

These Supplemental Terms and Conditions for Environmental Remediation Services supplement the Aerojet Rocketdyne General Provisions incorporated into the Purchase Order by reference.

1. **SCOPE OF SERVICES.** The Services that Seller shall provide are set forth in the Statement of Work and in the specifications attached to this Contract, and may include: (a) engineering and technological services relating to the environment; (b) geo-technical services including sampling, analysis, design, engineering and construction; (c) site assessment, (d) laboratory analysis and (e) disposal operations. Seller has satisfied itself as to the nature and location of the work, equipment and facilities needed prior to and during performance of the work, the general and local conditions, and other matters that can reasonably be expected to affect the work under this Contract. Seller agrees that it has reviewed or shall review all information and contract documents furnished to Seller by Aerojet Rocketdyne pertaining to the Work, and that it will timely report any discrepancies or potential problems therein to Aerojet Rocketdyne. Seller has performed or shall perform its own evaluation to verify field conditions and other information furnished to or known by Seller against the proposed Statement of Work and specifications prior to beginning activities. Unless otherwise provided on the face of the Contract, Seller shall secure any permits, licenses, approvals, manifests and inspections necessary to its performance hereunder.
2. **DIFFERING SITE CONDITIONS.** A Differing Site Condition is any subsurface or latent physical condition at the site or sites specified in the Contract that differs materially from that indicated by the Contract documents, and (1) adversely impacts the environmental conditions at the site(s) or the health or safety of persons on or near the site(s), or (2) adversely affects the performance of the Work. If Seller discovers a Differing Site Condition, it shall immediately notify Aerojet Rocketdyne of such discovery and, if possible, before such condition is disturbed. Seller shall stop that portion of the work affected by the Differing Site Condition and sufficiently secure the work to prevent exposure of persons and property to any hazard. Aerojet Rocketdyne shall investigate the Differing Site Condition promptly upon receiving the notice. If the reported condition is a Differing Site Condition which causes an increase or decrease in Seller's cost or time required for performing the Work hereunder, an equitable adjustment shall be made under the Changes clause of the Contract.
3. **SAMPLES.** Seller will retain all soil, rock, vapor, water and other samples obtained from the site(s) for as long as reasonably necessary for proper execution of the Work, but at least as long as specified in this Contract, and if not so specified, for no less than 120 days after the issuance of any document that reports the data for which a sample was taken.
4. **DOCUMENTATION, RECORDS, AUDIT.** Seller shall provide Aerojet Rocketdyne with copies of all documents which Seller is required to file or maintain under any federal, state or local law identifying or naming Aerojet Rocketdyne, including, without limitation, any hazardous waste manifests relating to the Work. All documents furnished Seller hereunder by Aerojet Rocketdyne, and all documents or data acquired for, or prepared in the performance of, this Contract by or on behalf of Seller shall be the property of Aerojet Rocketdyne. Upon request, Seller shall provide Aerojet Rocketdyne with copies of all licenses, approvals, permits, manifests or other documents that Seller is required to obtain or maintain for its performance hereunder.
5. **PRE-EXISTING CONTAMINATION.** Notwithstanding any other provision herein, Aerojet Rocketdyne acknowledges that, as of the date of this Contract, Seller has played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, if any, which may exist at the site(s). Seller has been retained for the sole purpose of assessing any problem that may exist and in formulating a mitigation program, including certain site work; therefore Aerojet Rocketdyne extends to Seller the equivalent protection of a response action contractor as provided for in 42 U.S.C. 9619(c)(1). Ownership of, and legal responsibility and liability for, any pre-existing contamination of real or personal property at the site(s) shall, as between Aerojet Rocketdyne and Seller, be with Aerojet Rocketdyne.

(End)