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**REMEDIATION AGREEMENT**

PADEP Facility ID #: 01-11698

PAUSTIF Claim #: 20090171(F)

This agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_ [Insert Year], by and between 7 Eleven, Inc. (“Client”), with a principal business address of PO Box 711, Dallas, TX 75221-0711 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 7 Eleven 28214, PADEP Facility ID# 01-11698, located at 403 Lincoln Way West, New Oxford, PA 17350, 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 20090171(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, at PAUSTIF’s request, 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’s designee 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’s designee/PAUSTIF through their third party administrator.
- e. Consultant shall repair and/or restore any damage to the Site and restore, repair and/or replace any buildings, or other improvements or fixtures thereon which may have been inadvertently damaged to the same or better condition (and, if applicable, same grade level) existing before the commencement of the Scope of Work including, but not limited to, any necessary repairs to paving and landscaping.
- f. Consultant shall take all steps reasonably necessary to schedule any work at reasonable times convenient to 7-Eleven and take all steps reasonably necessary (including, but not limited to, performance of work during non-peak business hours and on non-peak business days with respect to 7-Eleven’s business on the Site) to prevent injury or damage resulting from the work to persons or property and to allow the full utilization of the Site by 7-Eleven during the performance of the work. Peak business days are the following: Memorial Day and the two preceding weekend days; July 3rd; July 4th; July 10th; July 11th; and Labor Day and the two preceding weekend days.

**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 (subject to reasonable terms and conditions), as necessary for Consultant to complete the performance of the Scope of Work.
- c. Client, or its designee, 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, or its designee, 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 does not excuse Consultant from all other applicable 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's designee for approval using the form in Exhibit B.
- b. Client's designee 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.

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- c. Client, or its designee, 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's designee 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 or its designee 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 or its designee, Consultant will refund to Client or its designee 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 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 or its designee.
  - 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. See Exhibit D for Client insurance and health and safety requirements.

## **8. 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.

## **9. Non-performance by Consultant**

If Consultant fails to meet any specification of the Scope of Work as outlined in this Agreement, the Client, its designee, 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 or its designee 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 or its designee 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 or its designee 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.

## **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

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- 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;
  - 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. A release, past or present, from 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. 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's designee and the PAUSTIF. Upon Client or its designee, 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, expenses (including reasonable attorney and expert fees), 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 the negligent acts or omissions, or violations of Law, of Client.

## **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.

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**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:                    7 Eleven, Inc.  
   Attn: Jose Rios  
   P.O. Box 711  
   Dallas, TX 75221-0711

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: **7 Eleven, 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.]

#### **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."]

**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	Sensitive Receptor Survey	<ul style="list-style-type: none"> <li>▪ Summary of SRS Results</li> </ul>	Example: January 2016	\$00.00
B	Private Utility Markout	<ul style="list-style-type: none"> <li>▪ Private Utility Markout report including explanation of identified features</li> </ul>		\$00.00
C	Obtain Off-Site Access (total of 6 agreements)	<ul style="list-style-type: none"> <li>▪ Copies of draft access agreements</li> </ul>		\$00.00
D	Downhole Geophysical Borehole Logging (total of 3 deep zone wells)	<ul style="list-style-type: none"> <li>▪ Copies of geophysical logs and results</li> </ul>		\$00.00
E	Installation of Monitoring Wells (total of 24 wells)	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagrams and Logs</li> <li>▪ Waste Manifests</li> </ul>		\$00.00
F	Retrofit Existing Monitoring Well	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagram and Log</li> </ul>		\$00.00
G	Soil Vapor Sampling Point Installation and Soil Gas Sampling (Milestone G1 or G2 to be selected depending on which is appropriate at the time of execution)	<ul style="list-style-type: none"> <li>▪ Soil Vapor Point Logs</li> <li>▪ Laboratory Analytical Results</li> <li>▪ Summary of results</li> </ul>		\$00.00
H	Site Survey	<ul style="list-style-type: none"> <li>▪ Site Survey Data</li> <li>▪ Groundwater Flow Map</li> </ul>		\$00.00
I	Potable Well Sampling	<ul style="list-style-type: none"> <li>▪ Laboratory Analytical Reports</li> <li>▪ Copies of letter sent to individual property owners</li> </ul>		\$00.00
J	Groundwater Monitoring and Sampling (2 rounds of sampling of the entire expanded monitoring well network)	<ul style="list-style-type: none"> <li>▪ Laboratory Analytical Reports</li> <li>▪ Field Notes</li> </ul>		\$00.00
K1	Aquifer Testing/Step Test	<ul style="list-style-type: none"> <li>▪ Documentation of pre-approval to proceed</li> <li>▪ Summary of Results</li> </ul>		\$00.00
K2	Aquifer Testing/Pump Test	<ul style="list-style-type: none"> <li>▪ Documentation of pre-approval to proceed</li> <li>▪ Summary of Results</li> </ul>		\$00.00

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Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
L1	Fate and Transport Modeling	<ul style="list-style-type: none"> <li>▪ Copies of fate and transport model printouts to be included in SCRA</li> </ul>		\$00.00
L2	Preparation of a Site Characterization Report Addendum (SCRA)	<ul style="list-style-type: none"> <li>▪ Draft Copy to Client and PAUSTIF for review prior to final submittal to PADEP</li> <li>▪ Copy of final SCRA submitted to PADEP</li> </ul>		\$00.00
M1	Remedial Alternatives Analysis	<ul style="list-style-type: none"> <li>▪ Documentation of pre-approval to proceed</li> <li>▪ Summary of Results</li> </ul>		\$00.00
M2	Feasible Remedial Alternatives Report	<ul style="list-style-type: none"> <li>▪ Documentation of pre-approval to proceed</li> <li>▪ Draft Copy to Client and PAUSTIF for review prior to final submittal to PADEP</li> <li>▪ Copy of final Feasible Remedial Alternatives Report submitted to PADEP</li> </ul>		\$00.00
<b>Base Contract Price</b>				\$00.00
<b>Optional Milestones/Unit Costs/Cost Adders</b>				
N1	One Groundwater Monitoring and Sampling Event with only existing monitoring wells	<ul style="list-style-type: none"> <li>▪ Analytical Laboratory Report</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00
N2	One Groundwater Monitoring and Sampling Event with all existing and proposed monitoring wells	<ul style="list-style-type: none"> <li>▪ Analytical Laboratory Report</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00
N3	Sample one additional shallow zone monitoring well during a groundwater sampling event	<ul style="list-style-type: none"> <li>▪ Analytical Laboratory Report</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00
N4	Sample one additional intermediate zone monitoring well during a groundwater sampling event	<ul style="list-style-type: none"> <li>▪ Analytical Laboratory Report</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00
N5	Sample one additional deep zone monitoring well during a groundwater sampling event	<ul style="list-style-type: none"> <li>▪ Analytical Laboratory Report</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00
O1	One additional supply well sampling event during a separate mobilization	<ul style="list-style-type: none"> <li>▪ Laboratory Analytical Report</li> <li>▪ Copy of letter sent to individual property owner</li> </ul>	TBD	\$00.00
O2	One additional supply well sampling event during another sampling event or investigation	<ul style="list-style-type: none"> <li>▪ Laboratory Analytical Report</li> <li>▪ Copy of letter sent to individual property owner</li> </ul>	TBD	\$00.00

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Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
P	Preparation of Progress Report	<ul style="list-style-type: none"> <li>▪ Draft Copy to Client and PAUSTIF for review prior to final submittal to PADEP</li> <li>▪ Copy of final Progress Report submitted to PADEP</li> </ul>	TBD	\$00.00
Q1	Installation of one additional shallow zone monitoring well during a separate mobilization event	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagram and Log</li> <li>▪ Waste Manifest</li> </ul>	TBD	\$00.00
Q2	Installation of one additional shallow zone monitoring well as an add-on to a drilling investigation where mobilization cost has already been included	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagram and Log</li> <li>▪ Waste Manifest</li> </ul>	TBD	\$00.00
R1	Installation of one additional intermediate zone monitoring well during a separate mobilization event	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagram and Log</li> <li>▪ Waste Manifest</li> </ul>	TBD	\$00.00
R2	Installation of one additional intermediate zone monitoring well as an add-on to a drilling investigation where mobilization cost has already been included	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagram and Log</li> <li>▪ Waste Manifest</li> </ul>	TBD	\$00.00
S1	Installation of one additional deep zone monitoring well during a separate mobilization event	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagram and Log</li> <li>▪ Waste Manifest</li> </ul>	TBD	\$00.00
S2	Installation of one additional deep zone monitoring well as an add-on to a drilling investigation where mobilization cost has already been included	<ul style="list-style-type: none"> <li>▪ Monitoring Well Construction Diagram and Log</li> <li>▪ Waste Manifest</li> </ul>	TBD	\$00.00
T	Update Survey	<ul style="list-style-type: none"> <li>▪ Updated Site Survey Data</li> <li>▪ Updated Groundwater Flow Map</li> </ul>	TBD	\$00.00
U	Obtain Off-Site Access to one property	<ul style="list-style-type: none"> <li>▪ Copy of draft access agreement</li> </ul>	TBD	\$00.00
V	Two Hour Step Test Extension	<ul style="list-style-type: none"> <li>▪ Summary of Results</li> </ul>	TBD	\$00.00
W	Two Hour Pump Test Extension	<ul style="list-style-type: none"> <li>▪ Summary of Results</li> </ul>	TBD	\$00.00

## **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]**

## **EXHIBIT D**

### **7-Eleven Insurance and Health and Safety Requirements**

#### **Insurance**

- **Workers' Compensation Insurance.** Statutory Workers' Compensation coverage for all of its employees, including occupational disease coverage, as required by applicable law, and employer's liability with limits of at least \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease per employee, and \$1,000,000 bodily injury by disease in the aggregate.
- **Commercial General Liability Insurance.** Commercial General Liability Insurance written on an "occurrence" basis with a combined single limit of at least \$2,000,000 per occurrence, and a general aggregate of \$4,000,000, in forms providing coverage not less than the standard commercial general liability policy including hazards of operation (including explosion, collapse and underground coverage), broad form property damage liability coverage, products/completed operations coverage, independent contractor coverage and broad form contractual coverage for liability assumed under the Agreement, to the extent insurable under the policy. The policy shall insure against claims for personal injury, bodily injury (including death), and property damage occurring on or about the site of any Services following the date of the Agreement by reason of, or as a result of, the negligent acts or omissions of consultant or any of its employees, agents or subcontractors. Coverage shall include (a) liability arising out of acts of agents or subcontractors of consultant and (b) provisions that the insurance company has a duty to defend all insured's under the policy and that defense costs are paid in addition to and do not deplete the policy limits.
- **Automobile Liability Insurance.** Coverage for all motor vehicles operated by or for consultant, including protection for automobiles and trucks used by consultant either on or away from the sites at which Services are provided, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. The policy shall include coverage for all hired, owned and non-owned vehicles.
- **Commercial Umbrella/Follow Form Excess Policy.** Excess liability policy with limits of not less than \$9,000,000 per occurrence in excess of the primary underlying policy limits. The policy must provide coverage at least as broad as the underlying policies.
- **All-Risk Property Insurance.** Coverage on all tools and equipment, including rental equipment, used in the performance of the Services, and consultant hereby waives any right of subrogation against 7-Eleven (including, its officers, directors and employees) for any loss or damage to same. Consultant shall have the option to self-insure for such coverage, but if consultant elects to self-insure, consultant shall protect 7-Eleven (including its officers, directors and employees) to the same extent as it would if it had obtained an "all risk" property coverage policy covering such property.
- **Professional (Errors and Omissions) and Pollution Legal Liability Insurance (or Contractor's Pollution Liability Insurance).** Coverage with minimum limits of \$5,000,000 per incident and \$5,000,000 annual aggregate covering both on-site and off-site claims for bodily injury, property damage and/or clean up expenses resulting from pollution conditions or any environmental impairment occurring as a result of Services performed by consultant or its subcontractors under the Agreement. The policy shall include coverage for both sudden and gradual pollution conditions, and, where allowed

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by law, include coverage for punitive damages, fines and penalties. For any “claims made” policy, if consultant does not continue to maintain this policy for one (1) year after the termination of the Agreement, consultant shall purchase a “tail” for the Pollution Legal Liability policy to fully cover the period of 1 year following the termination of the Agreement.

- General Requirements - The following general requirements shall apply to all insurance policies required to be obtained by consultant hereunder:
  - Consultant shall maintain the foregoing insurance coverage in force at all times during the performance of any services under the Agreement.
  - Consultant shall furnish 7-Eleven with evidence, reasonably satisfactory to 7-Eleven, of required insurance prior to the commencement of any services and at least annually from the date of the Agreement and as policies are renewed, replaced, or modified, and will include Consultant’s Experience Modification Rate (EMR) .
  - All policies shall be written by insurance companies that are (a) lawfully authorized to do business in the jurisdiction(s) where work is being performed or services are provided and (b) carry an A.M. Best rating of “A” or better and financial category of “X” or higher. Should the Professional (Errors and Omissions) and Pollution Legal Liability (or Contractor’s Pollution Liability) Insurance be written on a surplus lines and non-admitted basis, 7-Eleven reserves the right to approve the insurance company.
  - Each policy shall include a provision requiring at least thirty (30) days prior written notice be given to 7-Eleven in event of cancellation, non-renewal, lowering of policy limits or exhaustion of aggregates. Consultant shall provide 7-Eleven with thirty (30) days prior written notice of any material change in any policy.
  - Consultant shall pay premiums on all required insurance policies and cost for such premiums shall be deemed included in the compensation payable to consultant for services pursuant to the terms of the Agreement.
  - All insurance policies required by this Exhibit, except for Workers’ Compensation, “All Risk” property, and Professional (Errors and Omissions) Liability, to the extent permitted by applicable law, shall name 7-Eleven and its officers, directors and employees as “additional insured’s.” Any General Liability and Umbrella policy must utilize ISO endorsement form CG2010 (11/85) Additional Insured – Owners, Lessees, or Contractors (Form B) or equivalent endorsement that names 7-Eleven and its officers, directors and employees as additional insured’s for both ongoing operations of consultant and completed operations of consultant.
  - Except where prohibited by law, all insurance policies required by this Exhibit, except for Professional (Errors and Omissions) Liability, shall include a Waiver of Subrogation in favor of 7- Eleven and its officers, directors and employees.
  - Each of consultant’s insurance policies shall be written so as to provide primary coverage and to be non-contributing with respect to any other insurance or self insurance which may be maintained by 7-Eleven.
  - The insurance requirements set forth in this Exhibit shall in no way limit the liability of consultant or its subcontractors arising under the Agreement or any other agreement or as a result of any related activities.
  - Consultant shall be responsible for payment of any and all deductibles or SIR

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(“Self Insurance Retention”) applicable under its insurance policies. Consultant’s deductible and/or SIR shall not exceed \$250,000 on any given policy, unless approved in writing by 7-Eleven.

- 7-Eleven shall have the right to request consultant to obtain additional insurance in connection with consultant’s performance of any services. Consultant shall give due consideration to all such requests and shall make the determination of whether to comply with any such request in good faith.
- Requirements Applicable to Subcontractors.
  - Consultant shall require each of its subcontractors to maintain such policies of insurance as are customary for the industry in which each such subcontractor operates and with such terms and limits as are commercially reasonable given the nature of the Services to be provided by such subcontractor.

### Health and safety

- Retail Traffic Safety - At a minimum, the on-site field technician will be required to complete the following to address traffic safety hazards when working at a retail facility:
  - Prior to the start of work, field staff will communicate with the store manager or employee to let them know that you are on-site and the duration of your site work.
  - Secure approval for any disturbances or impact to facility operations that might be required to complete the field task safely (shut-down of dispenser island, relocation of customer parking, etc.).
  - If you do not receive cooperation from the facility stop work and notify the Project Manager.
  - Conduct a site survey and determine the order in which the wells should be sampled based on your scope of work. Are there any obstacles on or near the wells? If so, can the obstacles be removed safely (i.e. vehicle, dumpster, water, ice/snow, etc.).
  - When performing routine field tasks within paved parking areas, field staff will be required to use a field support vehicle as a safety barrier. Activate hazard lights, back the vehicle as close to the work area as possible. The front of the vehicle should be facing the heaviest flow of traffic. The objective is to work out the back of the vehicle, with the vehicle between you and the flow of traffic, thereby reducing exposure to traffic hazards.
  - At a minimum, your work area behind the vehicle should be 5 feet x 5 feet, this should increase to 10 feet x 10 feet when working in the rain or snow. Safety gates with high visibility flagging will be used to mark your work zone (refer to Figure 1). Large cones with high visibility flagging can only be used as an alternative to barriers as a last resort if barriers are not available.
  - When on the ground or bent-over working on a road box, your back should be facing the field support vehicle. This approach allows you to be aware of your surroundings and offers protection for your blind spot (behind you).
  - If your well or field task is in front of or immediately adjacent to a parking spot, block off the entire parking location prior to starting your sampling/gauging activities.
  - If you are sampling near a car, and are unsure about the competency of the driver or feel unsafe, remove yourself from the area until the driver leaves, or the area is safe.

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- Boring Pre-clearing protocols
  - Minimum set back distances from subsurface and overhead utilities and subsurface installations will be established including 5 feet from any subsurface utility (on-site or in public right-of-way), 7 feet from the pad surrounding any underground storage tanks, 10 feet from any overhead energized electrical line, and 5 feet from any subsurface utilities identified during any geophysical survey. These setback distances are a minimum; government regulations and utility requirements may dictate a greater set back distance.
  - 7-Eleven expects geophysical techniques (EM, GPR) to be employed to pre-clear borehole locations.
  - In addition, 7-Eleven expects borehole to be hand cleared to a depth of 5 feet below ground surface using hand tools, hand auger, air knifing, and/or vacuum excavation soft digging.
- Borehole Backfilling Protocol
  - Have clean edges around the borehole to prevent future chipping
  - Tamp down/compress backfilled soil in borehole, in lifts as needed based on depth
  - Asphalt patch/fill needs to be thicker than a “skim coat”
  - End of the day documentation of the boring closure is required for the project file
  - Picture conformation is required as part of field notes and for the project file
  - Follow-up inspections should occur during future field events
  - Communication with drillers needs to occur quickly if sagging/broken patches occurs
- Wellhead setting requirements
  - Typically a square pad, not a circle
  - Area around manhole needs to be properly cleared and broken up and loose material removed
  - Edges of pad hole need to be clean and straight, with no broken or uneven edges
  - Pad sides need to be a minimum of 12 inches larger than the diameter of the manhole (example: 8-inch manhole, so side of pad needs to be a minimum of 20 inches in size)
  - Regardless of manhole size, the minimum pad size for a monitoring well needs to be 18 inches (1 ½ foot) in size.
    - NOTE: this minimum size can be varied if a temporary geoprobe well is set with a small diameter (e.g. 3-inch) manhole is used.
  - Minimum thickness of pad 4 inches
  - Pad needs to be built with cement, concrete or a similar material. It will not be asphalt
  - All pads needs to be some type of reinforcement mesh installed within the concrete
  - The pad needs to have a minimum slope from the manhole out to the edge of the pad. The height of the middle of the pad should be less than ½ inch, which will allow some drainage away from the manhole, but not cause a trip hazard or something that a plow will catch.