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REMEDIATION AGREEMENT

PADEP Facility ID #: 26-18711 PAUSTIF Claim # : 19960116(F)

This agreement ("Agreement") is entered into as of the _____day of _____ 2022**,** by and between Tim Shell and Ron Hall ("Client"), with a principal place of business at **[Insert Address]** and **[Insert Environmental Consulting Firm]**, ("Consultant") with its principal place of business at **[Insert Environmental Consultant's Address]** (collectively, the "Parties").

RECITALS

WHEREAS, Client is the former owner of Former Dunbar Amoco**,** PADEP Facility ID# 26-18711 located at 1809 University Drive, Dunbar, Pennsylvania 15431 , the "Site".

WHEREAS, 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, Client reported a claim for coverage relating to the release to the Pennsylvania Underground Storage Tank Indemnification Fund ("PAUSTIF"), claim number 19960116(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, Consultant has presented to Client a proposal or bid response document for Remediation to be performed.

WHEREAS, 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, 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, Client and 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 25 Pa. Code, Chapter 245 (Spill Prevention Program), as well as the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and 25 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. Upon request, Consultant shall participate in periodic site meetings with 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 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 make a good faith effort to 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 (as applicable), 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 approved by Client and PADEP.

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 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 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. Client approved or Client modified Payment Request shall then be submitted by 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 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 tPAUSTIF;

   ii. Should 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 PAUSTIF for eligible amounts paid by Client, Consultant shall 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;

   v. With the exception of 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 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. Remediation Equipment and Property Loss or Damage

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 Scope of Work 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.

9. Non-performance by Consultant

If Consultant fails to meet any specification of the Scope of Work as outlined in this Agreement, Client or 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 Client may terminate this Agreement and/or PAUSTIF may withhold any further payment. If Consultant corrects the deficiency(ies) within thirty (30) days, this Agreement shall continue in effect.

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 by 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 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 Consultant is in breach of contract and Client may terminate this Agreement and/or 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 [insert Client preference] to Client, via [insert Consultant preference] to Consultant, and via email to PAUSTIF's third party administrator.

10. 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 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;

iii. A release reported to PADEP and/or 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 Client but not revealed to 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 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 [insert Client preference] to Client, via [insert Consultant preference] to Consultant, and via email to PAUSTIF's third party administrator, 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 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 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 Client and 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 Client's request to prepare a Modified Scope of Work and associated cost estimate to address the New Condition(s), or 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 [insert Client preference] to Client, via [insert Consultant preference] to Consultant, and via email to PAUSTIF's third party administrator. 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.

11. 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 or violations of law 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 by a person or entity other than Consultant.

12. 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 the 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 Client's normal business operations shall be kept to a minimum. To the extent practical, 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 shall be established by Consultant with detailed site plans and photographic documentation.

13. Governing Law and Assignment

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

14. 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.

15. Mutually Agreed Termination

If both Parties agree to terminate this Agreement, the Agreement shall be terminated upon each Party notifying the other Party and each Party separately notifying the PAUSTIF in writing by [insert Client preference] to Client, via [insert Consultant preference] to Consultant, and via email to PAUSTIF's third party administrator. 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.

16. 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.

17. 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**

18. Notice

Any notice, request, demand or communication which is or may be required to be given hereunder shall be deemed given when sent by [insert Client preference] to Client, via [insert Consultant preference] to Consultant, to the following addresses:

If to Client: **Tim Shell and Ron Hall**
[Insert Street Address]
[Insert City], Pennsylvania **[Insert Zip Code]**

If to Consultant: **[Insert Point of Contact]**
[Insert Consultant Name]
[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: **Tim Shell and Ron Hall**

By: _____
Date

Name: _____

Title: _____

By: _____
Date

Name: _____

Title: _____

For: **[Insert Consultant Name]**

By: _____
Date

Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

The Scope of Work described in 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]**, are incorporated herein, with the following exceptions:

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

Site-Specific Assumptions:

Assumptions are discussed in 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:

1. **[Insert Site-Specific Assumptions (SSA) accepted by both parties or "None"]**
2. [**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.]**
3. Waste derived during performance of Scope of Work will not be considered hazardous waste.
4. Preparation of the RACR under Milestone H1 is contingent upon the bidder successfully demonstrating that SPL has been removed to the MEP, dissolved-phase concentrations of COCs are not increasing, and all exposure pathways have been evaluated. The aforementioned criteria will be met, allowing for preparation of a RACR.
5. The final RACR prepared under Milestone H1 will be approved by PADEP. (Note that RACR must be prepared in accordance with Section 245.313, be provided to Client and PAUSTIF 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".]**

1. **[Insert Provisions or "None"]**
2. **[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."]**

3. Should it be determined necessary to implement any of the Optional Milestones, Unit Costs, or Cost Adders as described in the aforementioned documents, all Optional Milestones, Unit Costs, or Cost Adders will be billed consistent with Exhibit B of this Agreement. Client and PAUSTIF (for reimbursement consideration) approval are required prior to implementing Optional Milestones.
4. The fixed-price of Milestone I and Optional Milestone P, if necessary, includes all reasonable and necessary activities and required fees to finalize and file the EC for the subject property 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.

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	Obtain Off-Site Access (3 properties)	▪ Draft Access Agreements provided to Client and PAUSTIF at least 1 week prior to presenting to property owner(s) ▪ Copies of Executed Access Agreements or documented attempts to gain access including providing information to PADEP to facilitate access if necessary.	January 2014	$100.00
B	Separate Phase Liquid Recoverability Assessment	▪ Draft SPL Evaluation Report provided to Client and PAUSTIF at least 2 weeks prior to final submission to PADEP ▪ Final SPL Evaluation Report	January 2014	$100.00
C1	Well Development and Quarterly Groundwater Monitoring	▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
C2	Quarterly Groundwater Monitoring	▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
C3	Quarterly Groundwater Monitoring	▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
D1	Quarterly Remedial Action Progress Report (RAPR)	▪ RAPR	January 2014	$100.00
D2	Quarterly RAPR	▪ RAPR	January 2014	$100.00
D3	Quarterly RAPR	▪ RAPR	January 2014	$100.00
E1	Install and Sample 2 sub-slab soil gas sampling points on-site	▪ Soil Vapor Point Construction Logs ▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
E2	2nd on-site sub-slab soil gas sampling event	▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00

Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
F1	Install and Sample 2 sub-slab soil gas sampling points off-site (Parcel 09-31-0014)	▪ Soil Vapor Point Construction Logs ▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
F2	2nd off-site sub-slab soil gas sampling event (Parcel 09-31-0014)	▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
G1	Install and Sample 2 sub-slab soil gas sampling points off-site (Parcel 09-31-0015)	▪ Soil Vapor Point Construction Logs ▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
G2	2nd off-site sub-slab soil gas sampling event (Parcel 09-31-0015)	▪ Field Notes ▪ Laboratory Analytical Report	January 2014	$100.00
H1	Preparation of a Remedial Action Completion Report (RACR)	▪ Copy of Draft RACR provided to Client and PAUSTIF at least 2 weeks prior to final submission to PADEP ▪ Final RACR	January 2014	$75.00 (approx. 75% of bid cost)
H2	PADEP Approval of RACR	▪ PADEP Letter Approving RACR	January 2014	$25.00 (approx.. 25% of bid cost)
I	Preparation of Environmental Covenant (EC)	▪ Draft EC provided to client and PAUSTIF at least 2 weeks prior to final submission to PADEP ▪ Copy of executed EC	January 2014	$100.00
J	Well Abandonment and Site Restoration	▪ Well Abandonment Report ▪ Photo Documentation	January 2014	$100.00
			Base Contract Price	$600.00
Optional Milestones/Unit Costs/Cost Adders				
K1	Supplemental Groundwater Sampling Event	▪ Field Notes ▪ Laboratory Analytical Report	TBD	$100.00/ event
K2	Cost to sample one more or one less groundwater monitoring well	▪ Field Notes ▪ Laboratory Analytical Report	TBD	$50.00/well
L1	Minor Monitoring Well Repair	▪ Documentation of the Necessity of the Repair ▪ Field Notes ▪ Photo Documentation	TBD	$50.00/well

Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
L2	Major Monitoring Well Repair (includes mobilization)	▪ Documentation of the Necessity of the Repair ▪ Field Notes ▪ Photo Documentation	TBD	$50.00/well
L3	Major Monitoring Well Repair (add-on to another event/no mobilization cost)	▪ Documentation of the Necessity of the Repair ▪ Field Notes ▪ Photo Documentation	TBD	$50.00/well
M	Preparation of a RAPR	▪ RAPR	TBD	$100.00/ report
N	Indoor Air Sampling	▪ Field Notes ▪ Laboratory Analytical Report	TBD	$100.00/ event
O	Risk Assessment	▪ Copy of Risk Assessment Report	TBD	$100.00
P	Preparation of One Off-Site EC	▪ Draft EC provided to client and PAUSTIF at least 2 weeks prior to final submission to PADEP ▪ Copy of executed EC	TBD	$100.00/EC

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]**