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REMEDIATION AGREEMENT

PADEP Facility ID #: 15-24418

PAUSTIF Claim #: 19970175(F)

This agreement ("Agreement") is entered into as of the ____ day of ____ [Insert Year], by and between Herr Foods, Inc. ("Client"), with a principal place of business at 20 Herr Drive, Nottingham, PA 19362 and [Insert Environmental Consulting Firm], ("Consultant") with its principal place of business at [Insert Environmental Consultant's Address] (collectively, the "Parties").

RECITALS

WHEREAS, the Client is the current owner/operator of Herr Foods, Inc., PADEP Facility ID# 15-24418, located at 20 Herr Drive, Nottingham, PA 19362, the "Site".

WHEREAS, the Consultant, a [Insert State] Corporation, performs environmental consulting work as an independent contractor.

WHEREAS, the Pennsylvania Department of Environmental Protection ("PADEP") has determined that corrective action including, but not limited to, site characterization, interim remedial measures and remediation, of a petroleum release at the Site is required ("Remediation").

WHEREAS, the Client reported a claim for coverage relating to the release to the Pennsylvania Underground Storage Tank Indemnification Fund ("PAUSTIF"), claim number 19970175(F) ("Claim").

WHEREAS, PAUSTIF has determined the Claim is eligible for coverage from the PAUSTIF subject to the applicable statute and regulations including the payment of reasonable and necessary costs of corrective action at the Site.

WHEREAS, the Consultant has presented to the Client a proposal or bid response document for Remediation to be performed.

WHEREAS, the Client desires that Consultant perform the scope of work described in Exhibit A to this Agreement (the "Scope of Work") for an amount not to exceed the fixed costs described in Exhibit B.

WHEREAS, the Consultant desires to perform the Scope of Work described in Exhibit A to this Agreement for an amount not to exceed the fixed costs described in Exhibit B.

WHEREAS, the Client and the Consultant desire to submit the costs of Remediation to PAUSTIF for review and payment through PAUSTIF's third-party claims administrator, via payment requests and the supporting documentation specified in Exhibit B, to assure that payment is warranted based upon the conditions of this Agreement and subject to applicable laws and regulations including the limitation of the payment to the reasonable and necessary costs for Remediation, not to exceed the claim aggregate limit, and subject to applicable deductible and/or proration.

NOW THEREFORE, in consideration of the obligations, covenants and conditions set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Recitals Incorporated

The above recitals are hereby incorporated as if fully set forth herein.

2. Responsibilities of Consultant

- a. Consultant, as an independent contractor to Client, shall perform the Scope of Work (Exhibit A) in accordance with, and subject to, the other provisions of this Agreement.
- b. The Scope of Work shall be performed in accordance with all applicable federal, state, and local rules and regulations including, but not limited to, the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program).
- c. Consultant shall perform the Scope of Work for an amount not to exceed the Base Contract Price ("BCP") of **\$(insert BCP)** plus any Cost Adders, Optional Milestones and/or Unit Costs, subject to all other provisions of this Agreement.
- d. Consultant shall participate in periodic site meetings with the Client and PAUSTIF for site status updates. Consultant will be provided no less than ten (10) days written notice of the date, time, and location of the meeting by the Client/PAUSTIF through their third party administrator.

3. Responsibilities of Client

- a. Client shall exclusively retain the services of Consultant to perform the Scope of Work, in accordance with, and subject to, the other provisions of this Agreement.
- b. Client shall provide access for Consultant and its subcontractors to the Site, and shall enter into access agreements with other third party property owners, as necessary for Consultant to complete the performance of the Scope of Work.
- c. Client shall, as necessary to complete the Scope of Work: (i) cooperate and assist Consultant with the preparation and submittal, to PADEP, PAUSTIF, local governing authorities and others, of all information and documents including, without limitation, correspondence, notices, reports, data submittals, restrictive covenants, engineering and institutional controls, and the like; and (ii) implement and maintain any engineering or institutional controls.
- d. Client shall transmit to Consultant copies of all documentation, correspondence, reports, and the like, sent or received by Client, regarding the Scope of Work at the Site.
- e. Client shall make a good faith effort to minimize any and all interference with the progress of the Scope of Work if the Site is remodeled or otherwise modified. Client

shall also make a good faith effort to place this condition on third parties that are not a party to this Agreement including, but not limited to, current owners, future owners, current operators, future operators, current lessees and future lessees.

4. Period of Performance

This Agreement shall be effective from the date of this Agreement until the Scope of Work is completed by Consultant, subject to the other provisions of this Agreement.

5. Standard of Care

Consultant shall perform the Scope of Work with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services under similar conditions in the same or similar locality. Consultant is fully responsible for identification and avoidance of any and all underground utilities or other obstructions encountered while performing the Scope of Work. The foregoing is in lieu of all other warranties, express or implied, including warranties of marketability or fitness for a particular purpose.

6. Fees and Payment

- a. Upon the completion of a milestone as described in Exhibit B, Consultant shall submit a payment request ("Payment Request") to the Client for approval using the form in Exhibit B.
- b. Client shall, within thirty (30) days, review and approve, deny, or modify the Payment Request for PAUSTIF reimbursement and return it to Consultant. The Client approved or Client modified Payment Request shall then be submitted by the Consultant to the PAUSTIF for payment of reasonable and necessary costs. Client denied Payment Request shall not be submitted to PAUSTIF.
- c. Client shall use the PAUSTIF to satisfy the Payment Request in connection with the performance of the Scope of Work under the following conditions:
 - i. Client shall submit all necessary documentation to facilitate and permit Consultant direct payment from the PAUSTIF;
 - ii. Should the PAUSTIF be temporarily suspended or permanently terminated, Client shall pay Consultant for any unpaid Payment Request plus interest, within thirty (30) days. Interest is calculated as 0.75% per month on outstanding amounts;
 - iii. In all cases where Consultant is ultimately paid by the PAUSTIF for eligible amounts paid by Client, Consultant will refund to Client such amounts;
 - iv. All payments made by PAUSTIF shall be subject to the claim aggregate, and shall be subject to applicable laws and regulations. Client is responsible to pay any applicable deductible and/or proration;

DRAFT

REMEDIATION AGREEMENT

PADEP Facility ID #: 15-24418

PAUSTIF Claim #: 19970175(F)

- v. With the exception of the Client's applicable deductible or proration, Consultant accepts payment from PAUSTIF of PAUSTIF covered items as payment in full and cannot seek to recover any difference from the Client.
- vi. Reimbursement shall be adjusted from stated fixed costs in Exhibit B for elements of the Scope of Work not actually performed.
- d. The BCP may not be increased except upon the occurrence of a "New Condition" as defined in the Section titled "New Conditions" below and only in accordance with, and subject to, the provisions of this Agreement.

7. Insurance

- a. During the performance of this Agreement, Consultant will carry and maintain the following insurance coverage:
 - i. Workers Compensation Insurance at the statutory limits, and Employer's Liability with a limit of not less than \$1,000,000 each occurrence.
 - ii. Automobile coverage on all vehicles owned, hired, or used in performance of this Agreement with aggregate liability limits not less than \$1,000,000 (Bodily Injury and Property Damage combined single limit).
 - iii. Comprehensive General Liability Insurance, as well as coverage on all equipment (other than motor vehicles licensed for highway use) owned, hired, or used in the performance of this Agreement with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
 - iv. Pollution Liability/Professional Liability at \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- b. Consultant and Client shall each be solely responsible for obtaining and maintaining casualty and other applicable insurance as required by each respective party for the materials, equipment and property, including remediation equipment that each party owns.

8. Performance Product and Warranty

Ten percent (10%) of each quarterly payment for MilestoneG series (and Optional Cost Adder Milestone G, if implemented) will be withheld and accumulated pending successful completion of remediation and initiation of post-remedial groundwater monitoring activities (Milestones I). When this condition has been met, the accumulation of 10% holdback payments, for the Milestones actually completed, will be reimbursed in one lump sum to the successful bidder. The 10% hold-back milestone will not be paid for an in-situ remediation system that has not attained the cleanup goal within the Consultant's remediation timeframe as outlined in Exhibit B.

9. Remediation Equipment and Property Loss or Damage

[The paragraph below must be modified if equipment is rented or leased, or equipment was previously purchased and is already located at the Site.]

Through the effective period of the Agreement, Consultant shall be solely responsible for all costs for repairing or replacing materials and equipment at the Site, that are used, constructed or installed for completing the Agreement work scope that may, by any means, have become stolen, damaged, deteriorated, or destroyed by acts of nature, improper design, improper installation, improper maintenance, improper operation, improper handling, theft, or vandalism. All materials, equipment and other property at the Site, purchased and used under the Agreement, are considered Consultant owned through the effective period of the Agreement. Upon termination of this Agreement and subsequent to payment, according to the terms of the Agreement, by the Client, including reimbursement by the PAUSTIF, ownership of said materials, equipment and property shall reside with Client and Client shall be provided with the title to all trailer-mounted equipment. In such case, Client shall have the benefit of all manufacturer warranties on materials, equipment and other property that it owns.

Upon receipt of PADEP approval of a Remedial Action Completion Report (RACR) or Final Report, as applicable for the Site, Consultant shall provide Client in writing with the option of taking over ownership of a remediation system and/or trailer purchased under this Agreement. If Client chooses in writing to forgo taking ownership of said remediation equipment, Consultant shall retain ownership and remove the equipment from the Site in accordance with this Agreement.

10. Non-performance by Consultant

If Consultant fails to meet any specification of the Scope of Work as outlined in this Agreement, the Client or the PAUSTIF shall notify Consultant in writing of the deficiency(ies). If Consultant does not correct the deficiency(ies) within thirty (30) days, Consultant shall be in breach of contract and the Client may terminate this Agreement or the PAUSTIF may withhold any further payment. If Consultant corrects the deficiency(ies) within thirty (30) days, this Agreement shall continue.

- a. Lack of continuous progress is considered a failure to meet the specifications of the Scope of Work. Continuous progress is defined as persistent and effective action on the part of Consultant done in furtherance of implementing the Scope of Work. If Client determines that continuous progress is not being made toward implementing the Scope of Work, Client may provide a written First Notice of Deficiency to Consultant and the PAUSTIF detailing the reasons for this determination. After sixty (60) days from date of the First Notice of Deficiency, Client may provide a written Second Notice of Deficiency to Consultant and the PAUSTIF, providing details regarding the ongoing lack of continuous progress. Consultant may be notified in writing by Client sixty (60) days after the date of the Second Notice of Deficiency, that the Consultant is in breach of contract and Client may terminate this Agreement or the PAUSTIF may withhold any further payment.
- b. If the Agreement is terminated, Consultant shall be notified in writing that the Agreement has been terminated. Consultant shall submit Payment Request(s) for all reasonable and

necessary costs of completed milestones in accordance with the Section titled “Fees and Payment” within thirty (30) days of notification that the Agreement is terminated, and Consultant and Client shall have no further obligations under this Agreement.

- c. All referenced written notices are to be sent via certified mail, return receipt requested, and first class mail.

11. New Conditions

- a. A “New Condition” exists when one (1) or more of the following events occur and, as the result of such event, Consultant, Client or the PAUSTIF has demonstrated that the cost and/or period of time necessary to accomplish the Scope of Work is materially increased, or that it is no longer practicable to implement all or part of the Scope of Work:
 - i. The discovery of New Contamination (defined as any presence or release, or any portion of a presence or a release, of any regulated substance including, without limitation, a regulated substance that materially impacts soil, sediment, surface water, soil vapor, indoor air quality and/or groundwater quality that did not exist or was not identified in previous corrective action(s)). New Contamination includes, but is not limited to:
 - 1) in the case of a Site with no separate phase liquid (SPL) in subsurface media in the two (2) years prior to the date of this Agreement, the detection of SPL that occurs after the date of this Agreement in one (1) or more monitoring points for two (2) or more consecutive quarters with a thickness of 0.01 feet or greater as measured by an interface probe;
 - 2) regulated substances discovered after the date of this Agreement that are present in Site media in separate, dissolved, sorbed or volatile form that could not reasonably be anticipated at a petroleum release site including, but not limited to, dry cleaning chemicals, fertilizers, and combustion ash, and that cause a material impediment in performing the Scope of Work;
 - 3) increases in concentrations in regulated substance(s) dissolved in surface water or groundwater greater than one hundred (100) times the maximum concentration of such regulated substance(s) measured during the two (2) years prior to the date of this Agreement, and present at more than one hundred (100) times the maximum concentration for two (2) or more consecutive quarters, provided that this increase cannot be attributed to the Remediation including, but not limited to, rebound caused by the deactivation of any and all remediation systems; or
 - 4) migration of off-site contamination on to the Site that materially affects the Consultant’s ability to perform the Scope of Work.
 - ii. Construction, remodeling or other reconfiguration of the Site to the extent that it materially impedes the performance of the Scope of Work;

DRAFT

REMEDIATION AGREEMENT

PADEP Facility ID #: 15-24418

PAUSTIF Claim #: 19970175(F)

- iii. A release reported to the PADEP and/or the PAUSTIF from an Underground Storage Tank (UST) system(s) or surface spill that occurs after the date of this Agreement and that materially impacts soil, sediment, surface water, soil vapor, indoor air quality, and/or groundwater quality;
 - iv. Data or information discovered, relative to a UST system(s) present at the Site but not known to exist by Consultant and/or Client, or known to the Client but not revealed to the Consultant, on or before the date of this Agreement that materially impacts soil, sediment, surface water, soil vapor, indoor air quality and/or groundwater quality;
 - v. Promulgation of new, or change in interpretation of existing, federal, state, or local law, regulation, ordinance, guidance or written policy to the extent that it materially impedes the performance of the Scope of Work. This shall include material changes to laws and regulation that establish, implement and administer the PAUSTIF;
 - vi. Limits or changes to access to the Site or adjacent properties that occur after the date of this Agreement that materially impedes the performance of the Scope of Work;
 - vii. Demands, claims, lawsuits, regulatory enforcement actions and the like initiated by parties other than Client and Consultant that materially impedes the performance of the Scope of Work, including those tasks whereby the continued execution of this Agreement will result in, or has a credible possibility of resulting in, a third party lawsuit and/or enforcement action by the PADEP or other governmental agency;
 - viii. Other conditions that are mutually agreed to by the Client and Consultant that are demonstrated to significantly alter or materially impede the performance of the Scope of Work; or,
 - ix. One (1) or more Site-Specific Assumptions provided in Exhibit A no longer remain true and accurate.
- b. Upon the discovery or occurrence of a New Condition, the discovering Party shall notify the other Party and PAUSTIF in writing by certified mail, return receipt requested, and first class mail, describing the details and a summary of the expected impact to the Scope of Work of such New Condition within thirty (30) days of the discovery of the New Condition. Failure by the discovering Party to notify the other Party and/or the PAUSTIF within thirty (30) days of discovery of the New Condition shall grant the Party that should have received notification the right to terminate this Agreement.
- c. Upon notification of a New Condition, Client, in consultation with PAUSTIF, shall within thirty (30) days choose to:
- i. Terminate Agreement; or
 - ii. Request a modified Scope of Work and associated cost estimate from Consultant to address the New Condition(s) for Client's and the PAUSTIF's review.

- d. Upon receipt of Client's request for a modified Scope of Work and associated cost estimate, Consultant shall within thirty (30) days choose to:
 - i. Prepare the requested documents and submit them to the Client and the PAUSTIF. Upon Client, PAUSTIF, and any necessary PADEP approval of the modified Scope of Work and associated cost estimate, a written Amendment to this Agreement shall be prepared and signed by both Parties. Upon execution of an Amendment, Consultant shall continue with the modified Scope of Work and perform the modified Scope of Work in accordance with the terms agreed to in the executed Amendment. Client, in consultation with PAUSTIF, may choose to reject (not authorize) the modified Scope of Work and associated cost estimate to address the New Condition(s) prepared and submitted by Consultant. In this case, Client shall terminate this Agreement; or
 - ii. Decline the Client's request to prepare a Modified Scope of Work and associated cost estimate to address the New Condition(s), or the Consultant may fail to submit the documents within thirty (30) days. In either event the Agreement shall be terminated.
- e. If the Agreement is terminated, the Party terminating the Agreement shall provide thirty (30) days written notice to the other Party by certified mail, return receipt requested, and first class mail. Consultant shall submit Payment Request(s) for all reasonable and necessary costs of fully and partially completed milestones in accordance with all other terms described in the Section titled "Fees and Payment" within thirty (30) days of notification that the Agreement is terminated, and Consultant and Client shall have no further obligations under this Agreement.

12. Indemnity

Consultant shall indemnify and hold Client harmless from and against any liabilities, losses, claims, orders, damages, fines and penalties (collectively, "Claims") arising out of or related to negligent acts or omissions of Consultant in the performance of the Scope of Work. Client shall indemnify and hold Consultant harmless from and against any Claims arising out of or related to (i) the negligent acts or omissions, or violations of Law, of Client and (ii) regulated substances, including petroleum, that are present at, released to or from, treated at, or removed from, the Site.

13. Site Closure

Consultant shall remove all Consultant owned materials, equipment and other property and arrange for the removal of all remediation-specific utilities from the Site within sixty (60) days of receipt of PADEP approval of its Remedial Action Completion Report (RACR) or Final Report, as applicable. Consultant shall properly seal and/or abandon all on-site and off-site remediation wells, monitoring wells, borings, trenches, and piping/utility runs and the like as part of corrective action and shall properly dispose of all corrective action related waste in accordance with all applicable requirements within sixty (60) days of receipt of PADEP approval of its RACR or Final Report, as applicable, except for those monitoring points necessary to implement a Post Remediation Care Plan (PRCP). Disruption of the Client's normal business shall be kept to a minimum. To the extent practical, the Consultant shall return the Site to the condition that existed prior to initiation of the Scope of Work. Conditions prior to initiation of the Scope of Work will be established with detailed site plans and photographic documentation.

14. Governing Law and Assignment

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and it may not be assigned without the prior written consent of the other party.

15. Modification

No modification to, waiver of, or cancellation of any term of this Agreement shall be valid unless it is in writing and signed by both Parties.

16. Mutually Agreed Termination

If both Parties agree to terminate this Agreement, then the Agreement shall be terminated upon each Party notifying the other Party and each Party separately notifying the PAUSTIF in writing by certified mail, return receipt requested, and first class mail. Consultant shall submit Payment Request(s) for all reasonable and necessary costs of fully and partially completed milestones in accordance with all other terms described in the Section titled "Fees and Payment" within thirty (30) days of notification that the Agreement is terminated, and Consultant and Client shall have no further obligations under this Agreement.

17. Integration and Severability

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the Parties.

The provisions of this Agreement are severable, and in the event any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

18. Order of Precedence

In the event of a conflict in the terms and conditions of this Agreement and the conditions on which it is based, the following order of precedence shall apply:

- A. This Agreement including all Exhibits
- B. Consultant's [Title of Bid Response or Proposal] dated [Insert Date of Document]
- C. Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated [Insert Date(s) of Documents]
- D. The Request for Bid Document dated [Insert Date of Document]
- E. Other Contract Documents

The remainder of this page intentionally left blank.

DRAFT
REMEDATION AGREEMENT
PADEP Facility ID #: 15-24418 PAUSTIF Claim #: 19970175(F)

19. Notice

Any notice, request, demand or communication which is or may be required to be given hereunder shall be deemed given when sent by registered or certified mail, return receipt requested and first class mail, to the following addresses:

If to Client: Herr Foods, Inc.
 Attn: Mr. Matthew Gojmerac
 P.O. Box 300
 Nottingham, Pennsylvania 19662

If to Consultant: **[Insert Environmental Consulting Firm Name]**
 Attn: **[Insert Point of Contact]**
 [Insert Point of Contact Job Title]
 [Insert Street Address]
 [Insert City], Pennsylvania [Insert Zip Code]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by its duly authorized representative in two (2) identical counterparts on the day and year first above written.

For: **Herr Foods, Inc.**

For: **[Insert Consultant Name]**

By: _____
 Date

By: _____
 Date

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

The Scope of Work described in the Consultant's **[Title of Bid Response or Proposal]** dated **[Insert Date]**, Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated **[Insert Date(s)]**, and the Request for Bid Document dated **[Insert Date]**, is incorporated herein, with the following exceptions:

- **[Insert Site Specific Information, deletions or additions to the SOW or "None"]**

Site-Specific Assumptions:

Assumptions are discussed in the Consultant's **[Title of Bid Response or Proposal]** dated **[Insert Date]**, Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated **[Insert Date(s)]**, and the Request for Bid Document dated **[Insert Date]**. However, for clarity and to facilitate administration of the Agreement, the only Site-Specific Assumptions that shall be considered under the Section of this Agreement titled "New Conditions" are as follows:

- **[Insert Site-Specific Assumptions (SSA) accepted by both parties or "None"]**
 - **[Examples of SSAs are 'PADEP will not require more than 8 wells to be installed', or 'use of the farm road to reach off-site locations will be permitted'. SSAs are statements that are believed to be true and accurate as of the date of the Agreement and that will materially impact the Scope of Work and/or costs if, at some point during the period of the Agreement, the SSA is no longer true or accurate.]**
1. Waste generated during recovery well installation and trenching will be non-hazardous.
 2. The Vapor Intrusion Study under Milestone B will indicate no excess vapor intrusion risks and vapor mitigation on current commercial buildings will not be required.)
 3. The Revised Remedial Action Plan (RRAP) will be approved by PADEP. Note that the final report must be completed following the guidelines specified in Pennsylvania Code, Title 25, Chapter 245 and the Land Recycling Program (Act 2) Technical Guidance Manual and must incorporate feedback from the Client and/or PAUSTIF (or its representatives). If all of the criteria are met and the PADEP does not approve the RRAP, then a New Condition exists.
 4. Remediation will be complete and soil and groundwater attainment activities will be initiated on or before the completion of the G series Milestones (including Optional Milestone if necessary).
 5. Groundwater plume stability will be successfully demonstrated within the eight quarters under Milestones I1 through I8 plus the four additional quarters under Optional Cost Adder Milestone I.
 6. After the conduct of the proposed remediation, excessive human or ecological health risks will not persist at on-property or off-property parcels.
 7. PADEP's New Quick Domenico model will be appropriate for completing post-remediation risk assessment forecasts to determine whether post-remediation migration of on-property contamination would produce an excessive off-property risk in the future under Optional Milestone N.
 8. The final RACR prepared under Milestone K1 will be approved by PADEP. Note that the RACR must be prepared in accordance with Section 245.313, be provided to Client and PAUSTIF (or its representative) for review and comment two weeks prior to final

submission to PADEP, and Client and PAUSTIF comments must be incorporated into the final RACR for a New Condition to exist if PADEP does not approve the RACR.

Provisions:

The following Provisions are agreed upon by both Parties. **[Provisions are agreements by both Parties that are not addressed by the main body of the Agreement. Optional costs and cost adders can be described here as well. Provisions will not trigger a “New Condition”.]**

- **[Insert Provisions or “None”]**
 - **[Examples: ‘If this occurs then that will happen statements’ such as “If groundwater data in the designated POC groundwater monitoring wells has been either non-detect or below SHS for four consecutive quarters, Consultant will petition PADEP to approve a reduction in the total number of groundwater attainment sampling events.”; or “Should it be determined necessary to implement any of the Optional Cost Adders as described in the aforementioned documents, Optional Cost Adders will be billed consistent with Exhibit B of this Agreement.”]**
1. **Remove if not applicable** “Pilot Test Off-Ramp” –If Consultant’s proposed remedial approach is not reasonable based solely on pilot test results indicating that it cannot be implemented as proposed in the conceptual design based on critical criteria outside the defined ranges (listed below) from the pilot test data from Milestone B, then one of the following conditions will apply:
 - a. With advance Client and PAUSTIF approval, Consultant may elect to modify the remediation plan and continue with the project at no additional cost; that is, for the same total fixed price found in the bid response or a lesser fixed-cost. If Consultant’s modified plan is approved by Client and by PAUSTIF for funding, the executed Remediation Agreement may be amended, if necessary, to agree with the modified remediation plan and costs; however, the total fixed price of the Remediation Agreement shall not be increased.
 - b. If Client or PAUSTIF choose not to approve Consultant’s revised remediation plan adjusting to the new data, the Remediation Agreement for the project will terminate.
 - c. If Consultant adequately demonstrates the site conditions revealed by the results of pilot testing performed under Milestone B could not have reasonably been expected prior to conducting the Milestone B activities, Consultant may elect to not proceed and to terminate the Remediation Agreement for the project.

Critical Criteria: **[insert critical criteria below]**

2. **[AS APPLICABLE]** As appropriate, some quarters of contaminant rebound monitoring and reporting may be allotted towards the groundwater attainment demonstration.
3. Quarterly time periods as used in this agreement refer to calendar year quarters (i.e., Q1 equals January through March, etc.).
4. Any request for the cost to repair wells and/or manhole covers shall be considered on a case by case basis; reimbursement for the cost to repair wells and/or manholes shall be invoiced on a time and materials basis outside of this Agreement. Consultant will not perform, invoice for, or be reimbursed for any unnecessary tasks/work.
5. PAUSTIF requires Consultant to meet a Professional Engineer from their TPR staff for an onsite system inspection in an effort to review the installed and operational remediation system and confirm the system construction as presented. Following the

DRAFT

REMEDIATION AGREEMENT

PADEP Facility ID #: 15-24418

PAUSTIF Claim #: 19970175(F)

meeting, the Professional Engineer will provide PAUSTIF, Client and Consultant with a written report on the meeting. Consultant shall provide at least one week notice to the PAUSTIF before expecting to meet. The written report is required documentation to support completion and reimbursement of Milestone F5.

6. During the initial quarter of remedial system operation, if the system is activated more than thirty days into the quarter, the per-quarter milestone cost will be pro-rated based on actual operational percentage during said quarter.
7. Should the remediation system be deactivated to initiate attainment monitoring in the middle of a given quarter, the per-quarter reimbursement cost will be pro-rated based on actual operational percentage during the quarter.
8. Pre-remedial quarterly site monitoring, sampling & reporting events will be limited to Milestones E1 and E2 in the base contract price plus [insert number of events] under Optional Cost Adder Milestone E3 as defined in Consultant's bid. If additional events are required under Milestone E3, pre-approval from Client and PAUSTIF (for funding) is required.
9. If the remedial system is shut down before all of the Milestone G quarterly events are completed, the Consultant will be required to wait a minimum of two months before initiating groundwater attainment activities (Milestone I). If during the first quarter of groundwater attainment, dissolved-phase constituent concentrations are detected above SSS numeric standards, the Consultant shall be obligated to restart the system within 7 days of receipt of the groundwater data and continue with the residual quarterly Milestone G activities. Then, when all the RFB assumed O&M quarters of the Milestone G activities have been completed (plus any or all of the Cost Adder Milestone G quarters) and groundwater attainment activities are re-initiated, Milestone I1b will be performed at no additional cost to Client.
10. Should Consultant identify deficiencies and recommend actions to optimize remedial effectiveness in the Remedial Performance Evaluation Report (Milestone H), and the stakeholders agree with the necessity and appropriateness of one or more of the recommendations, then enabling contracting mechanisms will be explored at that time.
11. If groundwater analytical results from the key compliance wells, POC and off-property attainment wells have been either non-detect or below SSS numeric standards for four consecutive quarters, the PADEP will be petitioned to approve a reduction in the number of groundwater attainment sampling events.
12. If excavation activities cause damage to building(s), infrastructure, piping, or other existing Site features, then Consultant will be responsible for repairing any damage at no additional cost to Client. This provision excludes damage to the existing pavement and concrete since surface paving to restore the area to pre-excavation conditions are included under Milestone M.
13. The fixed-price of Milestone L includes all reasonable and necessary activities and required fees to finalize and file the EC for the subject property (ies) with the local court house and other required entities. Consultant is responsible for coordinating this work with Client and their legal counsel(s). Legal fees are not included in costs. PAUSTIF reimbursement of Client and/or third party legal fees will be considered outside of the executed Remediation Agreement.
14. Post Remedial Care tasks, if necessary, are not included in this Agreement.
15. Should it be determined necessary to implement any of the Optional Cost Adders as described in the aforementioned documents, Optional Cost Adders will be billed consistent with Exhibit B of this Agreement.

EXHIBIT B

PAYMENT REQUEST AND SCHEDULE OF FIXED COSTS

[Modify table consistent with Scope of Work]

| Milestone Identification | | Supporting Documentation | Estimated Completion Month | Fixed Cost/ Payment Request Amount |
|--------------------------|---|---|----------------------------|--|
| A | Supplemental Site Characterization Activities | <ul style="list-style-type: none"> Insert supporting documentation consistent with tasks in selected bid Complete time and material cost documentation | January 2019 | Time and material not to exceed \$10,000 |
| B | Vapor Intrusion Study (To be completed prior to Milestone C as applicable) | <ul style="list-style-type: none"> Field notes Vapor point construction details, if applicable Laboratory analytical reports | January 2019 | \$100.00 |
| C | Pilot Testing and Reporting Remove if not applicable | <ul style="list-style-type: none"> Pilot Test Report Statement regarding whether the Pilot-Test Off-Ramp will be exercised | January 2019 | \$100.00 |
| D1 | Preparation/Submittal of a Revised Remedial Action Plan (RRAP) | <ul style="list-style-type: none"> Draft RRAP submitted to Client and PAUSTIF at least 2 weeks prior to final submission to PADEP Copy of final RRAP submitted to PADEP | January 2019 | \$75.00 (approx. 75% of bid cost) |
| D2 | PADEP Approval of RRAP | <ul style="list-style-type: none"> PADEP Letter Approving RRAP | January 2019 | \$25.00 (approx. 25% of bid cost) |
| E1 | Pre-remedial Quarterly Groundwater Monitoring, Sampling & Reporting | <ul style="list-style-type: none"> Quarterly Remedial Action Progress Report (RAPR) | January 2019 | \$100.00 |
| E2 | Pre-remedial Quarterly Groundwater Monitoring, Sampling & Reporting | <ul style="list-style-type: none"> RAPR | January 2019 | \$100.00 |
| F1 | Installation of Remediation Wells [specify number of each type of well to be installed] Remove if not applicable | <ul style="list-style-type: none"> Well Construction Logs Field Notes Documentation of subsurface investigation | January 20149 | \$100.00 |
| F2 | Remediation System Final Design, Equipment Purchase and Assembly Remove if not applicable | <ul style="list-style-type: none"> Purchase receipts/invoices for all new equipment Final System Design document Photographic Documentation | January 2019 | \$100.00 |

DRAFT**REMEDIATION AGREEMENT**

PADEP Facility ID #: 15-24418

PAUSTIF Claim #: 19970175(F)

| Milestone Identification | | Supporting Documentation | Estimated Completion Month | Fixed Cost/ Payment Request Amount |
|--------------------------|---|---|----------------------------|--|
| F3 | Site Preparation Work | <ul style="list-style-type: none"> ▪ Copies of any required permits ▪ Documentation of PA One Call Notification and subsurface utility/other obstruction mark-out ▪ Electrician invoice or other documentation to support use of qualified electrician and tasks performed, if applicable | January 2019 | \$100.00 |
| F4 | Remediation Equipment Shed/Trailer Location, Trenching, Subsurface Piping, Mechanical and Electrical <i>Remove if not applicable</i> | <ul style="list-style-type: none"> ▪ Photo Documentation ▪ Electrician invoice or other documentation to support use of qualified electrician and tasks performed | January 20149 | \$100.00 |
| F5 | Final Connections and Startup/Trouble-shooting of the Remediation System <i>Remove if not applicable</i> | <ul style="list-style-type: none"> ▪ Field Notes ▪ Successful startup documentation as described in RFB ▪ Copy of O&M Plan ▪ Copy of as-built drawings ▪ Third-party technical inspection report | January 2019 | \$100.00 |
| F6 | Soil Excavation, Transport & Disposal of Impacted Soil, Backfilling and Restoration <i>Remove if not applicable</i> | <ul style="list-style-type: none"> ▪ Figure showing actual area of excavation ▪ Field notes including PID screenings ▪ Photo documentation of excavation, application of Oxygen Delivery Product and restoration ▪ Receipts documenting purchase of Oxygen Delivery Product (volume consistent with RAP) ▪ Laboratory analytical reports ▪ Well Construction Logs ▪ RAPR | January 2019 | \$100.00 |
| G1 | <i>[if applicable -Remediation System O&M and]</i> Groundwater Monitoring, Sampling & Reporting <i>Insert additional rows below as necessary consistent with bid/remedial alternative selected</i> | <ul style="list-style-type: none"> ▪ RAPR including documentation of system runtime | January 2019 | \$99.00 (\$110.00 less 10% holdback, if applicable) |

DRAFT
REMEDIATION AGREEMENT
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|--------------------------|--|---|----------------------------|---|
| G1-HB | Holdback Payment (associated with Milestones G1 through G8 or G12) for successful completion of remediation <i>Remove if not applicable</i> | <ul style="list-style-type: none"> RAPR demonstrating successful completion of remediation | TBD | Actual amount held back not to exceed \$44.00 |
| H | Performance Evaluation of RAP Remedial Approach | <ul style="list-style-type: none"> Remedial Performance Evaluation Report | January 2019 | \$100.00 |
| I1a | Groundwater Attainment Demonstration (Note: Subject to the terms of Provision #9 of Exhibit A) | <ul style="list-style-type: none"> RAPR | January 2019 | \$100.00 |
| I1b | Groundwater Attainment Demonstration (If necessary, subject to the terms of Provision #9 of Exhibit A) | <ul style="list-style-type: none"> RAPR | TBD | \$0.00 |
| I2 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | January 2019 | \$100.00 |
| I3 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | January 2014 | \$100.00 |
| I4 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | January 2019 | \$100.00 |
| I5 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | January 2019 | \$100.00 |
| I6 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | January 2014 | \$100.00 |
| I7 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | January 2019 | \$100.00 |
| I8 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | January 2019 | \$100.00 |
| J | Plume Stability Assessment (To be conducted after Milestone I, including I9 - I12 as necessary, is completed) | <ul style="list-style-type: none"> Written Assessment provided in RACR or separate report | January 2019 | \$100.00 |

DRAFT
REMEDIATION AGREEMENT
PADEP Facility ID #: 15-24418 PAUSTIF Claim #: 19970175(F)

| Milestone Identification | | Supporting Documentation | Estimated Completion Month | Fixed Cost/ Payment Request Amount |
|---|--|---|----------------------------|---|
| K1 | Preparation and Submission of Remedial Action Completion Report (RACR) | <ul style="list-style-type: none"> Draft RACR submitted to Client and PAUSTIF at least 2 weeks prior to final submission to PADEP Copy of final RACR submitted to PADEP | January 2019 | \$75.00 (approx. 75% of bid cost) |
| K2 | PADEP Approval of RACR | <ul style="list-style-type: none"> PADEP Letter Approving RACR | January 2019 | \$25.00 (approx.. 25% of bid cost) |
| L | Finalizing/Filing of Environmental Covenants (EC) | <ul style="list-style-type: none"> Copy of EC(s) | January 2019 | \$100.00 |
| M | Site Closure and Restoration Activities | <ul style="list-style-type: none"> Well Abandonment Forms Field notes Photographic Documentation | January 2019 | \$100.00 |
| Base Contract Price | | | | \$600.00 |
| Optional Milestones/Unit Costs/Cost Adders | | | | |
| E3 | Additional Pre-remedial Quarterly Groundwater Monitoring, Sampling & Reporting Limited to [insert number of events] events unless prior approval for additional events is requested and provided. | <ul style="list-style-type: none"> Quarterly Remedial Action Progress Report (RAPR) | TBD | \$100.00/ event |
| G9 or G13 | Additional Remediation System O&M and Groundwater Monitoring, Sampling & Reporting [insert additional rows consistent with bid, if necessary or remove if not applicable] | <ul style="list-style-type: none"> RAPR including documentation of system uptime | TBD | \$99.00 (\$110.00 less 10% holdback) |
| G opt - HB | Holdback Payment associated with optional Milestone G series for successful completion of remediation | <ul style="list-style-type: none"> RAPR demonstrating successful completion of remediation | TBD | Actual amount held back not to exceed \$11.00 |
| I9 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | TBD | \$100.00 |
| I10 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | TBD | \$100.00 |

DRAFT
 REMEDIATION AGREEMENT
 PADEP Facility ID #: 15-24418 PAUSTIF Claim #: 19970175(F)

| Milestone Identification | | Supporting Documentation | Estimated Completion Month | Fixed Cost/ Payment Request Amount |
|--------------------------|---|--|----------------------------|---------------------------------------|
| I11 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | TBD | \$100.00 |
| I12 | Groundwater Attainment Demonstration | <ul style="list-style-type: none"> RAPR | TBD | \$100.00 |
| N | Post-Remediation Risk Assessment with Fate & Transport Modeling (With written approval, only after completing Milestone J) | <ul style="list-style-type: none"> Draft Risk Assessment provided to Client and USTIF/ICF for review at least 2 weeks prior to RACR submittal to PADEP | TBD | \$100.00 |
| UC1 | Temporary Operation of CatOx Unit (installation, use for 3 months and removal) | <ul style="list-style-type: none"> Data to support necessity Field notes Specify mass recovery rate threshold / criterion for switching to VGAC | TBD | \$100.00 |
| UC1 A | Per Month Additional CatOx Unit Rental | <ul style="list-style-type: none"> Data to support necessity (confirm threshold criteria for switching not yet met) Field notes | TBD | \$100/ month |
| UC2 | LGAC Change-Out, as needed | <ul style="list-style-type: none"> Data to support necessity (confirmation the criteria or "trigger(s)" driving change-out has been met) Waste Disposal Manifest Purchase Receipt | TBD | \$100.00/ event |
| UC3 | VGAC Change-Out, as needed | <ul style="list-style-type: none"> Data to support necessity (confirmation the criteria or "trigger(s)" driving change-out has been met) Waste Disposal Manifest Purchase Receipt | TBD | \$100.00/ event |
| UC4 | Contaminated Soil Transportation and Disposal [delete if not applicable] | <ul style="list-style-type: none"> Waste Disposal Manifests | TBD | \$10.00/ton |
| UC5 | Clean Fill Importation [delete if not applicable] | <ul style="list-style-type: none"> Delivery Receipts | TBD | \$10.00/ton |
| UC6 | Contaminated Water Transportation and Disposal [delete if not applicable] | <ul style="list-style-type: none"> Waste Disposal Documentation | TBD | \$10.00/ gallon |
| UC7 | Expansion of Soil Excavation [delete if not applicable] | <ul style="list-style-type: none"> Figure showing actual area of excavation Field notes including PID screenings and observations driving expansion Photo documentation | TBD | \$10.00/ in-place cubic yard |

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REMEDIATION AGREEMENT

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| CA1 - CAn | Utilities including electric usage, telephone, cable, internet and any discharge to local treatment facility | <ul style="list-style-type: none">▪ Copies of actual utility bills | Monthly or Quarterly | Actual Cost |

EXHIBIT C

SUPPORTING DOCUMENTS

- Consultant's **[Title of Bid Response or Proposal]** dated **[Insert Date of Document]**
- Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated **[Insert Date(s) of Documents]**
- The Request for Bid Document dated **[Insert Date of Document]**
- **[Specify Other Contract Documents]**