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Blue text shall be edited by selected consultant consistent with bid or proposal

REMEDIATION AGREEMENT

PADEP Facility ID #:09-44265

PAUSTIF Claim #:20240041(W)

This agreement (“Agreement”) is entered into as of the ____ day of ____ 2025, by and between Archdiocese of Philadelphia for Conwell Egan Catholic High School (“Client”), with a principal place of business at 222 N. 17th Street, 5th Floor, Philadelphia, Pennsylvania 19103 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 current owner/operator of Conwell Egan Catholic High School, PADEP Facility ID# 09-44265, located at 611 Wistar Road, Fairless Hills, Pennsylvania 19030, 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 20240041(W) (“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.

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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.
- e. Vendor providing services to the Archdiocese of Philadelphia, Secondary School System, having unsupervised direct contact with children must comply with Act 34 of 1985 Guidelines, FBI Clearances, and all Department of Public Welfare Guidelines and consistent with Exhibit D of this Agreement.

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.

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- 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 the PAUSTIF;
 - 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;

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- 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, and provide Client with certificates of insurance evidencing the coverage prior to the commencement of work:
 - 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.
- c. Consultant shall name the following parties as additional insureds on a primary and non-contributory basis, under each of the required insurance policies (except for Workers' Compensation and Professional Liability), as follows and which shall be evidenced on the applicable certificates of insurance: *"Conwell-Egan Catholic High School, the Archbishop of Philadelphia and his successors and assigns, the Archdiocese of Philadelphia, and its affiliated organizations and their respective members, directors, officers, employees, volunteers, agents, contractors, and representatives."*
- d. To the fullest extent permitted by law, Consultant hereby releases Client and its agents and representatives from and against any and all liability or responsibility to Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss arising out of this Agreement, without regard to the fault of the parties or the type of loss involved. The certificates of insurance must evidence this waiver of subrogation for the required insurance.

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. Upon termination of this Agreement and payment, according to the terms of the Agreement, ownership of said materials, equipment and property shall reside with Client and Client shall be provided with the title to all trailer-mounted equipment, as applicable. In such case, Client shall have the benefit of all manufacturer warranties on materials, equipment and other property that it owns.

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 email 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:

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- 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;

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- 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 email to Client and [Consultant preferences](#) and by 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.

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- e. If the Agreement is terminated, the Party terminating the Agreement shall provide thirty (30) days written notice to the other Party by email to Client and [Consultant preference](#)] 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. 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.

13. 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.

14. 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 and Consultant preference] 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.

15. 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.

16. Order of Precedence

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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**

17. Notice

Any notice, request, demand or communication which is or may be required to be given hereunder shall be deemed given when sent by email to Client and **Consultant preference** and via email to PAUSTIF's third party administrator. , to the following addresses:

If to Client:

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]
[Insert Email Address]

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: **Archdiocese of Philadelphia for Conwell Egan Catholic High School** For: **[Insert Consultant Name]**

By: _____ Date _____
By: _____ Date _____

Name: _____
Name: _____

Title: _____
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.

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. Client and PAUSTIF approval (for reimbursement consideration) is required prior to performing Optional Milestones.

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**EXHIBIT B
PAYMENT REQUEST AND SCHEDULE OF FIXED COSTS**

Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
A	Sensitive Receptor Survey Update	<ul style="list-style-type: none"> Written summary of tasks completed and findings (draft for Site Summary Report) 	January 2026	\$100.00
B	Private Utility Mark-out	<ul style="list-style-type: none"> Private Utility Mark-out Report 	January 2014	\$100.00
C	Geophysical Survey	<ul style="list-style-type: none"> Geophysical Survey Report 	January 2026+	\$100.00
D	Soil Boring Investigation (Installation and Sampling of SB-1 through SB-5; 10 total samples)	<ul style="list-style-type: none"> Soil boring logs Laboratory analytical reports Field Notes Sampling Map 	January 2014	\$100.00
E	Monitoring Well Installations (MW-1 through MW-5)	<ul style="list-style-type: none"> Monitoring Well Construction Logs Laboratory analytical reports Field Notes 	January 2014	\$100.00
F	Piezometer Installations (P-1, P-2, P-3)	<ul style="list-style-type: none"> Construction Log or Diagram Field Notes 	January 2014	\$100.00
G	Professional Site Survey	<ul style="list-style-type: none"> Survey Report 	January 2014	\$100.00
H1	Groundwater Monitoring and Sampling – First Event	<ul style="list-style-type: none"> Laboratory Analytical Reports Field Notes 	January 2014	\$100.00
H2	Groundwater Monitoring and Sampling – Second Event	<ul style="list-style-type: none"> Laboratory Analytical Reports Field Notes 	January 2014	\$100.00
I1	Vapor Intrusion Screening Evaluation	<ul style="list-style-type: none"> Written summary of investigation results 	January 2014	\$100.00
I2a	First Air Sampling Event., if authorized	<ul style="list-style-type: none"> Laboratory Analytical Reports Field Notes 	January 2014	\$100.00
I2b	Second Air Sampling Event	<ul style="list-style-type: none"> Laboratory Analytical Reports Field Notes 	January 2026	\$100.00
J	Aquifer Testing	<ul style="list-style-type: none"> Draft section of Site Summary Report reporting detailed work completed and results 	January 2026	\$100.00

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Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
K	Plume Stability Analyses and Fate & Transport Modeling	<ul style="list-style-type: none"> Draft section of Site Summary Report reporting detailed work completed and results 	January 2026	\$100.00
L1	Preparation and Submittal of Draft Site Summary Report, if authorized	<ul style="list-style-type: none"> Draft Report provided to Client and PAUSTIF for review and comment at least 2 weeks prior to final submission 	January 2014	\$100.00
L2	Final Submission of Site Summary Report	<ul style="list-style-type: none"> Final Copy of Report incorporating comments and feedback from Client and PAUSTIF 	January 2014	\$100.00
M	Feasible Remedial Alternatives Analysis/Report, if authorized	<ul style="list-style-type: none"> Feasible Remedial Alternatives Report 	January 2026	\$100.00
Base Contract Price				\$600.00
Optional Milestones/Unit Costs/Cost Adders				
N1	Install one additional soil boring as a stand-alone optional milestone, which will include mobilization costs.	<ul style="list-style-type: none"> Soil boring log Laboratory analytical reports Field Notes 	TBD	\$100.00/ Soil boring
N2	Install one additional soil boring as an add-on to a drilling investigation where the mobilization cost has already been included.	<ul style="list-style-type: none"> Soil boring log Laboratory analytical reports Field Notes 	TBD	\$100.00/ Soil boring
O1	Install one additional monitoring well as a stand-alone optional milestone that includes mobilization costs.	<ul style="list-style-type: none"> Monitoring Well Construction Logs Laboratory analytical reports Field Notes 	TBD	\$100.00/ well
O2	Install one additional monitoring well as an add-on to a drilling investigation where the mobilization cost has already been included.	<ul style="list-style-type: none"> Monitoring Well Construction Logs Laboratory analytical reports Field Notes 	TBD	\$100.00/ well
P	Additional Monitoring Well Depth	<ul style="list-style-type: none"> Monitoring Well Construction Logs 	TBD	\$100.00/ Per Foot

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Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
Q	Update Site Survey	<ul style="list-style-type: none"> Survey Report 	TBD	\$100.00
R	Additional Quarterly Groundwater Monitoring and Sampling	<ul style="list-style-type: none"> Laboratory Analytical Reports Field Notes 	TBD	\$100.00/ event
S	Groundwater Monitoring Well Sampling Add-on/Reducer	<ul style="list-style-type: none"> Laboratory Analytical Reports Field Notes 	TBD	\$100.00/ well
T	Air Sampling Add-On/Reducer	<ul style="list-style-type: none"> Laboratory analytical reports (for add-on only) Field Notes 	TBD	\$100.00/ sample
U	Preparation of Site Characterization Progress Report (SCPR)	<ul style="list-style-type: none"> Draft Report provided to Client and PAUSTIF for review and comment at least 2 weeks prior to final submission Copy of Final SCPR 	TBD	\$100.00/ report

EXHIBIT C
SUPPORTING DOCUMENTS

- Archdiocese of Philadelphia Service Agreement Amendment
- Archdiocese of Philadelphia Example Certificate of Liability Insurance
- 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]**

EXHIBIT D

Criminal History Background Checks

Vendor providing services to the Archdiocese of Philadelphia, Secondary School System, having unsupervised direct contact with children must comply with Act 34 of 1985 Guidelines, FBI Clearances, and all Department of Public Welfare guidelines. All criminal history background checks and appropriate forms must be on file with the Office of Catholic Education prior to performing such service. The vendor must provide the criminal history background to OCE each time there is a change in staffing by the vendor throughout the year.

There are three forms required:
PA State Police Criminal Record Check
PA Child Abuse History Clearance
FBI Fingerprint Clearance

The links below provide the forms or procedures for obtaining each.
<https://childyouthprotection.org/docs/BackgroundCheckForms/6.19Requestforcriminalcheck.pdf>
<https://childyouthprotection.org/docs/PA-CA-form-English-2018.pdf>
<https://www.pa.gov/agencies/education/programs-and-services/educators/clearances.html>

Service Agreement Amendment¹

This Service Agreement Amendment (hereinafter referred to as “Amendment”) is added to the Agreement (hereinafter referred to as “Agreement”) made on _____, 20____² by and between _____, with an address of _____ (hereinafter referred to as “Location”), and _____ with an address of _____ (hereinafter referred to as “Vendor”) for the services identified in such Agreement (hereinafter referred to as “Services”).

IT IS HEREBY AGREED, by and between the parties signing this Amendment, the following clauses are added to the Agreement and that such clauses shall supersede any language in the Agreement that conflicts with this Amendment.

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Vendor agrees to defend with counsel acceptable to the Archdiocese of Philadelphia, indemnify, and hold harmless the Location, the Archbishop of Philadelphia and his successors and assigns, and the Archdiocese of Philadelphia and its affiliated organizations and their respective members, directors, officers, employees, volunteers, agents, contractors, and representatives, from and against all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, and other expenses, including but not limited to attorney’s fees, relating to, arising out of, or existing because of the execution or performance of this Agreement by the Vendor or because of any negligent act or omission by the Vendor, by anyone directly or indirectly employed by the Vendor, or by anyone for whose acts the Vendor may be liable, regardless of whether caused in part by a party indemnified hereunder except and only to the extent caused by the gross negligence or intentional misconduct of such party which shall not be imputed to the other parties indemnified hereunder.

Safe Environment Policies. For Services rendered to minors, Vendor agrees to be compliant with the “employee” requirements of the Safe Environment Program of the Archdiocese of Philadelphia, Office for Child and Youth Protection.

Insurance. Vendor shall obtain insurance covering the Services, at its own expense, and keep in effect during the term of the Agreement and, additionally, as respects any Claims Made coverage, for two years following the end of the term of the Agreement, for the type and with the minimum amounts set forth below (“Required Insurance”).

Vendor shall name the following parties as additional insureds on a primary and non-contributory basis, under each Required Insurance Policy for all Required Insurance except for Workers’ Compensation and Professional Liability insurance, exactly as follows: *[Enter Name of Location], the Archbishop of Philadelphia and his successors and assigns, and the Archdiocese of Philadelphia and its affiliated organizations and their respective members, directors, officers, employees, volunteers, agents, contractors, and representatives, are all additional insureds relating to, arising out of, or existing because of the execution or performance of this Agreement by the Vendor or because of any negligent act or omission by the Vendor, by anyone directly or*

¹ This Amendment, or alternatively the Service Agreement, should be included as a supplement to service provider arrangements, including service engagements with individuals, when the service provider’s agreement is used and the service involves any (1) contract value over \$5,000 (or equivalent value for donated work); (2) athletic activity; (3) demolition; (4) medical provider (nurse or doctor); (5) sale or distribution of alcoholic beverages; (6) snow and/or ice removal; (7) special event (i.e. carnival, moon bounce, etc.); (8) tent set-up, take-down, or tune-up; (9) vehicle with driver or motor vehicle (i.e. carnival operator, contractor, food truck, mobile medical clinic, or snow/ice removal); or (10) work from heights over six feet. Capital Projects remain subject to approval and oversight by the Office for Property Services.

² This date is the date of the underlying agreement.

indirectly employed by the Vendor, or by anyone for whose acts the Vendor may be liable, regardless of whether caused in part by a party insured hereunder except and only to the extent caused by the gross negligence or intentional misconduct of such party which shall not be imputed to the other parties insured hereunder.

The additional insured protection shall be independent of the indemnification and hold harmless obligations under this Agreement.

Deductibles or Self-Insured Retentions over \$10,000 are not permitted without the express written approval of the Location. Vendor shall be responsible for any such retained amounts.

Vendor shall also be responsible for insuring its own property while on the premises of the Location.

The Required Insurance, as selected, is as follows:

☐ Automobile Liability Insurance³ – Vendor shall maintain Automobile Liability insurance for all owned, hired, and non-owned vehicles in either an amount not less than \$5,000,000 each accident for Services where Vendor is supplying vehicle(s) and driver(s) otherwise \$1,000,000 each accident.

☐ Bailee's Insurance⁴ – Vendor shall maintain Bailee's insurance covering damage or destruction to or theft of property of the Location in an amount not less than \$1,000,000.

☐ Builder's Risk Insurance⁵ – Vendor shall maintain Builder's Risk insurance in an amount equal to the contract price.

☒ Commercial General Liability Insurance – Vendor shall maintain Commercial General Liability insurance covering bodily injury and property damage on an "occurrence" form in an amount not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$1,000,000 Products/Completed Operations Aggregate.

☐ Cyber Insurance⁶ – Vendor shall maintain Cyber insurance covering extortion, security liability, privacy liability, personal injury, fines and penalties, breach response and notifications, forensic investigation, crisis management, and contractual liability (tort liability assumed under contract) in an amount not less than \$1,000,000 Each Loss / \$1,000,000 Aggregate.

☐ Employee Theft of Client's Property and Money Insurance⁷ – Vendor shall maintain Employee Theft insurance covering property and money of the Location in an amount not less than \$1,000,000.

³ Select if Vendor is providing transportation services (Vendor is supplying vehicle with driver) or is providing services with a motor vehicle (i.e. carnival operator, contractor, food truck, mobile medical clinic, or snow/ice removal).

⁴ Select if Vendor is storing, repairing or servicing your property (i.e. cleaning, fine art restoration, or storage).

⁵ Select if Vendor is the lead contractor primarily responsible for Services involving the construction of a new building or building addition.

⁶ Select if Vendor is holding nonpublic personal information (i.e. social security numbers, bank account information, medical records, etc.).

⁷ Select if Vendor is storing, repairing or servicing your property (i.e. cleaning, fine art restoration or storage) or collecting your money (i.e. tuition, rents or payroll services).

☐ Liquor Liability Insurance⁸ – Vendor shall maintain Liquor Liability insurance in an amount not less than \$1,000,000 Each Claim or Occurrence / \$1,000,000 Aggregate.

☐ Pollution Liability Insurance⁹ – Vendor shall maintain Pollution Liability insurance in an amount not less than \$1,000,000 Each Claim or Occurrence / \$1,000,000 Aggregate.

☐ Professional Liability Insurance¹⁰ – Vendor shall maintain Professional Liability insurance in an amount not less than \$1,000,000 Each Claim or Occurrence / \$3,000,000 Aggregate.

☐ Sexual Misconduct Liability Insurance¹¹ – Vendor shall maintain Sexual Misconduct Liability insurance in an amount not less than \$100,000 each Claim or Occurrence / \$300,000 Aggregate.

☐ Workers' Compensation and Employers' Liability Insurance¹² – Vendor shall maintain Workers' Compensation insurance with statutory limits and Employers' Liability insurance in an amount not less than \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit.

Waiver of Subrogation. To the fullest extent permitted by law, Vendor hereby releases the Location and its agents and representatives from and against any and all liability or responsibility to Vendor or anyone claiming through or under the Vendor by way of subrogation or otherwise, for any loss arising out of the Agreement, without regard to the fault of the parties or the type of loss involved.

Proof of Insurance. Vendor shall provide to the Location certificates of insurance evidencing the purchase and maintenance of such insurance coverage in conformance with the Agreement.

The certificate must evidence waiver of subrogation for all Required Insurance and, except for Workers Compensation and Professional Liability insurance, additional insured status on a primary non-contributory basis for the Required Insurance. In addition, the cancellation language on the certificate must at least "endeavor" to provide Thirty (30) days Advance Written Notice of Cancellation and Ten (10) days Written Notification of Cancellation due to non-payment of premium.

All Certificates of Insurance are to be provided to the Location in advance of the commencement of the Services and not later than Five (5) days following the expiration date of any of the Required Insurance. The Location reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by this Amendment.

In the event the Vendor fails to maintain the necessary insurance or provide evidence of such, the Location shall have the right to cancel and terminate the Agreement immediately and without notice.

⁸ Select if Vendor is in the business of manufacturing, selling, or distributing alcoholic beverages.

⁹ Select if Vendor is providing any type of pollution remediation, abatement or testing service.

¹⁰ Select if Vendor is providing services in the capacity of a doctor, nurse, lawyer, architect, engineer, accountant, realtor, or investment or financial counselor.

¹¹ Select if Vendor is providing Services directly and exclusively to minors.

¹² Not applicable to sole proprietors with no employees.

Maintenance of insurance as required by this Amendment shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the recourse of the Location to any remedy available at law or in equity.

Confidentiality. Information and materials that are not publicly available and that relate to the Location constitute confidential information ("Confidential Information") and as such shall not be copied, disclosed, or utilized by Vendor except as necessary to perform the Services under this Agreement. Confidential Information includes, but is not limited to, reports or other work product of Vendor pursuant to this Agreement, business and financial data, plans, personnel records, strategies, processes, forms, manuals, computer software and the like, and may be oral, written or in machine-readable form.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Amendment to be effective as the date of the Agreement first above written.

LOCATION

BY: _____ Date: _____
Name/Title:

VENDOR

BY: _____ Date: _____
Name/Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Must Be Completed

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 have ADDITIONAL INSURED provisions or 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 Must Be Completed	CONTACT NAME: Must Be Completed	FAX (A/C, No):
	PHONE (A/C, No, Ext): Must Be Completed	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Named Insured - Must Be Same As On Contract Street Address City, State Zip-Zip	INSURER A: Carrier Name - AM Best Rating of A-, VIII or Better	Carrier NAIC#
	INSURER B: Carrier Name - AM Best Rating of A-, VIII or Better	Carrier NAIC#
	INSURER C: Carrier Name - AM Best Rating of A-, VIII or Better	Carrier NAIC#
	INSURER D: Carrier Name - AM Best Rating of A-, VIII or Better	Carrier NAIC#
	INSURER E: Carrier Name - AM Best Rating of A-, VIII or Better	Carrier NAIC#
	INSURER F: Carrier Name - AM Best Rating of A-, VIII or Better	Carrier NAIC#

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Insr Ltr	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		Current Policy Number	Still Current?		EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> OR <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	See Note 1
	OTHER:						PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
Insr Ltr	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		Current Policy Number	Still Current?		COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Insr Ltr	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X		Current Policy Number	Still Current?		EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
Insr Ltr	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		Current Policy Number	Still Current?		<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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
Insr Ltr	Professional Liability	X		Required for architects,engineers and design to build contractors	Still Current?		Each Claim/Occurrence Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Most Reverend Nelson J. Pérez, Archbishop of Philadelphia and his successors and assigns, the Archdiocese of Philadelphia and the parishes therein (and their pastors both in their individual capacity and in their capacity as Pastors), its Religious Institutions and other agencies, whether or not incorporated, which may have been set up to carry out programs on behalf of the Archdiocese or its parishes or both, and any and all subsidiary entities, and all employees while acting within the scope of their employment and volunteers while performing services for all of the foregoing are named as additional insured as indicated above.

Cancellation Clause • Must provide at least Thirty (30) days Advance Written Notice of Cancellation and Ten (10) days Written Notification of Cancellation due to non-payment of premium.

Note 1: General Liability General Aggregate Limit should be not less than \$2,000,000 if limit applies per Policy or \$1,000,000 if limit applies per Project

CERTIFICATE HOLDER

CANCELLATION

Contracting Location or Parish Street Address City, State Zip-Zip	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 Must Be Signed

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