CONSOLIDATED RAIL CORPORATION
TEMPORARY LICENSE AGREEMENT PERMITTING ENTRY ON PROPERTY
Request for Access to Consolidated Rail Corporation, Inc. Property for Certain Environmental Investigatory Work
Agreement No: CR-1116-01

This Right-of-Entry, made and effective as of, JANUARY 13, 2013, responds to your request for access to conduct certain environmental work on the property of Consolidated Rail Corporation ("Railroad") located at approximately 1070 Riverside Drive, Fords, NJ, along the Raritan Industrial Track, Line Code 0533/ 0502 at MP 21.2. Locations generally identified on the attached maps and drawings (Attachment A) (the "Property"). The environmental work to be performed (the "Work") is to install soil borings for delineation of PCBs and BNA compounds relating to the former HATCO facility. Specifically approved activities are the installation of twelve (12) soil borings to approximately 10 feet below grade. Work only in areas approved by the Conrail Project Engineer a minimum of 15 feet from the nearest rail. Access to the proposed work area is also only by approval of the Conrail Project Engineer. The sampling locations and work scope are provided in Attachment B. No remedial work is addressed within this agreement. Remedial efforts or wells, as required, may be evaluated under a separate future document. Assessment goals shall be for delineation and restoration of Railroad property to residential direct contact levels such that no restrictions are required on the Property.

Railroad hereby grants Weston Solutions, Inc., whose mailing address is 205 Campus Drive, Edison, NJ 08837, and its agents, employees, servants, and designated contractor(s) and subcontractor(s), hereinafter called "Licensee," the right and permission to enter upon Railroad property for the sole purpose of performing the Work described above at the Property designated in Attachment A, which attachment is incorporated into and made a part hereof by reference, subject to the following terms, conditions, and provisions:

1. COST

a. Licensee shall pay to Railroad an annual fee of SIX HUNDRED AND 00/00 U.S. DOLLARS ($600.00) made payable to Consolidated Rail Corporation to cover administration costs and consultant services involved in the preparation and maintenance of this Right-of-Entry. **A check for the initial annual fee shall be returned with this executed agreement.** Conrail will bill Licensee for subsequent years' fees; payment will be due upon receipt. Licensee shall pay to Railroad reasonable costs for safety support, flagging and Engineering services provided by Conrail.

b. Licensee shall pay to Railroad an annual monitoring well fee of TWO HUNDRED FIFTY DOLLARS ($250.00) for each monitoring well to be installed under this Agreement. In the event any physical facility other than monitoring wells is installed on the Property, Licensee shall pay an additional monitoring fee for each such facility in an amount determined by Railroad.

c. All costs of the Work shall be borne solely by Licensee.

2. SCHEDULE; DURATION; SCOPE

a. The Work is expected to begin January 2013 and be completed by December 31, 2013.
b. Should additional work be required during the term of this Right-of-Entry, Licensee shall provide Railroad written notice and a detailed scope of work for the additional work at least thirty (30) days before Licensee proposes to commence such work.

c. Licensee shall not engage in the following activities without first obtaining separate written consent of Railroad:

   i. Enter upon any property (other than the Property) in which Railroad has an ownership or leasehold interest, regardless of the proximity of such property to the Property; or

   ii. Perform any work, or engage in any activity other than the Work; while on the Property, regardless of the closeness in nature of such work or activity to the Work.

d. This Right-of-Entry and the license granted herein does not constitute a grant of any permanent easement. Except as otherwise provided in Section 10 hereof, this Right-of-Entry may be terminated at any time by either party giving thirty (30) days' written notice to the other for any reason whatsoever.

e. If not terminated earlier, this Right-of-Entry and the permission conferred herein shall terminate upon receipt by Railroad of Licensee's written notice of completion of the Work. With this Agreement Licensee accepts responsibility for the ultimate closure/ removal of all wells installed on Railroad property related to the assessment of the project site.

3. PERFORMANCE STANDARDS

a. The work shall be performed in a good and workmanlike manner consistent with the standard of care and practice of environmental professionals; in compliance with all federal, state and local laws, ordinances, rules and regulations, and administrative or judicial decisions and orders, in a manner so as not to disturb the occupancy, business or quiet enjoyment of any other tenants or licensees of Railroad's property; and in a manner so as to avoid harm to person(s) or property or delays to or interference with Railroad's operations.

b. All persons entering the Property pursuant to this Right-of-Entry shall wear safety glasses with side shields, hard hats and steel-toed safety shoes, and shall abide by Railroad's Safety Rules and Procedures, Appropriate portions of Conrail's CE-6 Guidance (Attachment C) and any safety instructions given by Railroad. Licensee's personnel and contractors are required to complete Railroads specific safety training as mandated by Conrail's Project Engineer.

c. Precautions must be taken by Licensee to avoid interference with or damage to Railroad's real and personal property, including but not limited to signal and communication facilities. No equipment of Licensee shall be placed or operated, no monitor or test well(s) shall be drilled or installed, and no Work shall be performed at a distance closer than twenty-five (25) feet from the centerline of any active Railroad track without the express, prior approval of the Project Engineer. Conrail mandates that soil borings shall be located no closer than fifteen (15) feet from the closest rail of the track. The exact bore locations shall be verified and approved by the Project Engineer in the field prior to commencement of the work. The Railroad shall furnish personnel, flagmen or watchmen which, in Railroad's sole opinion, may be necessary to protect Railroad's facilities and traffic during the performance of the Work by Licensee. Licensee shall reimburse Railroad for the actual costs of said service, including all applicable surcharges, promptly upon receipt of any bill(s) therefor.

d. Drilling and all other equipment shall be moved across Railroad track(s) ONLY at a public crossing, unless Licensee has entered into Railroad's standard Private Road Crossing

Agreement or has obtained special advance permission from the Project Engineer. Licensee agrees not to enter upon or foul track until given permission to do so by a flagman.

e. Licensee's equipment must stay clear of all wire lines at, over or near the Property, as well as any other utility or structure located thereon, including fiber optic lines.

f. Licensee expressly agrees to comply with the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" – "Call Before You Dig" requirements. Licensee shall indemnify and hold Railroad harmless from any and all claims for damages to underground facilities of any entity or person caused by the Licensee's performance of Work.

g. Licensee shall construct a hi-visibility construction barrier fence no closer than 15 feet to the center line of the track where borings will be conducted. The fence shall be installed prior to soil boring. Work will be conducted only on Conrail property outside of the 15 foot limit established by the fence. The fence shall be removed on completion of all intrusive work.

4. NOTICE; SPLIT SAMPLES

a. Licensee shall notify Railroad's Project Engineer David Reilly at 732-267-5584, **at least fourteen (14) days before proceeding with any phase of the Work on the Property**, and shall receive permission from them prior to entry or the start of any Work. Additionally, Licensee shall provide said Engineer or his designee with a second notice a minimum of 72 hours prior to the actual commencement of the Work so that the Engineer or others may arrange to observe the work or have the Railroad's own consultants present during the Work.

b. Licensee shall allow Railroad or its consultant to collect split samples.

5. DOCUMENTATION; CONFIDENTIALITY

a. Licensee shall provide, without charge to Railroad, by first class mail to the Environmental Manager at the address listed in Subsection 4a: (i) within thirty (30) days after the work is completed, copies of field notes and data relating to sample collection; (ii) within thirty (30) days of receipt, copies of results or reports of soil tests, well logs, and test results generated from the sampling and analysis of groundwater, sediment or soil, or from test or monitoring wells located on the Property, or any other reports relating to the Work; (iii) within five (5) days of receipt, copies of all correspondence from any government agency regarding the Work or in any other way relating to the Site: (iv) at least two (2) weeks before submission to any state or federal agency, the draft of any final report relating to the Work or the Site; and (v) no later than contemporaneously with submission to said agency, all final reports relating to the Work or the Site.

b. Except as necessary to comply with applicable law or requirements or any governmental agency having jurisdiction over the Work, Licensee shall keep confidential all information relating to the Work, and provide on all correspondence regarding the investigation of the Property a "Confidentiality Clause", limiting disclosure of investigation, results and any report only to Licensee or Railroad. In addition, Licensee shall not disclose to any person or entity any information obtained in violation of the provisions of Section 2 hereof, without first obtaining the prior written consent of Railroad.

6. MONITOR WELLS

a. Any monitoring or test wells which Licensee installs must be constructed with high quality materials using methodologies to prevent groundwater cross-contamination. Such wells must be flush mounted and have watertight locking caps and/or located steel protective casings to insure well integrity. The wells must be installed in such a manner as not to pose a hazard or impediment to vehicular or pedestrian traffic on the Property or adjacent property.

b. Wells must have identification tags to include, at a minimum, the following: well number, date installed; total depth of well; screened interval and by whom installed.

c. If Railroad determines, in its reasonably exercised discretion, that all or any monitoring or test wells on Conrail's Property, or the location(s) thereof, should be changed, altered or entirely removed, Licensee, as its sole risk, cost and expense, shall make such changes, alterations or removal, as the case may be, in a manner reasonably satisfactory to Railroad, and restore the Property affected to the condition which existed prior to commencement of the Work, within thirty (30) days of Railroad's request, if practicable. If Licensee fails to make such changes, alterations, or removal and restoration of the Property, Railroad may remove such wells and make such restoration at the sole cost and expense of Licensee.

d. If Licensee desires to revise, renew, relocate, or change in any manner all or any monitoring or test wells, or if Licensee is required to change or alter the same, plans therefor shall be submitted to and approved by the Environmental Manager, before any such change is made, and the terms and conditions of this Right-of-Entry shall apply to the revised, renewed, changed or relocated wells.

e. Upon expiration or termination of this Right-of-Entry, Licensee, at its sole cost, shall immediately abandon all wells installed on the Property related to this site assessment, including those installed by regulatory agencies prior to the initiation of this agreement, in accordance with applicable state procedures, and restore the Property affected by the Work to a condition satisfactory to Railroad's Project Engineer. Licensee shall also furnish Railroad with documentation from the appropriate agency that well(s) have been properly closed.

7. OCCUPANTS

The permission herein granted is subject to all existing uses and occupancies of the Property heretofore granted by Railroad to third parties. Licensee acknowledges that in agreeing to this Right-of-Entry, Railroad acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person may have to object to this Right-of-Entry. Licensee shall secure the consent, and protect the facilities, of each such third party occupier of the Property and of any owner of any other recorded interest in the Property.

8. SAMPLING WASTES

Any waste materials, including without limitation purge waters or other investigation-derived waste, generated during performance of the Work shall be handled in accordance with federal, state and local laws and regulations and shall not be stored on Railroad Property. In the event of leakage or spillage onto any Railroad Property or any adjacent property of any investigation-derived waste or other solid or hazardous wastes, hazardous substances or hazardous materials as a result of the Work, Licensee shall immediately

notify Railroad and, at Licensee's sole expense, promptly clean the property (any adjacent or nearby property to which such leakage or spillage may have spread) to the satisfaction of Railroad and/or any governmental agency having jurisdiction over the leakage or spillage. Should the leakage or spillage result in a fine, penalty, cost or charge being incurred by Railroad, Licensee shall promptly and fully reimburse and indemnify Railroad pursuant to Section 10 below.

9. RESTORATION OF PREMISES

Upon completion of the Work, Railroad's Property shall be left in a condition reasonably satisfactory to the Project Engineer. This includes, without limitation, immediate restoration of any fences removed and restorations of other alterations the Licensee has made to the Property.

10. INDEMNITY; INSURANCE

a. As an essential inducement to and consideration for Railroad granting its permission to undertake the Work on the Property, Licensee hereby assumes and releases, and shall indemnify, defend, protect and save Railroad harmless from and against all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as ("claims") for:

   i. loss of or damage to any real and personal property whatsoever and by whomsoever owned, including Railroad, Licensee and any other person, and the loss or interference with any use or service thereof;

   ii. injury to or death of any person whomsoever, including employees and invitees of the parties hereto and their agent(s) and contractor(s) and all other persons;

   iii. fines, penalties, costs, charges, expenses, or fees levied by any governmental agency against Railroad that arise as a result of Work; and

   iv. Costs and expenses incurred by Railroad with respect to (i), (ii), and (ii) above, including reasonable attorney and consultant fees, which are caused by or arise from the Work or from the presence of the Licensee on any part of the Railroad's Property, or from the presence of any physical facility installed, used, maintained or removed by Licensee as part of the Work, regardless of any fault, failure or negligence on the part of any other person including Railroad; provided, however, the foregoing indemnification shall not extend to any loss, cost or damage arising from the willful misconduct or gross negligence of Railroad.

b. Prior to commencement of occupation or use of the Property for the Work, Licensee shall procure (or shall cause its agent or contractor in charge of the Work to procure), and shall also maintain, or cause to be maintained, during continuance of this Right-of-Entry, at Licensee's sole cost and expense, Commercial General Liability (CGL) insurance, naming Licensee (and its agent or contractor as the case may be) as insured and Railroad as additional insured, covering Licensee's direct and assumed contractual (i.e. indemnification) liability under this Right-of-Entry, with coverage of not less than FIVE MILLION DOLLARS ($5,000,000) Combined Single Limit per occurrence for bodily injury and property damage. If said policy does not automatically cover Licensee's contractual liability under this Right-of-Entry, a

specific endorsement adding such coverage shall be purchased or caused to be purchased by Licensee, and indicated on the Certificate of Insurance.

In addition to the above-described CGL insurance Licensee shall also purchase, a policy of Railroad Protective Liability (RPL) insurance, naming Railroad as the insured, with coverage of not less than FIVE MILLION DOLLARS ($5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS ($10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 0035, including Pollution Exclusion Amendment CB 28 31. In lieu of purchasing RPL insurance (but not CGL insurance), Licensee may pay Railroad a Construction Risk Fee of THREE THOUSAND FIVE HUNDRED U.S. DOLLARS ($3,500) and thereby be relieved of any obligation to purchase said RPL insurance for the benefit of Railroad, Licensee shall send Railroad its check for the above amount, payable to Railroad, with the return of the signed duplicate originals of this Right-of-Entry.

c. Licensee shall also carry, for the benefit of Licensee and its employees, Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employer's Liability Insurance with a limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Railroad.

d. Automobile Liability insurance with a limit of not less than FIVE MILLION DOLLARS ($5,000,000) combined single limit for bodily injury and/or property damage per occurrence. Railroad must be named as an additional insured under this insurance.

e. If any insurance policy required under Section 10 hereof is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to arrange for adequate reporting time shall be a licensee's sole risk. Upon its execution of this Right-of-Entry, Licensee shall furnish Railroad with the original and two copies of any RPL policy along with Certificate(s) of Insurance naming Railroad as Certificate Holder, which shall specifically refer to this Right-of-Entry to date, name, and the location covered. Copies of Additional Insured and Waiver of Subrogation endorsements shall be attached to the Certificate(s). All policies obtained pursuant to this Section 10 shall contain a provision requiring that such policy cannot be canceled or altered without first providing Railroad with thirty (30) days advance written notice. Furnishing of insurance by Licensee shall not limit its liability under this Right-of-Entry, but shall be additional security therefore.

f. Licensee shall promptly notify Railroad's Project Engineer of any loss, damage, injury or death arising out of or in connection with Work performed under this Right-of-Entry.

11. NO ASSIGNMENT; MODIFICATION, SURVIVAL

a. This Right-of-Entry and the license granted herein shall not be assigned by Licensee without Railroad's separate written consent.

b. Except as otherwise provided herein, this Right-of-Entry may be modified or amended only in a separate writing executed by both Railroad and Licensee.

c. The provisions of Sections 3.c, 5, 6 and 10 shall survive the termination or expiration of this Right-of-Entry with respect to any responsibilities or liabilities undertaken or assumed while the Agreement was in effect.

12. DAMAGES UNCERTAIN; LIQUIDATED DAMAGES

a. Licensee hereby acknowledges that any damages incurred by Railroad directly or indirectly as a result of a breach of Licensee of any of the provisions contained in Sections 2 or 5 hereof, including, without limitation, those damages relating to the reputation and goodwill of Railroad, would be difficult or impossible to estimate.

b. Accordingly, if Licensee breaches, or threatens to breach, any of the provisions contained in Sections 2 or 5 hereof, Railroad shall be entitled to an immediate injunction to prevent or cure such breach.

If the provisions and terms of this Right-of-Entry are acceptable to Licensee, please have the appropriate official sign both copies in the space provided below, and then return both duplicate originals to the undersigned, together with all other documents or instruments required to be submitted to Railroad by the terms hereof. Your copy will be executed by the Railroad and returned.

Witness for Licensor:

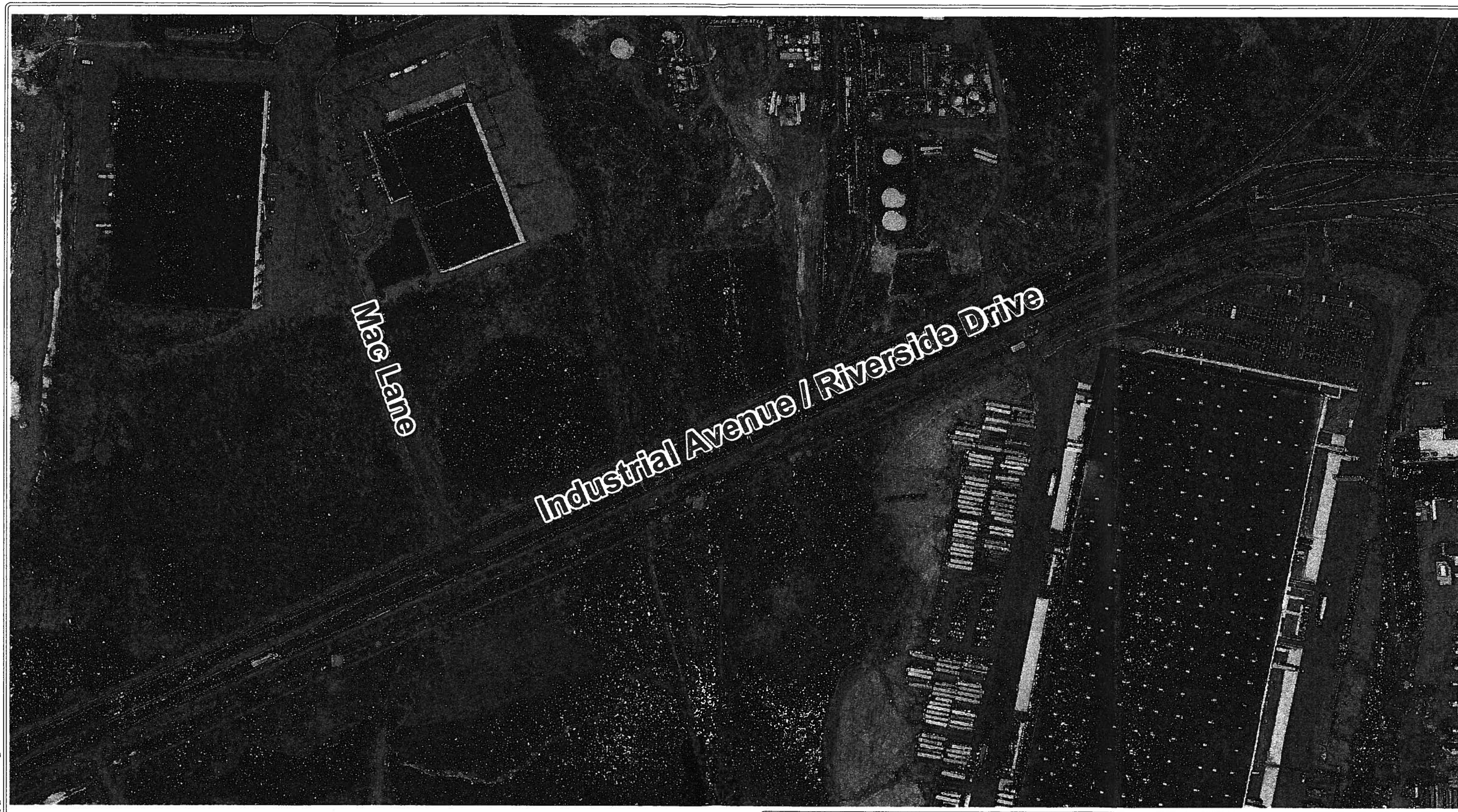
Print/Type Name: Neil Ferrone
Print/Type Title: Chief Risk Officer

Witness for Licensee:

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Sally Jones
Print/Type Title: Vice President, Weston Solutions, Inc.
Social Security Number or Tax:

ATTACHMENT A



Legend

- Proposed Sample Location (Horizonal Delineation)
- Proposed Sample Location (Vertical Delineation)
- Railroad Centerline
- Channel D Railroad Buffer (From Center Line)

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SOURCES:
1. Base Map: New Jersey 2007 - 2008 High Resolution Orthophotography, MrSID 5K Tiles. NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS). October 2008. http://njgin.nj.gov/OIT_IW/index.jsp.

SCALE: 40 20 0 40
Graphic Scale In Feet

PROJECT: Hatco Remediation

CLIENT NAME: Hatco Corporation

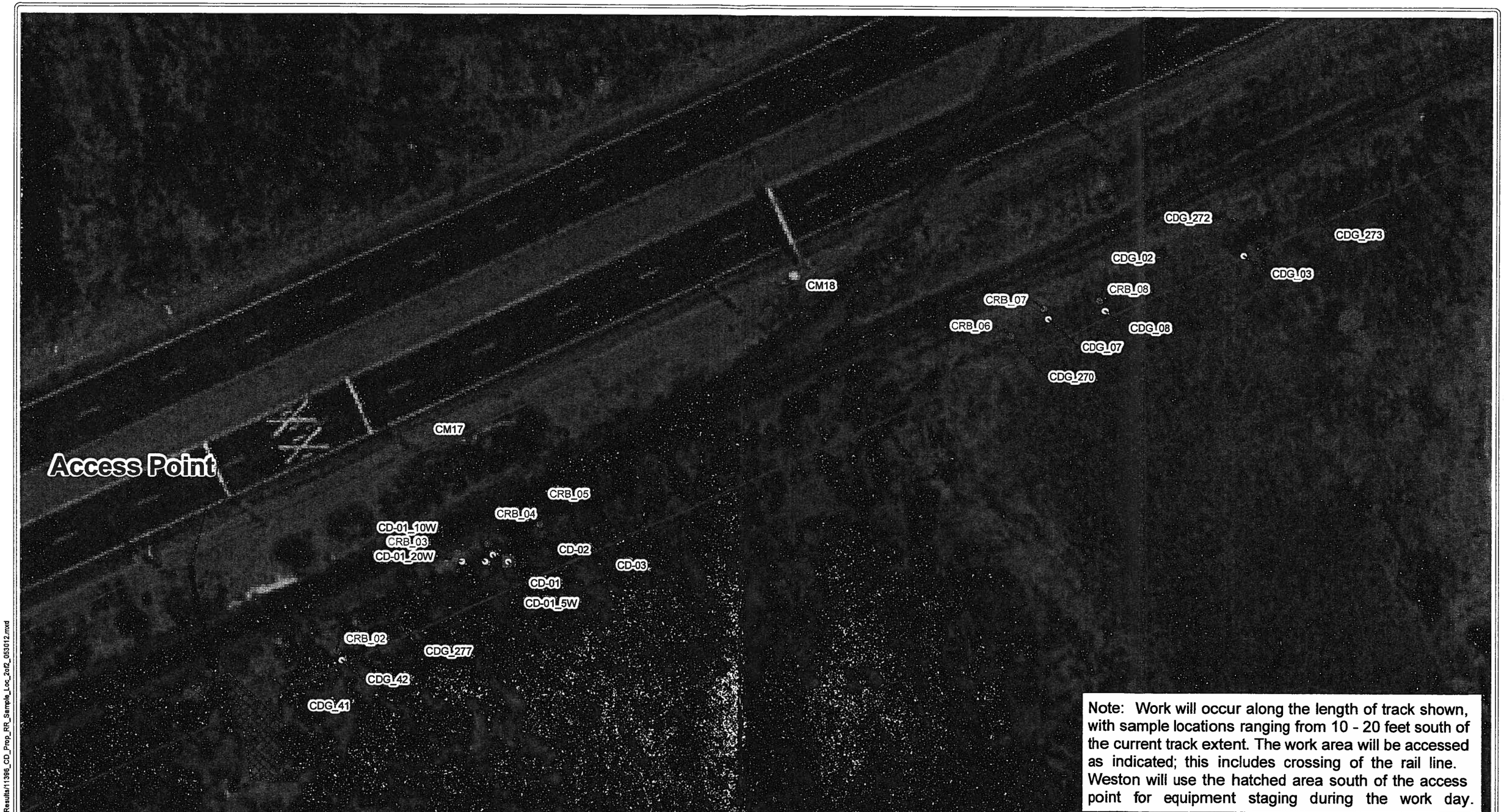
TITLE: Hatco
Proposed Conrail Sample Overview
3 of 3

WESTON

DATE: June 2012

FIGURE #: 3

P:/Hatco/GIS/MXD/2012_05_Channel_D_Results/11485_ConRailOverview.mxd



Note: Work will occur along the length of track shown, with sample locations ranging from 10 - 20 feet south of the current track extent. The work area will be accessed as indicated; this includes crossing of the rail line. Weston will use the hatched area south of the access point for equipment staging during the work day.

Legend

- Channel D Railroad Location With Exceedance
- Channel D Railroad Locations
- Proposed Sample Location (Horizonal Delineation)
- Proposed Sample Location (Vertical Delineation)
- Railroad Centerline
- Channel D Railroad Buffer (From Center Line)

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SOURCES:
1. Base Map: New Jersey 2007 - 2008 High Resolution Orthophotography, MrSID 5K Tiles. NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS). October 2008. http://njgin.nj.gov/OIT_IW/index.jsp.

SCALE: 40 20 0 40
Graphic Scale In Feet

PROJECT: Hatco Remediation

CLIENT NAME: Hatco Corporation

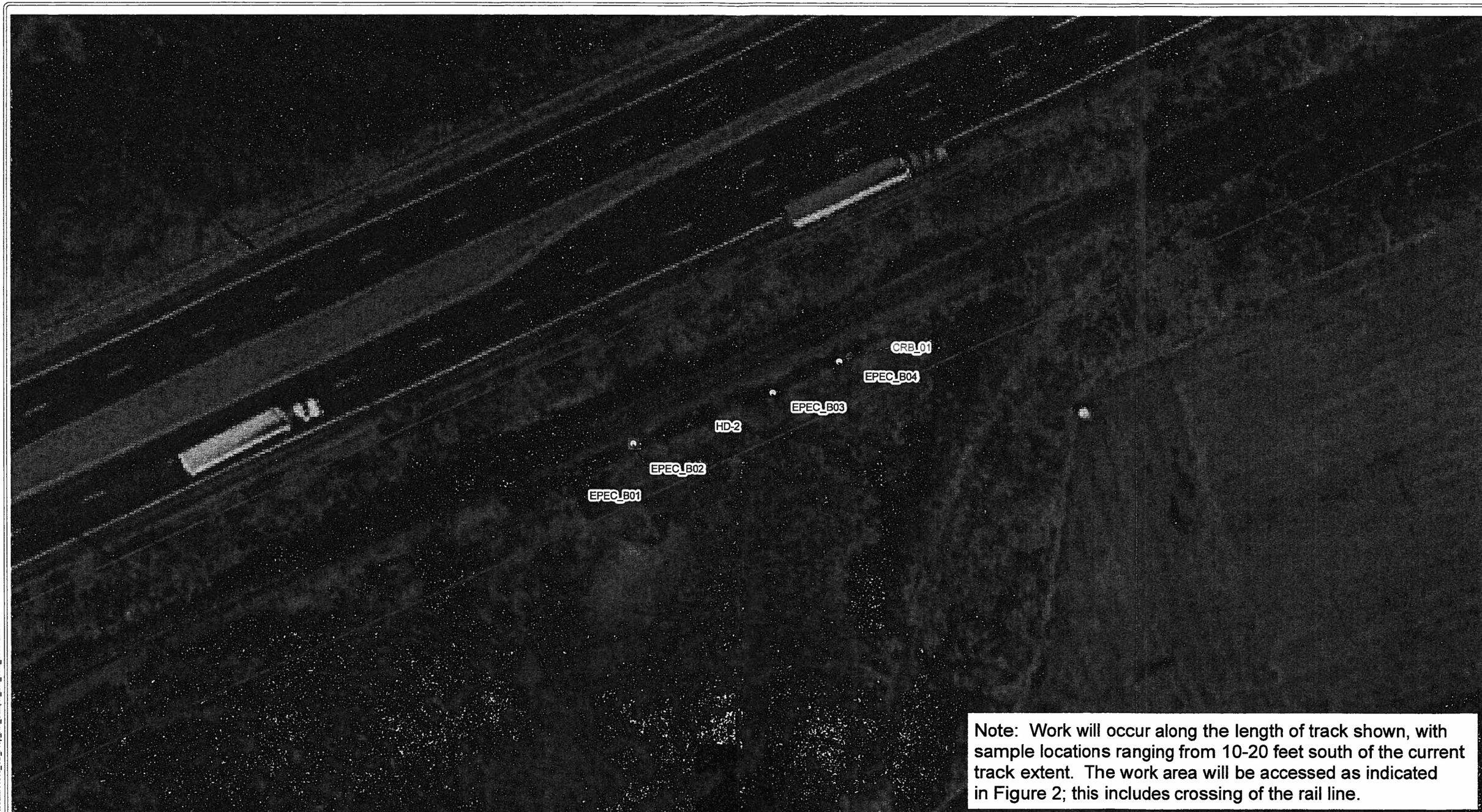
TITLE: Hatco
Proposed Conrail Sample Locations
2 of 3

WESTON

DATE: June 2012

FIGURE #: 2

P:/Hatco/GIS/MXD/2012_05_Channel_D_Results/11396_CD_Prop_RR_Sample_Loc_2of2_053012.mxd



Note: Work will occur along the length of track shown, with sample locations ranging from 10-20 feet south of the current track extent. The work area will be accessed as indicated in Figure 2; this includes crossing of the rail line.

Legend

- Channel D Railroad Location With Exceedance
- Channel D Railroad Locations
- Proposed Sample Location (Horizonal Delineation)
- Proposed Sample Location (Vertical Delineation)
- Railroad Centerline
- Channel D Railroad Buffer (From Center Line)

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SOURCES:
1. Base Map: New Jersey 2007 - 2008 High Resolution Orthophotography, MrSID 5K Tiles. NJ Office of Information Technology (NJOIT), Office of Geographic Information Systems (OGIS). October 2008. http://njgin.nj.gov/OIT_IW/index.jsp.

SCALE: 40 20 0 40
Graphic Scale In Feet

PROJECT: Hatco Remediation

CLIENT NAME: Hatco Corporation

TITLE: Hatco
Proposed Conrail Sample Locations
1 of 3

WESTON

DATE: June 2012

FIGURE #: 1

P:\Hatco\GIS\MXD\2012_05_Channel_D_Results\11395_CD_Prop_RR_Sample_Loc_1of2_053012.mxd

ATTACHMENT B

CRROE: WESTON
CRROE 1116

CONRAIL

Submit one original and one copy each of both the application and drawing along with a check for $1,250.00 (**nonrefundable** Application Fee and Engineering Review Fee) (Check payable to Consolidated Rail Corporation) to Conrail ROE, C/O C.T.E.H., LLC 124 First Avenue South, Suite 100, Franklin, TN 37064 (615) 591-6616

Application and plans must be approved and written authority received from the Railroad before Work is begun. Conrail reserves the right to approve or decline any application.

Rev. 7-07

Project Owner Information: X Check here if agreement should be mailed to this address

1. Complete Legal Name of applicant as it would appear in a legal document (**inaccurate information will delay your request**): Weston Solutions, Inc
2. Company Contact Name: Daniel Kopcow Title: Project Manager
3. Telephone: (732) 417-5834 Fax: (732)417-5801 E-Mail: daniel.kopcow@westonsolutions.com
4. Street Address: 205 Campus Drive City: Edison State: NJ Zip: 08837
5. Type of business: X Corporation (State of incorporation Pennsylvania) ☐ Individual
   ☐ Partnership (Type and State of Partnership _____) ☐ Developer ☐ Municipality
   ☐ Other _____

Engineer/Consultant Information: ☐ Check here if agreement should be mailed to this address

6. Company Name: same as above
7. Company Contact Name: _____ Title: _____
8. Telephone: (__) _____ Fax: (__) _____ E-Mail: _____
9. Street Address: _____ City: _____ State: _____ Zip: _____

Project Information: Application Date: _____ Your reference No. _____

10. Location: North East of 1070 Riverside Drive
    City: Fords County: Middlesex State: NJ
11. Field measurement (REQUIRED): _____ feet _____ (direction) from Railroad Milepost _____
    OR 440 feet East (direction) from Rd. Crossing: Rd. Name Mac Lane DOT/AAR# _____
12. Latitude 40 31 02.7589 Longitude 74 91 13.87144 (if known) Also – 200 feet West form Mac Lane
13. Project Description: Shallow soil boring investigation south of current track extent.
14. How close will the work be to the nearest track? 10 feet
15. Does work on Conrail property include: Soil borings? Yes Remediation/construction? No
    Monitoring wells? No If yes, how many? _____
16. What sampling/work will be done on Conrail property? Installation of up to 12 shallow soil borings through use of a direct push drill rig (Geoprobe). Soil samples will be collected for PCB and BNA analyses.
17. What is the source of the contamination? Historical Hatco release/migration of contaminants.
18. Is this request related to investigation of a State or Federal "Superfund" site?
    _____ Yes: State or Federal Reference No. _____
    X No: Please explain the reason for the work: Required by NJDEP and USEPA
19. Is the work related to a Conrail real estate transaction: Sale? No Lease? No
20. Expected length of project (on Conrail): Begin date: 3 days Completion date: _____

Railroad Use Only: Project No. CRROE: HATCO/WESTON R0107873

Project Leader: _____ Phone: _____

Comments: _____

Approved? Yes ✓ No _____ By: [signature] Date: 9/6/12

Val. Map.: _____ Roadmaster No.: _____

Conrail Property Work Description
Sampling and Analysis Plan
Hatco Site – Fords, New Jersey
June 2012

Background and Rationale

Weston Solutions, Inc. (Weston®) has prepared this Sampling and Analysis Plan (SAP) to address the completion of delineation sampling of contamination detected on the Conrail parcel (Conrail) located just north of EPEC Polymer's (EPEC's) northeast wetlands and northern drainage ditch, based upon the results of Weston's 2011 remedial investigation. Weston proposes additional soil and sediment sampling along the Conrail parcel to determine the vertical and horizontal extent of contamination.

Weston has prepared this SAP to better define the extent of PCB and base neutral (BNA) contamination identified during delineation of historical potential Hatco-related contamination of the wetland area known as Channel D, which is located in the northeast corner of the EPEC site. Numerous investigations were conducted in and around Channel D, by both Weston and EPEC, between 2007 and 2012. Additionally, sampling was conducted in 2010 by EPEC along their northernmost drainage ditch (which falls within the Conrail right of way), and Weston delineated this contamination as part of the 2011 investigation.

The property that Channel D runs through is owned by EPEC. Channel D (also known as Crow's Mill Creek) is a low-gradient stream which collects flow from Channels A, B and C, as well as the pond located north of Industrial Avenue. The area of Crow's Mill Creek referred to as Channel D begins at the culvert on the south side of Industrial Avenue downstream of the Hatco property. Channel D cuts through a forested wetland area, and is lined with sand, silt and organic material.

Previous sampling conducted by URS on behalf of Hatco and W. R. Grace, as well as sampling conducted by two EPEC consultants (Sovereign Consulting, LLC and Brown & Caldwell) detected elevated concentrations of polychlorinated biphenyls (PCBs) in soil and sediment, as well as Base Neutral Analytes (BNAs) above the applicable residential cleanup criteria in soils and sediment, across the Channel D parcel. Weston is currently delineating contamination related to historical Hatco site operations which impacted off-site properties, including the Channel D portion of the EPEC property. This potential Hatco contamination was also detected along the Conrail right-of-way along the northern EPEC property boundary.

Weston's 2007 *Addendum 3 to the Consolidated Remedial Action Workplan (RAWP)* (subsequently approved by the NJDEP) outlines areas which require both remediation and additional investigation, and also established applicable cleanup levels for each impacted area. For wetland locations such as Channel D, the applicable remedial standard for PCBs is 0.49 mg/kg in soils and 1 mg/kg in sediments, as approved by the

NJDEP in various report and workplan approvals. For non-PCB contaminants of concern related to historical Hatco site operations, the off-site applicable remedial criteria for soils are the 1999 residential (unrestricted use) criteria, although the 2008 residential (unrestricted use) standard specifically for naphthalene (6 mg/kg) is utilized due to more than an order of magnitude change from the 1999 criteria. In addition, BEHP results for samples collected from the Channel D wetland area are compared to NJDEP's ecological screening criterion of 0.925 mg/kg, to NJDEP's lowest effects level/screening criterion of 0.182 mg/kg, and NJDEP's Severe Effect Level of 0.75 mg/kg. These screening levels are utilized for Conrail sample comparison, as well.

Samples will be collected from the following locations:

- A vertical delineation sample will be collected from a 2011 Weston sample location with low-level contamination, in the drainage ditch just south of Industrial Avenue, as shown on Figure 1.
- Several vertical and horizontal sample locations will be collected from just north of known contaminated sample locations across the Conrail right of way, as shown on Figure 2.

An overview of the sampling area is provided as Figure 3.

Sediment and Soil Distinction

The Channel D investigation area contains both sediment and soil matrices, with each matrix determined on a sample-by-sample basis. While the majority of the sample locations currently proposed in this SAP are soil locations, some locations may be considered sediment. The Weston field geoscientist will determine sample matrices using the criteria outlined below as a means for classifying samples in the field. These definitions were approved by the NJDEP for use during the Hatco remediation in a June 2007 email.

Sediment is defined by the State of New Jersey (N.J.A.C. 7:8-1.2) as solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion. Soil is defined in the same regulations as "all unconsolidated mineral and organic material of any origin." Because the distinction between the two may be difficult to apply in the field in some situations, Weston is basing the delineation between soil and sediment on past experience, actual field conditions encountered during delineation sampling, and past discussions with NJDEP. Any samples collected from areas falling outside of delineated wetland boundaries will be considered soil.

Within areas delineated as wetlands, but located outside of the actual stream channels, the classification of soil versus sediment will depend upon the degree of saturation of the soil matrix. NJDEP distinguishes between emergent wetlands (freshwater marsh), and forested wetlands. Emergent wetlands are characterized by rooted hydrophytes present for most of the growing season. NJDEP classifies material present within emergent

wetlands as sediment. At the Hatco site these areas consist of wetlands dominated by common reed and other emergent species that have not been historically filled and still maintain saturated conditions during the growing season. Forested wetlands adjacent to the Hatco property are characterized by hydric soils; these are undrained soils that are saturated, flooded, or ponded, that develop anaerobic conditions that favor the growth of hydrophytic vegetation. The material collected within these areas will be classified as soil.

Sample Collection

This Channel D SAP has been developed to collect additional samples in order to meet the remedial action objectives described in *Addendum 3 to the Consolidated RAWP*, specifically the removal of contaminated stream sediment and floodplain soils in Crow's Mill Creek southwest of the Hatco site to the applicable unrestricted use standard. The SAP has been developed in accordance with the *New Jersey Technical Requirements for Site Remediation* (TRSR, N.J.A.C. 7:26E) and the NJDEP *Field Sampling Procedures Manual* (August 2005) to ensure the collection of necessary data to determine the complete extent of contamination and refine excavation boundaries for off-site sediments and soils in Channel D. A Quality Assurance Program (QAPP) developed in accordance with NJDEP requirements was submitted as part of Weston's 2009 *Addendum3 to the Consolidated* RAWP, and provides specific sample collection methodology and laboratory analyses requirements. An overview of the sampling effort and Weston's overall technical approach is presented below.

Sediment samples will be collected to horizontally and vertically delineate the extent of contamination on the Channel D parcel underneath the fill material, as shown in Figure 1. Sample locations will be biased toward depositional areas where applicable. Weston will analyze for PCBS, BEHP and/or other applicable BNAs using method 8270. Table 1 summarizes the proposed sampling locations and depths, analytical parameters, and sampling methods for the soil and sediment samples. The sample collection methodology is discussed below.

Sampling Procedures

The soil and sediment sampling procedures will follow the guidelines documented in the *NJDEP Field Sampling Procedures Manual* (August 2005) as described below, and are detailed in Weston's 2009 QAPP. Lithologic description, field measurements (such as presence of LNAPL) and comments will be recorded using electronic Borehole Logging Forms such as Weston's GeoFAST program.

To maintain a record of sample collection, transfer between personnel, shipment, and receipt by the laboratory, standard chain-of-custody forms will be completed for all samples. Each form will be completed in the field and signed and dated by a member of the field team who will verify the exact sample shipment. This form will accompany the samples to the laboratory. Signed and dated custody seals will then be applied to the

shipping container. Sample collection methodologies are described in more detail in the following sections.

Any sampling equipment (e.g., hand auger, cutting shoe, etc.) coming in contact with the soil or sediment will be decontaminated before and after each sample location. Decontamination procedures will follow technical requirements as set forth in the NJDEP *Field Sampling Procedures Manual* (August, 2005). Equipment will be washed in the following sequence: 1) a steam/high-pressure water wash; 2) a potable water and soap wash; and, 3) a distilled and deionized (ASTM Type II) water rinse.

Samples will be placed in a cooler and chilled with ice, and will be picked up by the laboratory.

Soil Sample Collection

Delineation soil samples will be collected to determine the horizontal and vertical extent of potential contamination as depicted on Figures 1 and 2. Samples will either be collected by manual methods (auger) or Geoprobe depending on the nature of the ground surface at each boring location. Delineation samples will be collected from discrete 6-inch intervals from designated depths, as outlined in Table 1.

The samples will be field-screened with a properly calibrated photoionization detector (PID) or other suitable instrument. Delineation sample locations will be biased based on professional judgment to ensure that all necessary data is collected to ensure that historical contamination is adequately delineated, both horizontally and vertically.

Analytical samples will be collected utilizing NJDEP protocols. Dedicated disposable scoops and bowls will be utilized for sample collection. Soil samples will be collected at discreet six inch intervals from designated depths at each location. Surficial organic matter (grass, twigs) will be scraped away prior to sample collection. Samples are to be collected directly with dedicated, disposable scoops, homogenized as necessary in dedicated, disposable beakers, and placed directly into sample containers.

Sediment Sample Collection

Delineation sediment samples will be collected to determine the horizontal and vertical extent of contamination as depicted on Figures 1 and 2. Delineation samples will be collected from discrete 6-inch intervals from designated depths at each location.

Sediment samples may be collected using a variety of methods and equipment, depending on the depth of the aqueous layer, the portion of the sediment profile required (surface versus subsurface), the type of sample required (disturbed versus undisturbed), contaminants present, and sediment type. Sediment samples will be collected from beneath an aqueous layer either directly, using a hand-held device such as a shovel, trowel, or auger; or indirectly, using a remotely activated device such as an Ekman or Ponar dredge.

Quality Assurance and Quality Control

Quality assurance/quality control (QA/QC) samples will be collected in accordance with Weston's Quality Assurance Project Plan (QAPP), included as part of *Addendum 3.* Blind field duplicate and matrix spike/matrix spike duplicate (MS/MSD) samples will be collected at a rate of 1 per 20 samples per analytical parameter. Field blanks will be collected once per day per matrix and analyzed for the same parameters as the field samples.

A record of all field procedures, tests, and observations will be recorded in a field logbook and in Weston's electronic field log program, FieldFAST. Entries in the log book and FieldFAST will include the individuals participating in the field effort, date and time, and the initials of the individual responsible for recording the observations.

Field Sample Identification

During sample collection, a variety of data will be collected and managed electronically to eliminate the potential for transcription errors. Field data is defined as all information generated during the field effort, such as field notes, chain-of-custody (COC) information, geotechnical information (i.e., soil descriptions, well construction information, etc.), and survey data.

Each sample will be assigned a unique field sample identification code and labeled accordingly. This field sample identification code provides the tracing of the sample from the location in the field, through laboratory analysis, and finally to data evaluation and presentation, and contains information traceable to the type, location where the sample was collected, and other information appropriate to that sample. This code will be used for references to this particular sample in field and project documentation and reports. It is essential that the integrity of the field sample identification (ID) code not be compromised.

Delineation and post-excavation soil samples will be identified slightly differently, depending on the type of sample and the location from which the samples will be collected.

<u>General Sampling Scheme</u>:

The sample identification code consists of three fields, separated by underscores, in the following format:

AC_YY_Z_R

AC = Sample area of concern or grid designation
YY = Sample Boring Location / Sequence (1, 2, 3....)
Z = Depth Interval (see discussion below)

R = Sample type identifier
(1=sample, 2= duplicate, 3 = field blank)

Delineation Samples:

For delineation samples, the code "AC" above will be replaced by a sample area of concern (e.g., A, B, C or similar designation) and the symbol "_B_" to designate that the sample is a boring location.

Sample Depth:

The location within the vertical sample column will be identified through the use of a systematic sample naming convention. Following the sample location designator, as described in more detail in the following subsections, the depth will be identified through use of the code "_##-##" where the "##" is substituted by an alphabetic depth designator, as follows:

AA	0 Feet
AB	0.5 Feet
AC	1 Feet
AD	1.5 Feet
AE	2 Feet
AF	2.5 Feet
AG	3 Feet
AH	3.5 Feet
AI	4 Feet
AJ	4.5 Feet
AK	5 Feet

For all sample types, duplicate sample pairs will have the designators "_1" for the environmental sample and "_2" for the duplicate sample added to the end of the sample ID, and field blanks will be designated with "_3" appended to the sample ID.

The field duplicate sample will be disguised to the laboratory for analysis but its location from which it was taken will be documented in the electronic field log for future reference.

Investigation-Derived Waste Management

All investigation-derived waste generated during off-site sampling activities will be containerized and temporarily staged at the Hatco Site. Waste will be segregated according to waste stream, e.g., sampling equipment, personal protective equipment, and decontamination fluids. All investigation-derived waste generated during on-site sampling activities will be handled in accordance with applicable Federal and State requirements. Waste will be segregated according to waste stream, e.g., sampling equipment, personal protective equipment, soil cuttings, and decontamination fluids, then containerized in 55-gallon drums or other DOT-approved containers.

Staffing Plan

The following personnel are tentatively scheduled to work on this sampling event:

Personnel	Responsibility
Leeron Tagger	Oversight of delineation sampling event for Weston
Robert Sellers	Field assistant for Weston
ECDI (Drilling personnel)	Subcontractor utilized to advance geoprobe borings if required

Table 1
ConRail Property Delineation Sample Summary

Channel D - Eastern EPEC Property Samples				
Sample Designation	Matrix	Depth below ground surface	Analysis	Lab direction
CRB_01	sediment	0-0.5	BNAs	1 week
	sediment	1-1.5	BNAs	extract/hold
	sediment	2-2.5	BNAs	extract/hold
EPEC_B02	sediment	1-1.5	PCBs, BEHP	1 week
	sediment	2-2.5	PCBs, BEHP	extract/hold
CRB_02	soil	0-0.5	benzo(A)anthracene	1 week
	soil	1-1.5	benzo(A)anthracene	extract/hold
	soil	2-2.5	benzo(A)anthracene	extract/hold
CRB_03	soil	0-0.5	PCBs	1 week
	soil	1-1.5	PCBs	extract/hold
	soil	1.5-2	PCBs	extract/hold
CRB_04	soil	0-0.5	PCBs	1 week
	soil	1-1.5	PCBs	1 week
	soil	1.5-2	PCBs	1 week
	soil	2.5-3	PCBs	extract/hold
CD_01	soil	1.5-2	PCBs	1 week
CRB_05	soil	0-0.5	PCBs	1 week
	soil	1-1.5	PCBs	1 week
	soil	1.5-2	PCBs	extract/hold
	soil	2.5-3	PCBs	extract/hold
CRB_06	soil	0-0.5	PCBs	extract/hold
	soil	1-1.5	PCBs	extract/hold
	soil	2-2.5	PCBs	extract/hold
CRB_07	soil	0-0.5	PCBs	1 week
	soil	1-1.5	PCBs	extract/hold
	soil	2-2.5	PCBs	extract/hold
CRB_08	soil	0-0.5	PCBs	1 week
	soil	1-1.5	PCBs	extract/hold

Notes: BNAs - base neutral compounds
BEHP - bis(2-ethylhexyl)phthalate
PCBs- polychlorinated biphenyls

ATTACHMENT C

Attachment "C"

CONSOLIDATED RAIL CORPORATION (CONRAIL)

SAFETY RULES AND PROCEDURES WHILE ON CONRAIL PROPERTY

While on Conrail property, all consultants, contractors and visitors must comply with the following requirements.

GENERAL SAFETY RULES

1. Consultant/Contractor must ensure that:
   a. "job briefings are conducted prior to work activity and subsequently when activity changes."
   b. "co-workers are warned of unsafe acts and hazards."
   c. "safety rules and all company policies that relate to our job tasks are complied with."
   d. "our work place is drug and alcohol free."
   e. "the behavior in our work place is civil and courteous."
   f. "local, state and federal laws and regulations that relate to our job tasks are observed."
   g. "oral and written report of accidents and injuries are made as soon as possible to the supervisor or employee in charge."

2. "Do not attempt to mount, dismount, or cross over moving locomotives or cars."

3. Consultant/Contractor "must be familiar with and wear approved personal protective equipment and clothing as required" and comply with applicable OSHA requirements.

4. "Do not wear finger rings outside an office environment."

5. "When working on or about tracks:
   a. be alert for the movement of cars, locomotives, or equipment at any time, in either direction, on any track;
   b. do not cross within 25 feet of the end of standing cars, equipment, or locomotives, except when proper protection is provided."

   Note: Proper Protection: Always ensure that a Conrail Flagman is present or the track is taken out of service by the proper Conrail employee, prior to starting any work on or about our tracks!

6. "Do not cross over coupled, moving freight cars."

7. "Do not take refuge under any car, equipment or locomotive."

8. "Do not go under any equipment unless proper protection is provided."

9. "Do not attempt to mount, dismount, or cross over moving equipment."

10. "Seat belts must be worn while operating or riding in motor vehicles that are equipped with them."

11. "Ensure that your work area and environment are clean and orderly, and protected from controllable hazards.

RECOMMENDED SAFE WORK PRACTICES

1. Hi-Rail Vehicles:

   a. "Occupy track only with proper authority."
   b. "Stop on-track equipment when the operator's attention cannot be directed exclusively to controlling the movement."

   * "Be aware of the effects of the weather on starting and stopping hi-rail equipment."

2. Lifting and Carrying:

   a. "Use provided material handling and lifting devices when lifting heavy objects."
   b. "Ensure walkways are free of slipping or tripping hazards before lifting or carrying material."

   * "Wear back support belts whenever you lift."
   * "Designate one person to call signals when two or more people are lifting."

3. Motor Vehicles:

   a. "If two or more people are occupying the motor vehicle, designate one person to guide backing movements from the ground."
   b. "Apply the parking brake to a stationary vehicle if the engine must be left running in order to accomplish its intended task."

   * "Whenever possible back into parking spaces."

4. Personal Protective Equipment:

   a. "Wear head protection provided by the company at all times while on duty, except when working in an office, when riding in a highway motor vehicle, or while in a designated lunch break area. Non-hardhat areas may be designated by local management."

   b. "Wear approved safety glasses with sideshields at all times while on duty, except when working in an office, while in a lunch area, or while in a locker room."

   c. "When working in areas where hearing protection may be required, have approved hearing protection devices available on your person, and wear them where required by posted notice or special instructions."

d. "Wear hi-top (6-inch or more) safety-toe shoes with laces, oil-resistant soles, and a distinct separation between heel and sole when working outside of an office environment . . ."

5. Excavations, Pits, and Manholes

a. "Shore vertical excavations of four feet deep or more."
b. "Call utility locators before you dig."
c. "Protect all open holes and trenches with adequate barricades."

6. On or Around and Crossing Tracks

a. "When observing passing trains or equipment, always look in the direction from which the train or equipment is coming."

* "Use caution when working on or around and crossing tracks."
* "Look in both directions when approaching or crossing tracks."
* "Be alert for dragging bands, shifting loads, etc."

Please ensure that your employees (and all subcontractors), who are or will be working on or about Conrail property, comply with these revised standards of safety conduct. If you have any questions, or need further clarification of anything listed above, please contact your project manager. If there's ever any doubt, the safe course must always be taken!

Remember: *No job is so important, no service so urgent that we cannot take time to perform all work safely.*

*Recommended Safe Work Practice

SPECIFIC REQUIREMENTS

OF

CONSOLIDATED RAIL CORPORATION

FOR

WORK ON ITS RIGHT OF WAY

APPROVED:

2/1/97

G. A Thelen - Assistant Vice President
Engineering

SCOPE

It must be clearly understood that Conrail owns and uses its right of way for the primary purpose of operating a railroad. All work shall therefore be done in a manner such that the rail operations and facilities are not interfered with, interrupted or endangered. In addition, any facilities that are a result of the proposed work shall be located to minimize encumbrance to the right of way so that Conrail will have unrestricted use of its property for current and future operations.
The sponsor of the project shall be ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term 'sponsor' used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc.
The following terms and conditions shall apply to any project which requires performance of work on the right of way or other property of Conrail.

RIGHT OF ENTRY ON CONRAIL PROPERTY

No entry upon Conrail property shall be permitted without the proper authorization by Conrail to the sponsor in the form of an agreement or a proper permit-to-enter prepared by Conrail. The applicant shall pay the associated fees and execute the permit-to-enter prior to entering Conrail property. The location and design of that portion of the access route to the project site that is on Conrail property shall be shown clearly on any plans for the project and approved by Conrail.
It is to be clearly understood that the issuance of a permit-to-enter does not constitute authority to proceed with any construction work. Construction cannot begin until a formal agreement between Conrail and the sponsor is executed, and the sponsor receives permission from Conrail's representative to proceed with the work.

INSURANCE

In addition to any other forms of insurance or bonds required under the terms of any contract or specifications and except to the extent that any of the requirements of this section are expressly waived or revised in writing by Conrail, prior to the commencement of any work, contractor, at his own cost and expense, shall maintain insurance of the following kinds and amounts and deliver to Conrail satisfactory evidence of such insurance as indicated herein:

1. Public Liability Insurance
Public Liability Insurance, including contractual liability insurance of not less than $5,000,000 combined single limit for bodily injury and/or property damage for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Conrail shall be named as an additional insured under this insurance.
2. Automobile Liability Insurance
Automobile Liability Insurance with a limit of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence. Conrail shall be named as an additional insured under this insurance.
3. Workers' Compensation / Employers' Liability Insurance
Employers' Liability and Occupational Disease Insurance with limits of $1,000,000 each accident, $1,000,000 policy limit and $1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of Conrail.

4. General Contractors Pollution Legal Liability Insurance
General Contractor's Pollution Liability Insurance with limits of not less than $5,000,000 per occurrence / $5,000,000 aggregate bodily injury, property damage and cleanup expenses resulting from pollution conditions. Conrail shall be named as an additional insured under this insurance.

5. Railroad Protective Liability Insurance
With respect to the operations performed by it or any of its' subcontractors, contractor shall provide Railroad Protective Liability Insurance (ISO-RIMA FORM) in the name of Consolidated Rail Corporation *, with a limit of not less than $2,000,000 per occurrence, combined single limit for bodily injury and/or property damage, for damages arising out of bodily injuries to or death of all persons and for damage to or destruction of property, including the loss of use thereof. Such insurance shall also contain an aggregate of not less than $6,000,000 for damages arising out of more than one occurrence. * Conrail shall be the "Named Insured" on this policy.

The insurance specified above shall be carried until the project is satisfactorily completed and formally accepted by Conrail. The above indicated insurance coverages shall be effected under standard form policies issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Reports, "AA" or better by Standard & Poor's Insurance Rating Service, and "Aa" or better by Moody's Investors Service. Conrail reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services. The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of the project, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the project and when the insurance was in force. Contractor shall furnish Conrail with certificates of insurance evidencing the insurance coverages required in sections 1, 2, 3, & 4, and shall also furnish the original Railroad Protective Liability Insurance policy referred to in section 5 at least thirty (30) days prior to commencement of the project. All insurance policies shall be endorsed to provide that the insurance company shall give thirty (30) days prior written notice to Conrail if the policies are to be terminated or if any changes are to be made which shall in any way affect the insurance requirements of the project. Certificates, policies or notices should be sent to Manager - Insurance, Consolidated Rail Corporation, 2001 Market Street - 6A, PO Box 41406, Philadelphia, PA 19101-1406.

CHANGES IN RAILROAD FACILITIES

Temporary and permanent changes of signal, communication, power transmission lines, trailers, drainage and other railroad facilities required in connection with the project to clear temporary and/or permanent work of the sponsor as shown on the approved construction plans, shall be made or caused to be made by Conrail at the sole cost and expense of the sponsor in accordance with Conrail's force account estimate. Any other changes made or services furnished by Conrail at the request of the sponsor shall be the sole cost and expense of the sponsor.

PROTECTION OF RAILROAD OPERATIONS

The sponsor shall conduct the work in such a manner as to safeguard the operations, facilities, right of way and property of Conrail. All work affecting the above items shall be subject to the approval of Conrail. The sponsor's operations adjacent to, over or under Conrail's tracks,

facilities, right of way, and property shall be governed by Conrail's standards and by such other requirements as specified by Conrail's representative so as to insure the safe operation of trains, prevent delay to trains and insure the safety of all concerned, including the sponsor's forces.

An operating track shall be considered obstructed or fouled when any object is brought closer than fifteen (15) feet (4.6 m) horizontally from the centerline of track and projects above the top of tie or as determined by Conrail's representative. A power line shall be considered fouled when any object is brought to a point less than eight (8) feet (2.5 m) therefrom. A signal line shall be considered fouled when any object is brought nearer than six (6) feet (1.8 m) to any wire or cable. Cranes, trucks and other equipment shall be considered as fouling the track, power line or signal line when failure of equipment, whether working or idle, with or without load, will obstruct the track or other Conrail facilities.

Equipment used by the sponsor shall be in first-class condition to preclude any failure that would cause interference with the operation of Conrail trains or damage to its facilities. The sponsor's equipment shall not be placed or put in operation adjacent to the tracks or facilities of Conrail without obtaining clearance from Conrail's representative. All such equipment shall be operated by the sponsor in a manner satisfactory to Conrail. No equipment or material shall be stored on Conrail property.

In general, a hazard occurs and a flagman is necessary in the following circumstances: (1) the driving of sheeting or piles within twenty five (25) feet (7.6 m) of the tracks, (2) the removal or demolition of all or part of an overhead or adjacent structure, (3) the erection of any structural material, or (4) the performance of any other operation that could obstruct or foul (as described above) the tracks or other facilities of Conrail as determined by Conrail's representative.

Minimum overhead and lateral clearances as specified by Conrail, shall be maintained during the performance of all work. Existing overhead and lateral clearances shall be maintained during construction unless a temporary reduction in clearance for construction purposes is approved, in writing, by Conrail. The sponsor shall erect a highly visible construction fence no closer than fifteen (15) feet (4.6 m) from the centerline of the track through the work area to insure that the lateral clearance requirement is being met.

All wire and attachments shall be treated as live unless notified by Conrail's representative that same have been grounded and de-energized. Particular attention shall be given to the use of hand lines containing metal strands which cannot be used when working near or above exposed live wires. When working over wires, tools and materials not in use shall be stored in a manner to prevent them from falling. Tools or materials shall not be thrown to or by men working over the wires. The sponsor shall be responsible for locating and protecting all underground facilities.

Painting and paint removal procedures shall be approved by the Conrail and inspected by Conrail's representative prior to beginning the work over railroad right of way. The sponsor shall protect the track structure and railroad property from any material used in conjunction with performing the work. A flagman shall be required whenever the above described work fouls or is likely to foul the track, as previously defined.

The sponsor shall give notice to Conrail's representative at least fourteen (14) days in advance of the time work is to be commenced. Conrail shall assign, at the sole cost and expense of the

sponsor, conductors and/or flagmen, or other similar qualified employees to protect Conrail's trains and facilities when in the opinion of its representative, the construction work will cause or may cause a hazard to Conrail facilities and the safe operation of trains. No operations of the sponsor shall be carried out without all the necessary protection to properly safeguard the work.

The minimum hours per day for railroad employees engaged in flagging service shall be eight (8) hours. The overtime rate will be charged for all time in excess of eight (8) hours. Flagmen are paid from the time they leave headquarters until they arrive back at headquarters. The travel time to and from project site is known as "deadheading" and is paid at full rate of pay, plus travel expenses. No conductor or flagman may remain on duty longer than twelve (12) hours in any twenty-four (24) hour period.

The providing of flagmen or inspectors or the taking of other precautionary measures, shall not, however, relieve the sponsor from liability for payment of damages caused by their operations. The sponsor must obtain permission from the flagman before fouling or obstructing any track.

The sponsor shall be responsible for damage to Conrail facilities or property arising out of the execution of its work. Conrail shall undertake any necessary repair work at the sole cost and expense of the sponsor. Billing for the work shall be in accordance with Conrail's standard billing procedures.

Conrail labor shall be charged to sponsor at actual rate plus amount paid for insurance, railroad retirement, excise tax, vacation allowance, holidays, health and welfare benefits, small tools, 401k payment and overhead in accordance with Conrail's standard billing procedures. Materials shall be charged to the sponsor at actual cost to Conrail plus transportation costs, handling expense and applicable taxes.

RAILROAD ENGINEERING AND INSPECTION

Conrail, at its sole discretion, may assign an engineer or inspector for the general protection of railroad property and operations during the construction of the project. This inspection service shall be supplied at the sole cost and expense of the sponsor.

PAYMENT OF RAILROAD SERVICES

It is a requirement that the sponsor shall reimburse Conrail in full for work undertaken by Conrail in accordance with any provision of these special requirements. Final contract payment shall not be made by the sponsor to its contractor, sub-contractor, consultant or agent, until Conrail certifies that all railroad bills against them, if any, have been paid in full.

TEMPORARY GRADE CROSSING

Under most circumstances, a grade crossing of our track will not be permitted. Should the sponsor demonstrate a necessity for a temporary grade crossing of Conrail's tracks, the sponsor shall be required to apply for and execute the standard private grade crossing agreement for each crossing required. Application for the crossing shall be made to Conrail at least twelve (12) weeks before the crossing is required and addressed to:

Consolidated Rail Corporation
2001 Market Street -12B
PO Box 41412
Philadelphia, Pennsylvania 19101-1412

A letter size plan showing the location, size, construction details, and access to the requested crossing should accompany the letter of application. The plan shall be fully detailed and dimensioned with all Conrail facilities shown and referenced. The sponsor shall state the purpose for which the crossing is needed and the expected life of the crossing. All application fees, construction, maintenance, protection and removal costs shall be at the sole cost and expense of the sponsor. The roadbed and all other Conrail facilities will be restored to the original condition subject to the approval of Conrail's designated representative.

SHEETING AND SHORING REQUIREMENTS

The following items are to be included in the design and construction procedures for all permanent and temporary facilities adjacent to Conrail tracks:

1) Footings for all piers, columns, walls or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction shall not be closer than ten (10) feet (3.0 m) from the centerline of the nearest track.
2) When excavation for construction of the above mentioned facilities is within the theoretical railroad embankment line (see Conrail Drawing SK-1, attached), interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability. The use of trench boxes or similar devices is not acceptable. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by Conrail. Consideration for the use of soldier piling and lagging shall be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.
3) The sheeting shall be designed to support all lateral forces caused by the earth, railroad and other surcharge loads. The railroad loading to be applied is an E-80 loading. This loading consists of 80 Kip (356 KN) axles spaced five (5) feet (1.5 m) on centers. The lateral forces acting on the sheeting shall be computed as follows:
   a. The Rankine Theory shall be used to compute the active earth pressure due to the weight of the soil.
   b. The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8'-6" or 2.6 m). The vertical surcharge, q (psf), caused by each axle, shall be uniform and equal to the axle weight divided by the tie length and the axle spacing (5'-0" or 1.5 m). For an E-80 loading, this results in: $q = 80{,}000 / (8.5 \times 5) = 1882$ psf (90.1 KPa). The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is Ph and can be calculated by the following: $Ph = (2q/\pi)(\beta - \sin\beta \cos 2\alpha)$ (see Conrail Drawing SK-2, attached).
4) Deflection design criteria is as follows:
   a. 1/2" (1.27 cm) maximum deflection for sheet piling ten (10) feet (3.0 m) from centerline of the nearest track.
   b. 1" (2.54 cm) maximum deflection for sheet piling greater than ten (10) (3.0 m) feet from centerline of the nearest track.
   c. Use K (at-rest earth pressure) for design of all braced and tie-back excavations.

5) The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREA Chapter 15, Part 1. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations. A factor of safety of at least 1.5 must be used on temporary sheeting for the embedment length (i.e. multiply calculated embedment depth by 1.5).
6) Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof Tested". All tie-back anchor stresses are to be in accordance with AREA Chapter 8, Part 20.5.7.
7) Exploratory trenches, three (3) feet (0.9 m) deep and fifteen (15) inches (0.4 m) wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in areas where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled with the backfill compacted immediately. This work must be done in the presence of Conrail's representative.
8) Absolute use of track is required while driving sheeting within fifteen (15) feet (4.6 m) from centerline of a live track. The procedure for arranging the use of track shall be as outlined on pages Three and Four.
9)Cavities adjacent to the sheet piling, created by the driving of sheet piling, shall be filled with sand and any disturbed ballast must be restored and tamped immediately.
10)Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling within ten (10) feet (3.0 m) from centerline of track, or when bottom of excavation is below a line extending a 1:1 slope from end of tie to point of intersection with sheeting, shall be cut off eighteen (18) inches (0.5 m) below existing ground line and left in place.
11)Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by Conrail. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within ten (10) feet (3.0 m) of the centerline.
12)Final backfilling of excavation shall be as required by project specifications.
13)The sponsor is to advise Conrail of the time schedule of each operation and obtain approval of Conrail for all work to be performed adjacent to Conrail tracks so that it may be properly supervised by railroad personnel.
14)All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer and shall be accompanied by complete design computations when submitted for approval.
15)Where physical conditions of design impose insurmountable restrictions requiring the placing of sheeting closer than specified above, the matter must be submitted to Conrail for approval of any modifications.
16)Five (5) copies of the submission are to be sent to Conrail's Area Engineer. The sponsor is advised to expect a minimum thirty (30) day review period from the day the submission is received by the Area Engineer.
17)Conrail's representative must be present at the site during the entire sheeting and shoring procedure period. The sponsor must notify the railroad representative at least seventy-two (72) hours in advance of the work. No changes will be accepted after that time.

ERECTION, HOISTING AND DEMOLITION REQUIREMENTS

1) A plan showing the locations of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities should also be shown.
2) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
3) Plans and computations showing weight of picks must be submitted. Where beams are being removed over Conrail facilities, the weight shall include the weight of concrete or other material that will be included in each pick. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure.
4) If the sponsor can prove to Conrail that plans do not exist and weights must be calculated from field measurements, the field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and he shall include sketches and estimated weight calculations with his procedure. If possible, field measurements shall be taken with a Conrail representative present. Weights shall include the weight of concrete, or other material, that will be included in the lifts.
5) If the procedure involves either the cutting of steel or the bolting of joints which would affect Conrail operations, a detailed staging plan with estimated durations will be required.
6) A location plan showing all obstructions such as wires, poles, adjacent structures, etc., must be provided to show that the proposed lifts are clear of these obstructions.
7) A data sheet shall be prepared listing the type, size and arrangements of slings, shackles, or other connecting equipment. Include copies of a catalog or information sheets for specialized equipment.
8) A complete procedure is to be included, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
9) Demolition shield submittals must include a plan showing the details of the shield, a written installation and removal procedure and design calculations verifying the capacity of the shield. The shield should be designed for a minimum load of fifty (50) pounds/sq.ft (245 kgs./sq.m) plus the weight of the equipment, debris and any other load to be carried.
10) Temporary support of any components (overhead or undergrade) or intermediate stages is to be shown and detailed. A guardrail (railroad) will be required to be installed in a track where a temporary bent is located within twelve (12) feet (3.7 m) from the centerline of that track.
11) A time schedule of the various stages must be shown as well as a schedule for the entire lifting procedure.
12) All bridge erection or demolition procedures submitted will be prepared, signed and sealed by a Registered Professional Engineer.
13) Five (5) copies of the lifting procedures are to be sent to Conrail's Area Engineer. The sponsor is to expect a minimum thirty (30) day review period from the day the submission is received by The Area Engineer.
14) Conrail's representative must be present at the site during the entire demolition and erection procedure period. The sponsor must notify the railroad representative at least seventy-two (72) hours in advance of the work. No changes will be accepted after that time.
15) The name and experience of the employee supervising the operation must be supplied to Conrail.

OVERGRADE BRIDGE REQUIREMENTS

CLEARANCES

1) The minimum vertical clearance above the top of the higher rail shall be twenty three (23) feet (7 m) at all times. In areas where the railroad has been electrified with a catenary wire, and areas which are likely to be electrified, the minimum vertical clearance must be twenty four (24) feet, six (6) inches (7.5 m) above the top of the higher rail.
2) The minimum horizontal clearance measured from the centerline of track to the near face of the obstruction must be twenty (20) feet (6.1 m) for tangent track and twenty one (21) feet (6.4 m) for curves. See Conrail Standard Plan 48754-B, attached.
3) Whenever practicable, bridge structures must have the piers and abutments located outside of the railroad right of way. All piers located less than twenty five (25) feet (7.6 m) from the centerline of track require a crashwall designed in accordance with specifications outlined in the current AREA manual.
4) All piers should be located so that they do not interfere with ditches. Where special conditions make this impossible, an explanation of these conditions must be submitted with the drainage plans for review by Conrail.
5) The permanent clearances should be correlated with the methods of construction so that temporary construction clearances will not be less than the minimum allowed.
6) Bridge structures shall provide sufficient lateral and vertical clearance for anticipated future tracks, changes in track centers and raising of tracks for maintenance purposes. The locations of these tracks shall be determined by inquiry to Conrail.
7) The profile of the top of rail should be examined to determine if the track is in a sag at the location of the bridge. If the track is in a sag, the vertical clearance from the track to the bridge should be increased sufficiently to allow raising the track to remove the sag.
8) Plans for bridges must show dimensioned locations of all utilities which might be located on the railroad right of way.
9) Vertical and horizontal clearances must be adjusted so that the sight distance to railroad signals is not reduced from what is existing.
10) All proposed temporary clearances which are less than those listed above must be submitted to Conrail for review and must be approved by Conrail prior to construction.
11) Clearances are subject to the requirements of the state in which the construction takes place and must be approved by the State and Conrail if less than those prescribed by law.

DRAINAGE

1) Maintaining the existing drainage and providing for future drainage improvements is of the utmost importance. Conrail will give special attention to reviewing drainage details.
2) Drainage plans must be included with the general plans submitted to Conrail for approval. These plans must include hydrologic and hydraulic studies and computations showing the frequency and duration of the design storm used, as well as the method of analysis such as Soil Conservation Service or the Rational method. Conrail uses storms with a 100-year recurrence interval as the minimum design storm.
3) Lateral clearances must provide sufficient space for construction of the required track ditch parallel to the standard roadbed section. If the ditch cannot be provided, or the

pier will interfere with the ditch, then a culvert of sufficient size must be provided. See Conrail Standard Plans 48754-B and 48747, attached.

4) Ditches and culverts must be sized to accommodate all increased run-off due to the construction and the increased size must continue to the natural outlet of the ditch. Ditches must be designed in accordance with good drainage engineering practices and must meet all local codes and ordinances.
5) No scuppers or other deck drains, roadway drainage, catch basins, inlets or outlets are permitted to drain onto Conrail property. Any variation of this policy must have the prior approval of Conrail. If an exception is ultimately granted, maintenance of such should not be Conrail's. Drainage from scuppers and deck drains must be conveyed through pipes, preferably to a point which is off Conrail property. If the drainage must be conveyed into a railroad ditch, calculations must be provided to Conrail which indicate the ability of the ditch to carry the additional run-off.
6) Additional drainage may require the installation of a pipe or pipes, new ditch or reprofiling of the existing ditch.

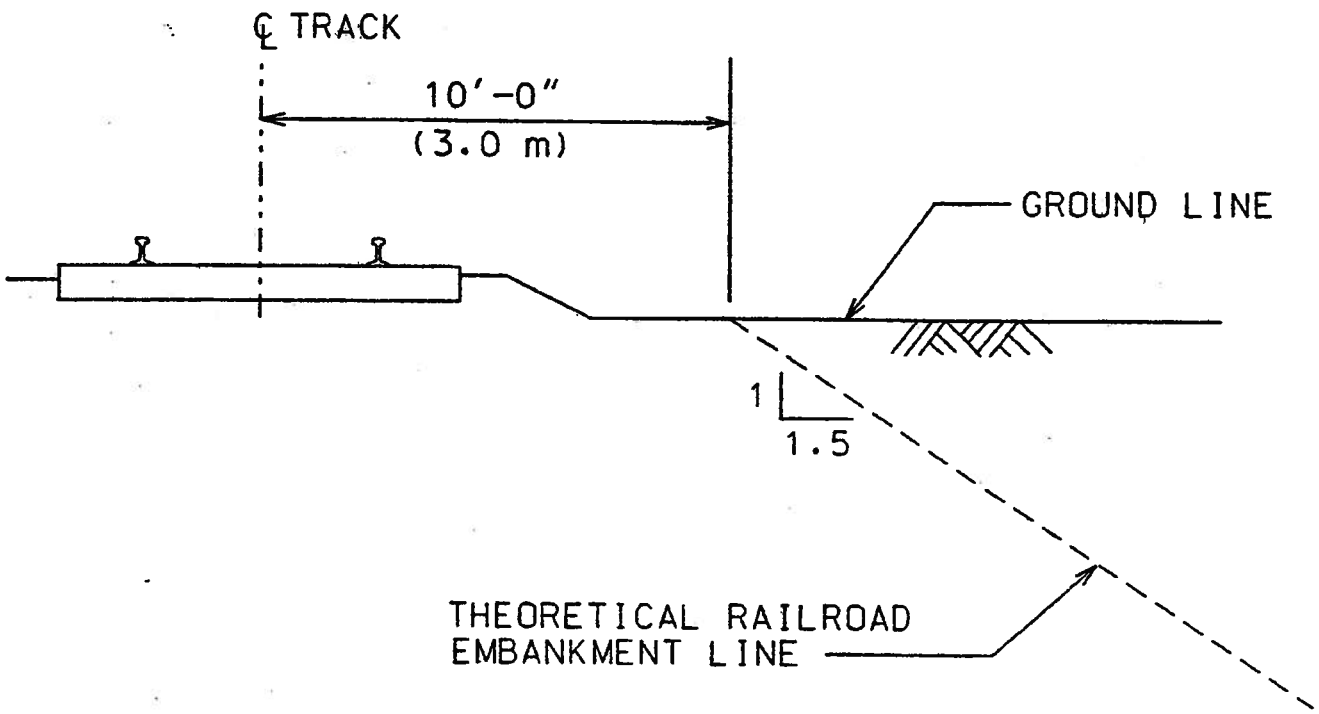
EROSION CONTROL

1) Embankment slopes on Conrail property adjacent to the track must have a slope of 2:1 or less and be paved for a minimum of two (2) feet (0.6 m) beyond the outside edge of the bridge foundation structure. The purpose of the pavement is to minimize erosion of the embankment material and to reduce deterioration of the sub-grade material by drainage water. The pavement shall consist of a prepared sub-base and/or filter fabric with grouted rip-rap on the surface.
2) The general plans for the bridge should indicate the proposed methods of erosion control during construction and must specifically address means to prevent silt accumulation in ditches and culverts and to prevent fouling the track ballast and sub-ballast. If the plans do not show erosion control, the contractor must submit a proposed method of erosion control and must have this method approved by Conrail prior to beginning any grading on the site.
3) Existing track ditches must be maintained at all times throughout the construction period. After the construction has been completed, all erosion and siltation must be removed and the ditches must be restored.
4) Conrail's approval of drainage and erosion control plans will not relieve the sponsor submitting these plans from ultimate responsibility for a satisfactory plan.

REFERENCES

1) In areas where underground utilities may be affected, Conrail's C.E. 8, "Specifications for Pipeline Occupancy" will govern.
2) In areas where power or communication lines will be affected, Conrail's C.E. 4, "Specifications for Wire, Conduit and Cable Occupations" will govern.

CE-6 prepared by F. X. Giacoma, Civil Engineer, Conrail Engineering Department.



REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

1. STEEL SHEET PILING FOR TRACK SUPPORT IS NOT REQUIRED FOR EXCAVATION OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE. SHORING IN ACCORDANCE WITH OSHA REQUIREMENTS SHALL BE USED IN THIS AREA.

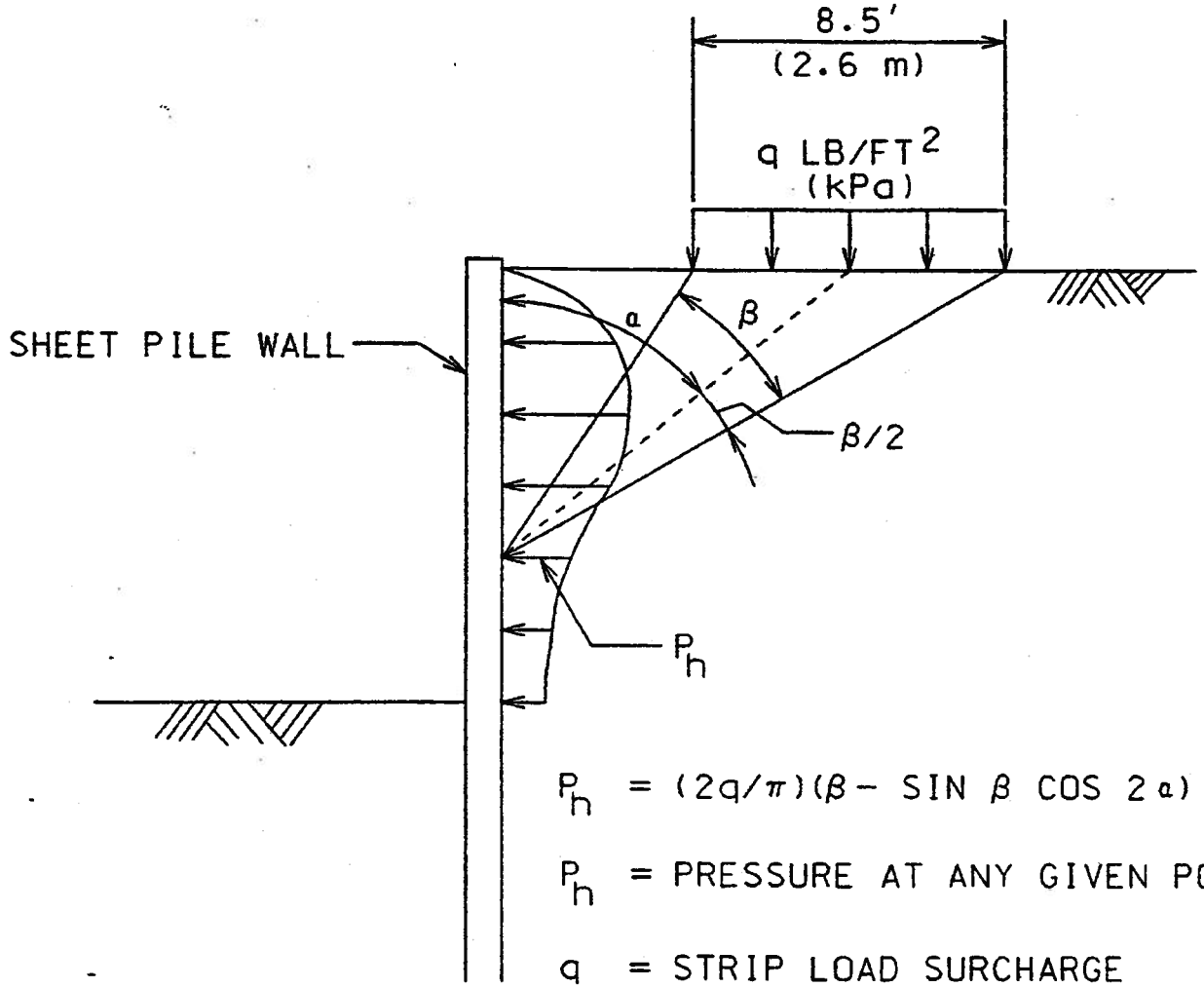
2. STEEL SHEET PILING, DRIVEN PRIOR TO EXCAVATION, IS REQUIRED WHEN EXCAVATION IS WITHIN THE THEORETICAL RAILROAD EMBANKMENT LINE.

3. ALL SHEET PILING IS TO BE DESIGNED FOR AN E-80 LOADING. THE BOUSSINESQ ANALYSIS IS TO BE USED TO DETERMINE THE LATERAL PRESSURE CAUSED BY THE RAILROAD LOADING.

OFFICE OF CHIEF ENGINEER - D & C

FEB 1, 1995 DWG. NO.: SK-1

LATERAL PRESSURE DIAGRAM



$P_h = (2q/\pi)(\beta - \sin\beta \cos 2\alpha)$

P_h = PRESSURE AT ANY GIVEN POINT

q = STRIP LOAD SURCHARGE

α = ANGLE IN DEGREES

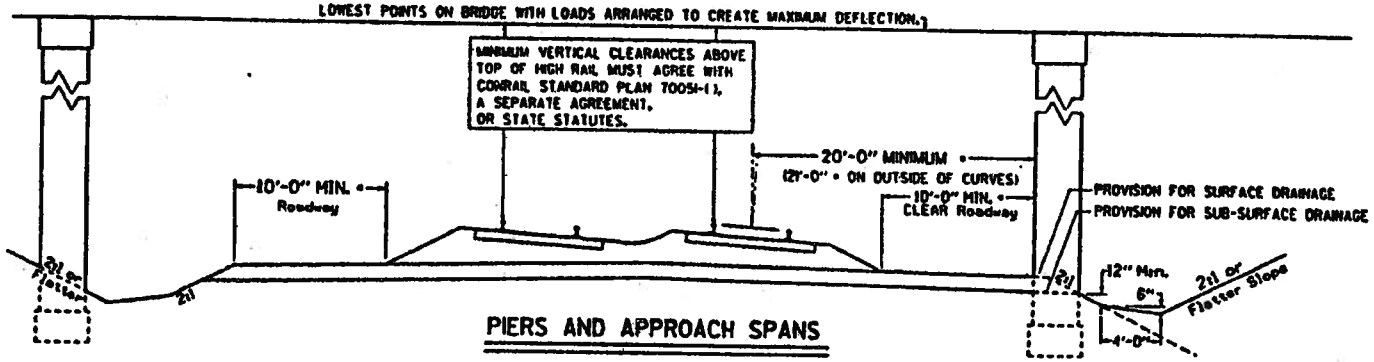
β = ANGLE IN RADIANS

LATERAL PRESSURE DUE TO STRIP LOAD

OFFICE OF CHIEF ENGINEER - D & C

FEB 1, 1995 DWG. NO.: SK-2

RAIN WATER RUNOFF MUST NOT BE DEPOSITED ONTO THE RAILROAD RIGHT OF WAY.
DECK DRAINS AND SCUPPERS ARE PROHIBITED BETWEEN THE TRACK DITCHES.



PIERS AND APPROACH SPANS

ALL SIDE SLOPES THROUGH THE BRIDGE AREA MUST BE COVERED WITH RIP-RAP.

DITCHES AND SLOPES THROUGH THE BRIDGE AREA MUST MEET THE EXISTING DRAINAGE FACILITIES AND MATCH OR EXCEED THEM IN HYDRAULIC CAPACITY.

PIERS LOCATED LESS THAN 25 FEET FROM THE CENTERLINE OF ANY TRACK MUST BE PROTECTED BY CRASH WALLS IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 8, PART 2.4.5 OF THE A.R.E.A. MANUAL FOR RAILWAY ENGINEERING.

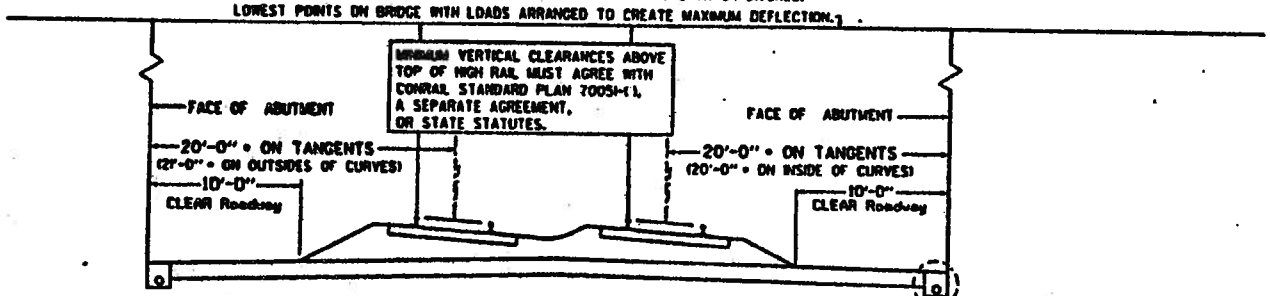
* - LATERAL CLEARANCES MARKED "*" MAY BE REDUCED BY 2 FEET IF A ROADWAY IS NOT REQUIRED.

ADDITIONAL CLEARANCE MAY BE REQUIRED TO ACCOMODATE COMMUNICATION AND SIGNAL POLE LINES, OR AS OTHER FIELD CONDITIONS REQUIRE.

FLAT BOTTOM DITCHES, AS SHOWN, ARE TO BE USED. "V" BOTTOM DITCHES ARE PERMITTED ONLY IN CONJUNCTION WITH A DRAINAGE PIPE. THE PIPE MUST HAVE AT LEAST 4 FEET OF COVER, OR BE AT AN ELEVATION MEETING THE EXISTING DITCHES, AND MUST BE AT LEAST 24" DIAMETER.

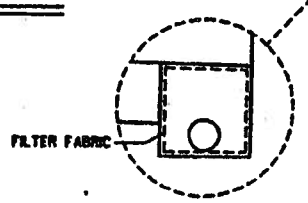
THE DITCH SECTION SHOWN IS THE MINIMUM ACCEPTABLE SECTION. DITCH SIZES MUST BE INCREASED WHEN NECESSARY AS DETERMINED BY HYDROLOGIC AND HYDRAULIC STUDIES, OR IF THE DRAINAGE PATTERN IS ALTERED BY CONSTRUCTION.

RAIN WATER RUNOFF MUST NOT BE DEPOSITED ONTO THE RAILROAD RIGHT OF WAY.
DECK DRAINS AND SCUPPERS ARE PROHIBITED BETWEEN THE TRACK DITCHES.
LOWEST POINTS ON BRIDGE WITH LOADS ARRANGED TO CREATE MAXIMUM DEFLECTION.



ABUTMENTS

DRAINAGE PIPE - 24" MINIMUM DIAMETER



DRAINAGE PIPE - 24" MINIMUM DIAMETER
PIPES SHOULD BE PROVIDED ON BOTH SIDES TO PERMIT CONTINUITY OF ROADBED DITCHES.

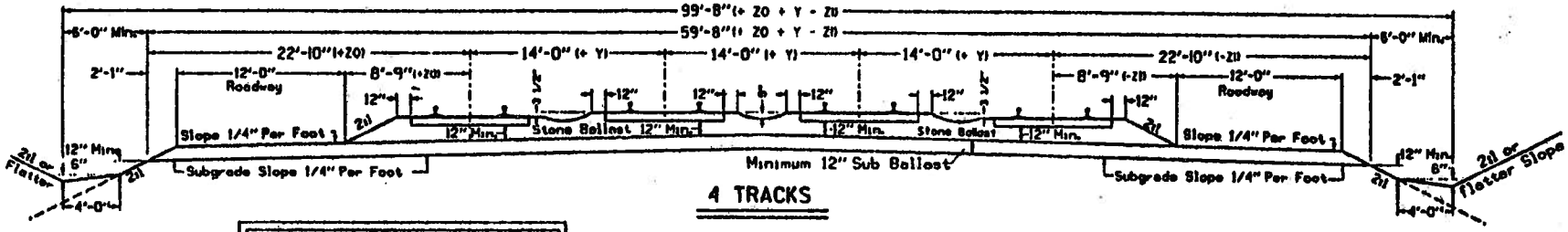
18" X 18" DRAINAGE AREA WITH OPEN GRADED STONE AND 6" DIA. PERFORATED PIPE SLOPED TO DRAIN. (WITH FILTER FABRIC WHEN REQUIRED).

CONRAIL 48754-B

OVERHEAD BRIDGE MINIMUM CLEARANCE DIAGRAM

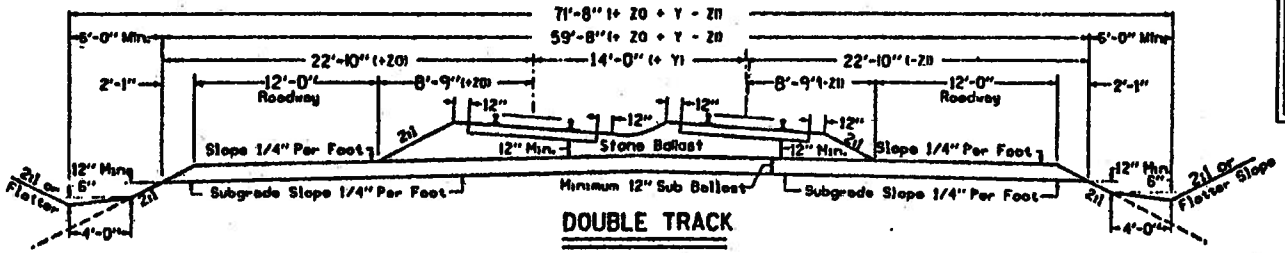
CHIEF ENGINEER D&C

FEBRUARY, 1990



4 TRACKS

Note: Z0 and Z1 are indicated for tracks which curve to the right.



DOUBLE TRACK

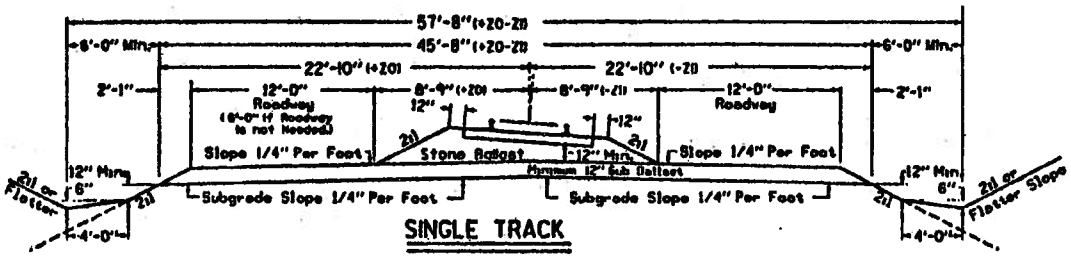
Y DIMENSION

On adjacent tracks where the super-elevation is the same or the outer track has less, Y=2" per degree of curve.

Where super-elevation is greater on the outer track, Y = 2" per degree of curve added to 3 1/2 times the amount of difference in super-elevation.

Z Dimensions 2 or More Tracks

Super-Elevation	Z0 - Outside of Curve	Z1- Inside of Curve
0"	0"	0"
1"	4"	1"
2"	7"	5"
3"	10"	6"
4"	1'-1"	7"
5"	1'-4"	8"
6"	1'-7"	10"



SINGLE TRACK

Z Dimensions Single Track

Super-Elevation	Z0 - Outside of Curve	Z1- Inside of Curve
0"	0"	0"
1"	2"	2"
2"	5"	4"
3"	8"	5"
4"	11"	6"
5"	1'-3"	7"
6"	1'-6"	9"

CONRAIL

48747

TYPICAL
ROADBED AND BALLAST SECTIONS

AUGUST, 1988

CHIEF ENGINEER R&C

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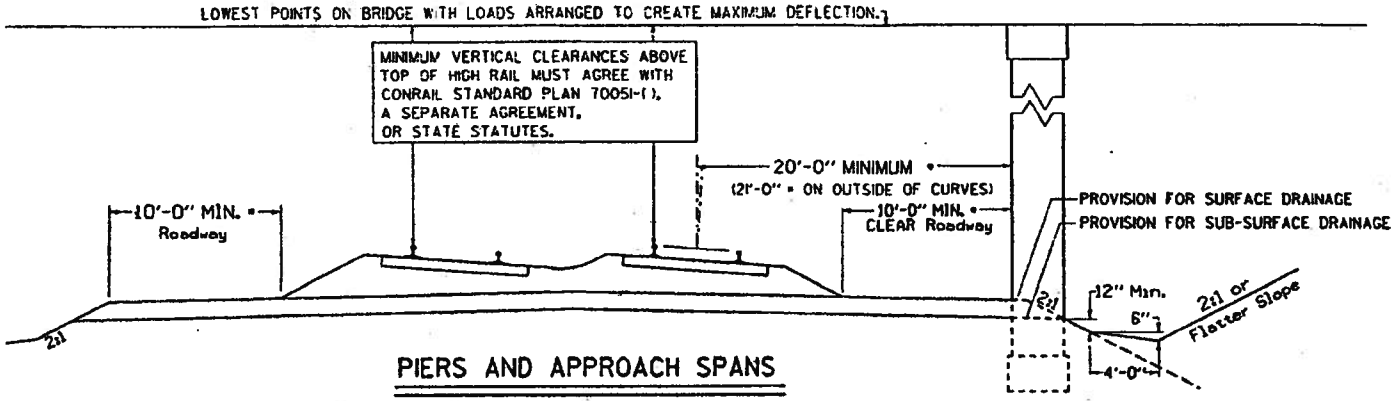

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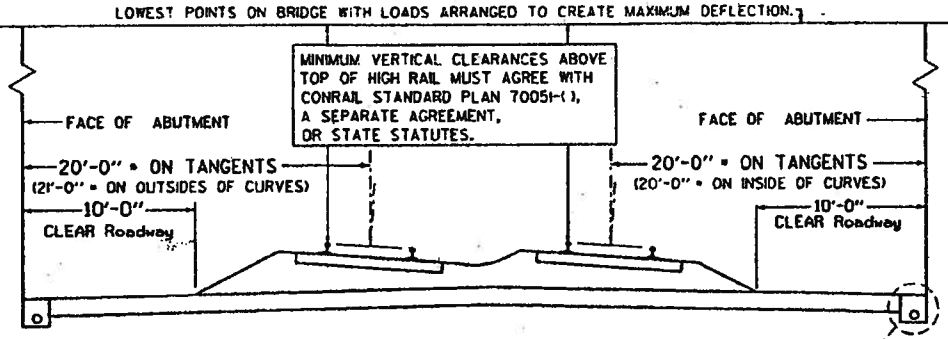
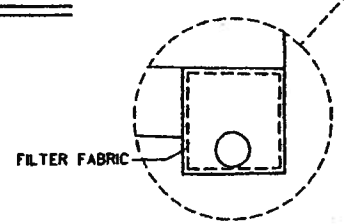


ABUTMENTS

PIPE - 24" MINIMUM DIAMETER



DRAINAGE PIPE - 24" MINIMUM DIAMETER PIPES SHOULD BE PROVIDED ON BOTH SIDES TO PERMIT CONTINUITY OF ROADBED DITCHES.

18" X 18" DRAINAGE AREA WITH OPEN GRADED STONE AND 6" DIA. PERFORATED PIPE SLOPED TO DRAIN, (WITH FILTER FABRIC WHEN REQUIRED).

CONRAIL

487!

OVERHEAD BRIDGE MINIMUM CLEARANCE DIAGRAI

CHIEF ENGINEER D&C

FEBRUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360

J25367--GAWU-13-14

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Commerce And Industry Ins Co	19410
INSURER B :	Liberty Insurance Corporation	42404
INSURER C :	Chartis Specialty Insurance Company	26883
INSURER D :		
INSURER E :	Liberty Mutual Fire Ins Co	23035
INSURER F :		

INSURED
WESTON SOLUTIONS, INC.
ATTN: BONNIE RODGERS, CORPORATE RISK MANAGER
1400 WESTON WAY
WEST CHESTER, PA 19380

COVERAGES **CERTIFICATE NUMBER:** CLE-003842867-05 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			GL 3779410	01/15/2013	01/15/2014	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X POLICY PRO-JECT LOC							$
E	**AUTOMOBILE LIABILITY**			AS2-Z31-477160-043	01/15/2013	01/15/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			PROU 14999614	01/15/2013	01/15/2014	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WA2-Z3D-477160-013 (AOS)	01/15/2013	01/15/2014	X WC STATU-TORY LIMITS / OTH-ER	
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)**	N / A		WC2-Z31-477160-053 (OR, WI)	01/15/2013	01/15/2014	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONRAIL IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

CERTIFICATE HOLDER

CONRAIL ROE
C/O ENVIRON INTERNATIONAL CORPORATION
ATTN: MICHAEL FEAMSTER
201 SUMMIT VIEW DRIVE, SUITE 300
BRENTWOOD, TN 37027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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