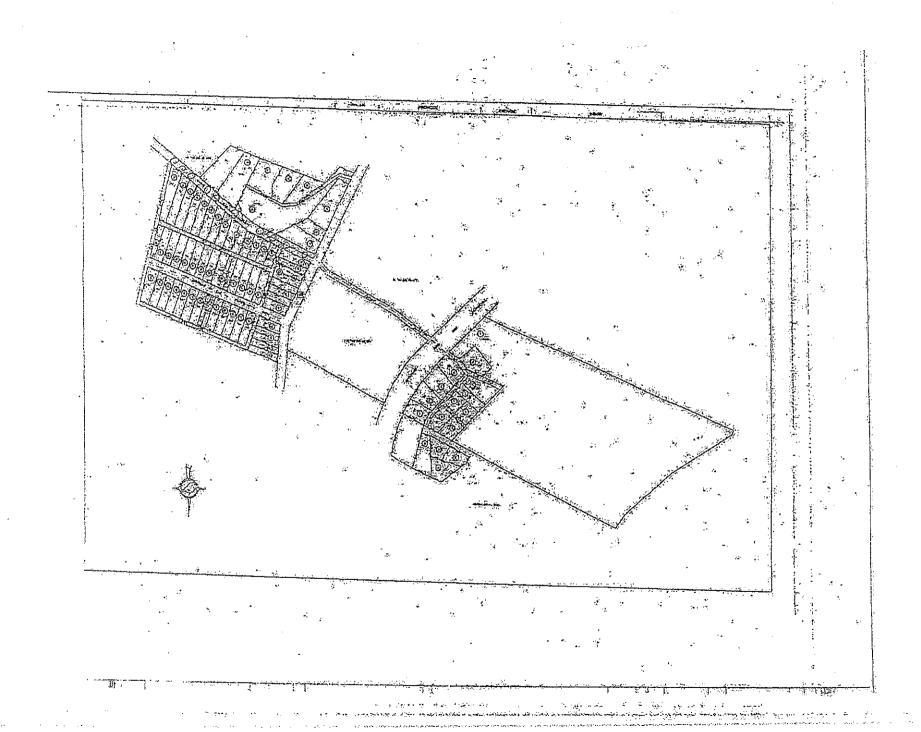
- 10) Maple Ave CR 19/32
- (11) Rose Street/Poplar Street CR 19/34











DUKT ORDER APPROVEN

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

Plaintiffs,

Case No. 04-C-296-2 Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS & COMPANY, et al.,

Defendants.

TOVAL ORDER APREOVING (I) THE DESCRIPTION MODIMARS OF THE ROADS

SUBJECT TO THE ROAD REMANIFORED MURICIPAL DIDDER LIST:

IMPROVINGEN FOR THE ORDER OF THE TAXABLE PASTED AND THE SETTEMENT TO THE SETTEMENT OF THE TOTAL PASTED SETTEMENT OF THE TOTAL PROPERTY.

(AD THE TOTAL ORDER OF THE TAXABLE PASTE MODIFIES THE PASTE OF THE PASTE MODIFIES.)

Presently before the Court is the Claims Administrator's February 11, 2016 Report (the "Claims Administrator's Report"), submitted for review and consideration in connection with the Settlement Property Remediation (Clean-Up) Program approved by the Court's June 27, 2011 Order, regarding the implementation of a portion of the Court's April 15, 2014 Order approved Settlement Road Repair and Improvement Program ("Road Repair Program"). The Road Repair Program has three parts: (i) road re-paving/tepairs; (ii) alleys; and (iii) drainage. The portion of the Road Repair Program subject to this Order is the first step of the program, road re-paving repairs. The roads subject to the road re-paving portion of the program are illustrated in the Maps in Exhibit A, and are listed below:

I. Speltar Roads

- 1) 1" Street County Road ("CR") 19/90
- 2) 2nd Street CR 19/91
- 3) 3rd Street CR 119/10

- 4) 4th Street CR 119/9
- 5) 5treet CR 119/10
- 6) 6th Street CR 24/12
- 7) A Street CR 119/11
- 8) B Street CR 19/33 (from Spelter side of bridge to the top of hill)
- 9) C Street CR 119/10

II. Pare Roads

- 10). Maple Ave CR 19/32
- 11) Rose Street/Poplar Street CR 19/34

To begin this portion of the program, the Claims Administrator's Report requests that the Court consider: (i) finalizing of the reads to be so re-paved/repaired, as described above and depicted in Exhibit A. (ii) approving the Bidder List of qualified bidders for this portion of the program in Exhibit B. (iii) approving the Request for Proposals form to be used to obtain the lowest qualified bid in Exhibit C. and (iv) approving the form of Agreement with the successful bidder in Exhibit D.

After a careful review of the Claims Administrator's Report, along with the list of maps of the roads to be re-paved/repaired, the Bidder List, the Request for Proposals and the Agreement, and in consideration of the applicable law, the Court ORDERS AND APPROVES: (i) the map and description of the roads subject to the road re-paving/repair portion of the Road Improvement Program depicted in Exhibit A. (ii) the Bidder List of qualified bidders for the work contained in Exhibit B. (iii) the Request for Proposals form to be used in obtaining the lowest qualified bidder in Exhibit D. with the resulting Agreement with the lowest qualified bidder to be substantially in the form of Exhibit D. but subject to negotiations.

IT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

James S. Amold, Esq. Thomas Combs & Spann, PLLC P. O. Box 3824 Charleston, WV 25338 ...DuPont's Finance Committee Representative Meredith H. McCarthy, Esq. . Guardian Ad Litem for Children 901 W. Main St. Bridgeport, WV 26330

Virginia Buchinani IIIn. Levin, Papadionia, Thomas Mitchell, Rafferty & Broctor, P.A. P.O. Box 12308 Reasarola, PL 32591 Plathiuffs' Timance Committee Representative Edgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P. O. Box 257 · · Spelter, WV 26438

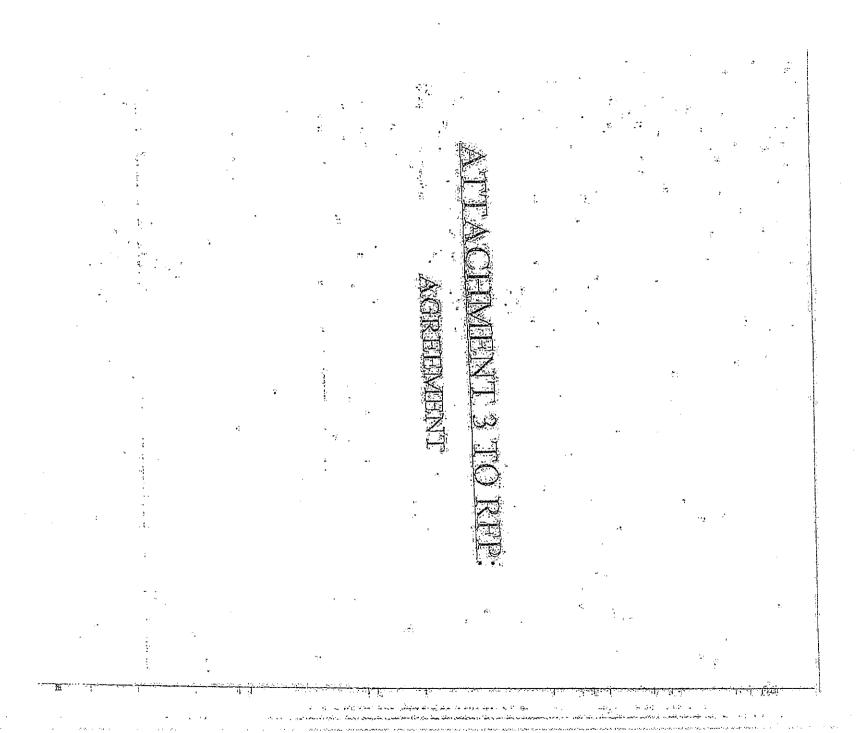
Order Prepared By:

Ralgar C. Gentle, III, Claims Administrator Gentle, Turner, Sexton & Harbison P.O. Box 257. Spelter, WV 26438

Michael A. Jacks, Esq. Jacks Legal Group, P.L.L.C. W.Va. Bar No 11044 United Federal Credit Union Building 3467 University Ave, Suite 200

Morgantown, WV 26505

Thomas A, Bedell, Circuit Judge



INDEX

Barrant la : 1	<i>j</i> ., 1
Premitible 2011	. 1
Definitions discussion and the state of the	ຳ
Period of Petionnanco and announced was a superior and announced announced and announced announced and announced announced and announced and announced announc	e z
Compensation and Terms of Payment	Z
Obligations of The Contractor	۲.
Good Path Angel and the Market and the Control of t	<u>ز</u>
Road Repair Sorvices	
Incorporation of RFP	្ម៉
Project Planning	3
	:3
Sito Preparation and Mobilization	.5
Reporting Regulirements	7
Insurance and Bond Requirements	٠,
Sub-Contracts	,,,,
Obligations of the Claims Administrator	.0
Property Rights and Confidentiality and a second a second and a second a second and	ı,O
Mandatory Touths	• 7
Indemnition described and the second	#1
Termination	. 8
	. 8
Cholco of Law	. 9
Miscellaneous.	

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DuPont Callegient, attached heroto an Exhibit A (the "RI	P").
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contract (appoyle the Road Robin Sorvices de oribed in this	#Ricettifiit*
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including distributions and playing of the Highler b	onds at Historian the RPP and incorporated heroin
including the reliable to the control of the contro	The state of the s
by reference (Sas, Exhibit A).	The state of the s
WHEREAS, the Claims Administrator desires to work	with the Continutor and the Contractor desires to
work with the Chilms Administrator to Implement the Road Re	pair Programs and
ANONE AUSTRALE AND ALL	A Secretary of the secr
WHEREAS, the Claims Administrator and the Condi-	actor (collectively, the Parties 1 have agreed that
the Contractor shall exclusively provide the Road Repair Se	Integrated the control of the standard of the
described in the Order of the Court dated	SO 102 TO SECURITY STATE AND ARRESTS SANGES
Agreement;	•
NOW, Minister Old is not side inflor of the mutual	covenants set forth befoli, and for other good and
substantial confidention, the receipt musufficiency of	which are hereby making ledgud; the Parlies agree
substantial-considerinon, increasior minesurficiency of	Control of the Contro
as follows:	.*

I. DEMINITUONS

All words and phrases defined below shall have the following meaning:

A. "TOPP" collectively means the Claims Administrator's February 22, 2016 Request for Proposals with respect to the Road Repair Services defined below (See, Section I.B. below), a copy of which is although hereto as

Technick and is incorporated by reference.

Exhibite and is incorporated by reference.

Read Repair Services" includes the Contractors agreement to (I) perlian the "Scope of Work" for the designated "Read Repair List" as described in the RF and incorporated herein by reference (1865, Exhibit A); add (II) at implementation plan to be prepared for the Chains Administrator and during a reasonable adding cycle that identifies the full scope of work required of the Contractor and the Claims Administrator, and the protocols that the Contractor shall perform and rely upon in sanying out the Road Repair Services, as described in Section IV. B. below.

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This Autebright shall become effective following Court approval, and shall continue in Ahl Fore Moonth.

December 31, 2016; or hall such thus as all conditions and obligations are distributed berigh; which the Claims Administrator estimates is sufficient time as complete all Road Reput Subject in appardiance with the terms of this Agreement.

COMPLUSATION AND THRMS OF PAYMONT. III.

dills Contractor aprecure provide the Road Repair Services as described herein at a cost agreed to by the Challes Admin straight with total companies in the force of the Agreementatic Contractor and companies of the Agreementatic Contractor and A. leaded his module qual is 5% of the capped on out in a services. To be percluded and included notely prox to the leading through Tarmenton Regal Repair Services. To be percluded and included notely prox to the

1. Phyment Terms for Real Repair Services. To be percellified and included berefit prior to discovered to the exception of histographic prior to discovered the exception of histographic prior to discovered the exception of the Contractor Ediperson payment is fully utilized, then him proposited the Contractor Ediperson payment is fully utilized, then him proposited the Contractor Ediperson by reduced by the 52 down payment. But his light services, the contact the contractor eduperson payment of the contractor eduperson payment of the contractor of the first phyment and be refunded by the Contractor description. Admirals included by the Contractor of the Contractor of the first phyment and be refunded by the Contractor of th

now part, and, parted of the common represents that of the free free points of terraphilical the contractors are the contractors of the contractor diesel Incl.

OBLIGATIONS OF THE CONTRACTOR YV_i

- Good Yntelly The Contractor commits to act in good faith in working with the Claims Administrator to compilete all of this trake, and colligations identified herein, and to perform all actions required to officeulate the items identified herein in a reasonable and responsible manner consistent with priceunity me items toonbured nervin in a reasonation and responsible module society practices. The Confractor represents and warrants that all cardice performed in accordance with all applicable federals state and ideal with this Agreement shall be performed in accordance with all applicable federals state and ideal release and regulations. The Confractor further warrants that it has or will have examined and fainthing ad diself with the services and the hows, rules and regulations adapted this Agreement and that all employees and any subcontractors authorized hardunder shall possess such expertise and skill and such training and certifications as may be necessary to perform the tasks and responsibilities to which they are assigned. ...
- Road Repull Services: The Contractor shall provide Road Repair Services for the Eligible Roads ·в. listed in the RP; as follows:

- Incorpornition of the MOPA. The Parties beroby agree that the RPF-in Exhibit A is incorporated herein and, together with this Agreement, define the scope of the work for the Road Repair Services. Nobetheless, If any terms set forth in Exhibit A conflicts with any term contained in this Agreement, the Agreement shall govern.
- b. Exclusion of Response Assumptions, Exceptions and Tayents, Claims Administrator and the Continuolor specifically exclude any exclusions, limitations, assumptions, or other statements of reservation that are not include Agreement. This Agreement, with its Exhibits, represents the complete. onlife and sole agreement between the Parties, and any and all previous statements of reservation" made by the Contractor are not a final part of this Agreement unless specifically stated and agreed to by the Claims Administrator herein.

Project Plainings

The Contractor shall prepare an Implementation Plan and provide to the Claims Administrator for review and approval that encompasses the full scope of work and identifies the protocols for the completion of the Rold Repair Solvious.

The Contractor shall parry out and portoin any up all dutes primary to and his complains with

tine Contractor flaterations of the following portors any appropriate appropriate and following find the following put not limited to any multiplication and following environmental laws allows the propriations. It is a subject to a subject the following divil viso obtain sity other local minorizations that may hone easing the nompletion of york. The Compoter is notivitles include, but are not durited to collabour all pennits required by Rairison Country, the State of West Virginia, the United States Coyardifest and/or by indicipality within the Clark Architecture and the Control of th

Apades A prosmonts: The Commedier shall events from the Cipins addilulating copies of all available access agreements prior to compressing Road Reponsory less and shall trained but copying the said agreements are uplested and indiplained onto an electronic limit managements existing. All necessary and relevant access agreements have been produced by the Olome Administrator and Mall he movided upon request to The Contractor by the Claims Administrator. Said don management system aballaminiation the congoing status of Road Repair Sarvices notivities at each location where emacoss agreemant has been obtained with weekly updated reports submitted by the Contrator to the Contrator and also provide reports as requested by the Claims Administrator within forty-eight (48) hours of written request.

d. Sifethenaration and Muhilizallan

Pre-Roud Repair Program Meeting: The Contractor shall conduct a pre-Roud Repair Program conference to introduce key personnel, define authorities and responsibilities, discuss demils related to project Intiglementation and a detailed schedule for the Road Repair Services, with a telegonforence application for those participants electing to meet via telephone, including, but not limited to Claims Administrator representatives, the Finance Committee and the Claimant Advisory Committee, ...

Weekly Mostlings: During the execution of the Road Repair Services, the Contractor will conduct weekly project meetings to inform the Claims Administrator of the progress of the work, any problems and/or corrective actions implemented, and undates on the construction schedule. A telegonference aption for those participants electing to meet via telephone; and including, but not limited to Glavius Administrator representatives, if so requested, shall be provided.

Dally Salety Moutines: Safety meetings will be conducted by the Contractor daily as park dethe Confinetor's duty to fulfill its obligations under any and all federal and state as contominated in

Seaffon IV(0)(ii) above.
Monthly Rayorth. During the execution of the Rand Repair Services, the Control of the Rand Repair Services, the Control of the Rand Repair Services. provide the Clubas stabilishoro mailily writest epons distribying organishing me begrouses of apparationally of full the Reads, and taking, army; stem tream that the green and the arms and appropriate the read repair area, auch as yarda, atructures, or parefund property, eausellby flia Continuior or like automatores and any complaints received from Claimants or other persons effected by the durings. The Report shall be provided to the Claims Administrator office Vizinani or overnight derivery and

Complainty The Commotor shall notify the Claims Administrator immediately in writing to this extent puroferble, when it becomes avers of my Claimants complainted to the Reput-goryless and the Confrictor shall cooperate with the Claims Administrators and another resoluble

picanifesto resolve anch complaints.

meanines to resolve such complaints.

Proflem Resolution Meathers. A special of eating shell be half referring if it a problem of the proflem of the problem of the property of the deem Manufatham, the ansating shall be attended by the claims and any affected filled party addended a filled to define and resolve the problem of which define and resolve the property of the meeting shift is downeated by the confirmed minutes shall be prepared and distributed to the meeting shift of the anti-problem of the participants elseling to meet all participants of the problem of the p or event to be discussed.

The Contractor shall facilitate all logistical support, and any and all logistical planning necessary to effectuate an efficient start-up and continuation of Road Repair Services. vii.

Unification Historia Light to initiating Road Repair Services activities, the Contractor shall locate

und appele of Conflere found it all lies.

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Acoust Road Construction: The Contractor shall construct access roadways, as necessary, utilizing crushed stone or other uniteriels, to facilitate work activities. The Contractor shall establish suitable facilities for parking.

Parsonnel and Rauhanant Deconformation; As required, the Contractor shall shaue

decimination of personnel and exempation equipment.

Mobilization: Open completion of logistical preparation activities, the Contingor shall mobilize personnel, anvironment, anticidal and other escurposationic site to initiator order pair activities. pengonal, anymnem, materials, and other oscillost to the second initiator penerspan activities in the Motification notivities are unitellisted to include, but are not initial to be delivery, installation, hooking, and maintenance of femporary offices and construction facilities. Temporary offices and construction facilities, with expensive to include field offices, approx facilities, will like the construction and maintenance of pollution control facilities, personnel protection and work areas, and creation and maintenance of pollution control facilities, personnel protection and work areas, and creation and maintenance of pollution control facilities, personnel protection and work areas, and creation and maintenance of pollution control facilities. acceptationds and pathing areas, as required.

Sinc Sectulty: The Contractor shall be responsible for access control and shoully at all staying areas and at the individual work areas. Security shall include at least encot the followings, use of existing fencing, most fencing, at a minimum couldon topd, and alphage wirning of restricted mans and highest to control access; protect equipment and support facilities, and prevent analliquized antity. and experime to Highly Ronds and to control access to other dangerous conditions.

Decumentallion: The Contractor shall be responsible for decumenting all field activities, during the Road Repair Program. Receives of field vettylties shall be legible, identifiable, retrievable, and protected against dunage, deterioration, and loss. The Contractor shall record all decommendation in weleturoof, non-ordenable link. If an error in any of these decuments is pinda, shall make corrections by crossing a single line through the arror and entering the correct

information adjacent to it. The conrections shall then be initialed and dated. All data and documentation shall also be uploaded and maintained onto an electronic data management system. The data menagament system shall be in a format that is of ally reading our despotable, antifacces stoward data, and destinion tall, and of reports generated. From said, data, and decimination, and/or reports generated. From said, data, and decimination, shall be provided to the Claims Administrator Within five (5) days of written request,

Reporting Regulromants:

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The reports to be submitted by the Contractor pursuant to the terms of this Agreement shall be provided to the clidims Administrators office via band or averalghed livery and 'n.

The Contractor shall work with the Chims Administrator to determine which reports shall be necessary to fully perform the services contained heroin.

Time things and Don't Regulation withi

The Contractor shall maintain Workers' Compensation benefits within the State of West Wriging

The Contractor shall maintain Workers' Compensation benefits within the State of West Virginia throughhoud all periods relevant to the execution of different blacking and obligations under this argenter with water of attractions and favored this argenter with execution of the Portine Editor. Settlement (which existence Earth all them water of the Rest them to the Rest them are the all them are the property them and the execution of the Portine Editor. Settlement of the Est them are the dominated of the Est them are the settlement of the Est them are the entired to the Est them are the them are the entired to the Est them are the them are the entired to the Est them are the entired that the entire of the Est them are the entired to the Est them are the entired to the Est them are the entired the entire of the Est them are the entired to the entire the entire them are the entired the entire that the entire entire the entire them are the entired the entire entire the entire entre entire entire entre entre entre entre entre entre entre entre (\$2,000,000,00) per occurrence.

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The Contractor shall maintain on Excess Liability pollsy all miglions all perfects relevant to the exception of duties and adjustions under this Agreement with maintaining interest Orio Million Pollars d. (51,000,000,00) per claim.

The Contractor shall maintain an University Lappaintent historico policy of Colletton Liability insurance pulley throughout all periods relevant to the execution of duties and obligations wide this National With minimum limits of Two William Dollars (\$2,000,000,000,000,000).

The Contractor shall maintain comprehensive of commercial automobile liability for boilty injury and mobarily gomotic throughout all beriods infavant to the execution of dulier and applications and examined f: this Agreement with minimum limits of One Million Vollais (\$1,000,000,000) percinim.
The insurance required horein shall be primary to any office valid and collectible leadings.

The Contractor must ensure that the Pevins DuPont Scittement, DuPont and the Tare time at Confie, Tomer Bollon & Harbison, LLC, are listed as additional insureds on the above policion, as avidenced by a Ceraficate of Insurance verifying coverage limits.

Bonds: The Control of shall formish bonds according the Initially performance of this Agreement and the payment of all obligations arising in counterion thereignly, and knilds to be in shell form Claims. Administrator approves, and with swoiles that Claims Administrator approves. Approval of the band form shall not be orner soundly denied; reasonably for build shall be stated in writing. Each hond shall

content a pristing the confidence in the Roughly Continues in the Roughly Continue to this Agreement shall in the every follows: the sourcey-ox/is-obligations. Housingsproyled by the Esplication high school special countries of this Valsement. Bedga 1000 lies near the special constituent philosof of the work so line in the month of the line of the law is a gift of the will be sold of the complete of the complete

Sub-Contracts: E.

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The Continuous may sublet to Subicontractors are optiblished the Claims Administrator may positions of the Road Repair for Ades. Claims Administrator reserves the right to raview and improve or disapprove all subcontracts in to scope of the Road Repair Societies to be published or for any Witsenson:

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Opproactions or trib classics administrations. γ,

Transland Duttes: The Claims & Unification shall be responsible for the interpretation of Court Orders and Road Reputs Program Section and this additionalisations to the Claimants, the Finance ٨. Committee, the Cisimants Advisory Committee, and the Court.

Amendments to the Route Reputs Broggionar The Claims Adultishing shall provide written notification to the Contrictor of any modifications or any modifications to the Read Router Referant. Modifications to B. the Road Repair Program that have a cost impact upon the Contractor shall, result in willen, reasonable pricing revisions affective as of the date of the modification organization.

Rending This: The Chains Administrator shall provide any willian response required herotherwise response is needed faster in order to avoid delay, such response shall be provided ascential to avoid C. delay.

PROPERTY RIGHTS AND CONTIDUTIVE TO VI.

Computer Englishment and Confidential Littormation. All computer equipment owned by die Contractor, programs, drawings, diagrams, specifications, manuals, forms, procediting, data files (but not the data therein belonging to the Claims, Administrator), and all other information and materials of any nature existing before the commencement of the Road Repair Program and fumished, revealed or otherwise made available to the Claims Administrator by the Contractor, whether on the Contractor's preinises or the Claims Administrator's preinises (the "Confidential". Information?), whall remain the sole and exclusive property of the Contractor. All other information, records, and documentation generated in earrying our the Road Repair Services contamplated herein are distribly designated the Claims Administratoria Information shall be and remain the sole and exclusive property of the Claims Administrators. The Contractor shall return the Claims Administrators information to the Claims Administrator within thirty (30) days from the date of termination of this Agreement, while being able to maintain a copy on a confidential basis and also to be used to enforce the Contractors rights under this agreement.

- B. Storogy and Dispositions All documents, books, and records furnished to this Contractor by the Claims All ministrative provided in accordance with this Agreement shall remain the property of the Claims Administrator, and all documents books, and records of the Contractor provided in accordance with the Agreement perthining to any individual magnines, on by individual magnines, on services, whether or finished by the Claims Administrator, shall be open for lispection at the Contractor or finished by the Claims Administrator, shall be open for lispection at the Contractor or finished by the Claims administrator, shall be open for lispection as the Contractor or finished by the Contractor may store my or all of such disconnects, display and reports in microfilm, indicated inpo, or other electronic medium.
- Disposition upon Communition of this Arthomony. To the extent finished upon technical of this appropriately, the Contract of this indicated a finished in the contract of the

VII. WARDATORY TURMS

The Mandatory Taims in Appendix A to the RFP and attached hereto as Exhibit B are a part of this Agreement, and are interpreted herein by reference.

VIII. INDIMINITICATION

A. Indemnification of the Contention Chains Administrator agrees to indemnify and hold hemites the Contrator of any of its officers of employees from any and all losses, liability, daringes, expenses or allow cost of obligation, resulting from or arbiting out of claims, the angle of place and of claims. Claims Administrator and/or the Continuous as a really of arbiting out of claims Administrator and/or the Continuous as a really of arbiting out of claims Administrator performance of its responsibilities purificant to the providing of this Africanical, exactivity such Stalms, losses, Babilities, damages, or expanse which arise out after a contection with the Contractor negligance, willful misconduct, or criminal misconduct.

B. Indemplification of the Claims Administrator. The Contractor agrees to indemply and hald hamiless the Indemplification of the Claims Administrator of the officers on employers from any and all losses; liability, changes, expenses or other post or obligation, resulting trade or present out of claims daministrator as a result or lawsuits or judgments brought against the Contractor and/or the Claims Administrator as a result or arising out of the Contractor's portermines of its responsibilities pursuant to the provisions of this Agreement, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with the Claims Administrator's negligence, willful misconduct, or criminal misconduct.

TERMINATION

Majorial Breacht. If other party materially breaches this Maramant, the other party may tominate the A. Agreement provided that it notifies, in writing, the breaching party of the specific breach and allows the breaching party the opportunity to cure the breach within fifteen (15) days of the date of the notice if reasonable and substantial steps to cure the breach have not been corrected in fifteen (15) days, the Agreement may be terminated upon five (5) days further written notice. If a notice and opportunity to cure is generated by the Confractor for non-payment and not cured by Glaims Administrator, the Contractor niny, at its sole illectrition, suspend performance upon axplication of the fifteen (15) days the Contactor .
Thall be smilled to an equitable adjustment to this Agreement

Terining this ton Tarolyency? If either party applies for or consents to the appointment of a residual formation of a residual В. of creditors; files a polition or an answer scaling reorganization or rearrangement with creditors; or, as a debter, invokes or takes advantage of any insolvency law; or if an order, judgment, or decrease is entered by a court of competent jurisdiction application of a creditor adjudicating such party bankrupt or insolvent or approying a petition heaking reorganization of such party of all, or a substantial part, of its assets, and

or approying a petition besking reorganization of such party of all, or a substantial part, of its essets, and such order, hudgingent, or decree continues unstayed for thirty (30) days, then the other party may, by written needed termining unitary reconstructions of the content of the conte profit and overliend.

Effects of Tolyminicitions, in the event of a tempination, this Agreement shall be of no further force or Ď.

effect except that each party hereto shall remain liable for any debts and/or liabilities arising from effect except that each party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective that of termination. Continuation of Socyleage, Except for termination due to Claims Administrator's breach, the Continuation agrees that upon completion of the world, it claims Administrator's request for continuation of novicies, it claims and others are continued as provided the continue and continue are continued as provided the continue and continue are continued as provided the continue and continue are continued as a continue and the continue and the continue and the continue are continued as a continue . E.: with all the towns and proximous druble Agreement in origin prior to the termination The fees for such continuation period shall be equitably adjusted.

Interbuition Transfer In the event of termination of this Agreement, the Contractor agrees to provide F., Claims Administrator all Information in the Contractor's possession pertaining to all services, records, and efforts related to this Agreement, consistent with reasonable industry norms, are within five (5) business days. The Contractor may provide the data by electronic or wire communication or a media type such as disk, tape, or CD.

CHOICE OF LAW AND PREDITITION OF ALL DISPUTES. х.

Choice of Liny: This Agreement shall be governed by and construed in accordance with the laws of the A. State of West Virginia.

Resolution of All Disputes: In accordance with the Mandatory Terms in Appendix A to the RFP and inniched horsitons in Explinit B, the Chronit Court in Harrison County, West Virginia, retains continuous B. and exclusive jurisdiction and supervision over the Property Remediation Plan and over this Agreement, and only agreements related thereto. Any judicial proceeding arising out of our clathing to this Agreement relay be brought only before the Circuit Court of Harrison County West Virginia, and any judgment against a party may be enforced only by a proceeding before the Circuit Court of Harrison

County West Virginia. The Parties Arrayocably and expressly submitted the Intellection of the Court county west virginia. The ratties algorizably and expressly waive any objection that they might now or hereafter have to the laying of vonue for such proceeding in the Chronic Court of Hardson County. West Virginia and hiny claim that any such proceeding in the Circuit Court of Hardson County.

West yang managa may summent and any second countries of the dispute to modify the Parties must hist subject the dispute to modify the Parties must hist subject the dispute to modify as a condition precedent, Wellinton shall be administered by a mediator to be agreed upon by the parties.

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The Perrine DuPont Property Remodiation Road Repair Program Spelter Volunteer Fire Department Office 55 B Street PO BOX 257 Spelter West Virginia 26438 Attention: Edgar G. Gentle, III, Esq. Claims Administrator With an email copy to escrowagen@aol.com

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EXHIBIT D TO ORDER:

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