

## **REMEDIATION AGREEMENT**

PADEP Facility ID #:42-14809

PAUSTIF Claim #:20130035(F)

This agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_ 2017, by and between United Refining Company of PA (“Client”), with a principal place of business at **[Insert Address]** Warren, PA 16365 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 of Kwik Fill M-061, PADEP Facility ID# 42-14809 located at 227 East Main Street, Bradford, Pennsylvania, 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 20130035(F) (“Claim”).

WHEREAS, PAUSTIF has determined the Claim is eligible for funding subject to the applicable statute and regulations .

WHEREAS, the Client, in cooperation with PAUSTIF, has agreed to accept a proposal or bid response document, presented by the Consultant, 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, 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**

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- 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 Act 32 and Pa. Code, Chapter 250 (Administration of Land Recycling Program).
- c. Consultant shall perform the Scope of Work for a Base Contract Price (“BCP”) of **#[insert BCP]** plus any Cost Adders, Optional Milestones and/or Unit Costs, subject to all other provisions of this Agreement.
- d. Consultant shall participate in periodic site meetings with the Client and PAUSTIF for site status updates. Consultant will be provided no less than ten (10) days written notice of the date, time, and location of the meeting by the Client/PAUSTIF through their third party administrator.

**3. Responsibilities of Client**

- a. Client shall exclusively retain the services of Consultant to perform the Scope of Work, in accordance with, and subject to, the other provisions of this Agreement.
- b. Client shall provide access for Consultant and its subcontractors to the Site, and shall make reasonable efforts to enter into access agreements with other third party property owners, as necessary for Consultant to complete the Scope of Work.
- c. Client shall, as necessary to complete the Scope of Work cooperate and assist Consultant with the preparation and submittal, to PADEP, PAUSTIF, local governing authorities and others, of all relevant information and documents including, , correspondence, notices, reports, data submittals and the like
- d. Client shall transmit to Consultant copies of all relevant 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.

**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, except for warranties provided in this Agreement.

## **6. Fees and Payment**

- a. Upon the completion of a milestone as described in Exhibit B, Consultant shall submit a payment request (“Payment Request”) to the Client for approval using the form in Exhibit B.
- b. Client shall, within thirty (30) days, review and approve, deny, or modify the Payment Request for PAUSTIF reimbursement and return it to Consultant. The Client approved or Client modified Payment Request shall then be submitted by the Consultant to the PAUSTIF for payment. Client denied Payment Request shall not be submitted to PAUSTIF.
- c. Client shall use the PAUSTIF to satisfy the Payment Request in connection with the performance of the Scope of Work under the following conditions:
  - i. Client shall submit all necessary documentation to facilitate and permit Consultant direct payment from the PAUSTIF;
  - ii. Should the PAUSTIF be temporarily suspended or permanently terminated, Client shall pay Consultant for any unpaid Payment Request.
  - iii. In all cases where Consultant is ultimately paid by the PAUSTIF for eligible amounts paid by Client, Consultant will refund to Client such amounts;
  - iv. Should PAUSTIF guidelines be substantially changed, either party may terminate this Agreement with or without cause upon a 30 day written notice. Should this Agreement be terminated, Consultant shall complete the current quarterly milestone scope of work and submit the Payment Request for completing such milestone in accordance with the associated price schedule in Exhibit B, as long as the work is within the scope of this Agreement. Consultant shall submit all outstanding invoices to Client for review, authorization, and submittal to PAUSTIF.
  - v. 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;
  - vi. 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.
  - vii. 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**

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During the performance of this Agreement, Consultant will carry and maintain the following insurance coverage:

- a. Workers Compensation Insurance at the statutory limits, and Employer's Liability with a limit of not less than \$1,000,000 each occurrence.
- b. 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).
- c. 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.
- d. Pollution Liability/Professional Liability at \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

**8. Performance Product and Warranty**

Not applicable.

**9. Remediation Equipment and Property Loss or Damage**

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

Through the effective period of the Agreement, Consultant shall be solely responsible for all costs for repairing or replacing materials and equipment at the Site, that are used, constructed or installed for completing the Agreement work scope that may, by any means, have become stolen, damaged, deteriorated, or destroyed by acts of nature, improper design, improper installation, improper maintenance, improper operation, improper handling, theft, or vandalism. All materials, equipment and other property at the Site, purchased and used under the Agreement, are considered Consultant owned through the effective period of the Agreement. Upon termination of this Agreement (including PADEP approval of a Remedial Action Completion Report or Final Report, as applicable) 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.

**10. Non-performance by Consultant**

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

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- a. Lack of continuous progress is considered a failure to meet the specifications of the Scope of Work. Continuous progress is defined as persistent and effective action on the part of Consultant done in furtherance of implementing the Scope of Work. If Client determines that continuous progress is not being made toward implementing the Scope of Work, Client may provide a written First Notice of Deficiency to Consultant and the PAUSTIF detailing the reasons for this determination. After sixty (60) days from date of the First Notice of Deficiency, Client may provide a written Second Notice of Deficiency to Consultant and the PAUSTIF, providing details regarding the ongoing lack of continuous progress. Consultant may be notified in writing by Client sixty (60) days after the date of the Second Notice of Deficiency, that the Consultant is in breach of contract and Client may terminate this Agreement or the PAUSTIF may withhold any further payment.
- b. If the Agreement is terminated, Consultant shall be notified in writing that the Agreement has been terminated. Consultant shall submit Payment Request(s) for costs of completed milestones in accordance with the Section titled "Fees and Payment" within thirty (30) days of notification that the Agreement is terminated, and Consultant and Client shall have no further obligations under this Agreement.
- c. All referenced written notices are to be sent via certified mail, return receipt requested, and first class mail.

**11. New Conditions**

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

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hundred (100) times the maximum concentration for two (2) or more consecutive quarters, provided that this increase cannot be attributed to the Remediation including, but not limited to, rebound caused by the deactivation of any and all remediation systems; or

- 4) migration of off-site contamination on to the Site that materially affects the Consultant's ability to perform the Scope of Work.
- ii. Construction, remodeling or other reconfiguration of the Site to the extent that it materially impedes the performance of the Scope of Work;
  - iii. A release reported to the PADEP and/or the PAUSTIF from an Underground Storage Tank (UST) system(s) or surface spill that occurs after the date of this Agreement and that materially impacts soil, sediment, surface water, soil vapor, indoor air quality, and/or groundwater quality;
  - iv. Data or information discovered, relative to a UST system(s) present at the Site, discovered after the effective 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 whereby the continued execution of this Agreement will result in, or has a credible possibility of resulting in, a third party lawsuit and/or enforcement action by the PADEP or other governmental agency;
  - viii. Other conditions that are mutually agreed to by the Client and Consultant that are demonstrated to significantly alter or materially impede the performance of the Scope of Work; or,
  - ix. One (1) or more Site-Specific Assumptions provided in Exhibit A no longer remain true and accurate.
- b. Upon the discovery or occurrence of a New Condition, the discovering Party shall notify the other Party and PAUSTIF in writing by certified mail, return receipt requested, 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:

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

## **12. Indemnity**

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

## **13. Site Closure**

Consultant shall remove all Consultant owned materials, equipment and other property and arrange for the removal of all remediation-specific utilities from the Site within sixty (60) days (or an alternative timeframe as determined by Client) of receipt of PADEP approval of its Remedial Action Completion Report (RACR) or Final Report, as applicable. Consultant shall properly seal and/or abandon all on-site and off-site remediation wells, monitoring wells, borings, trenches, and piping/utility runs and the like as part of corrective action as required by PADEP and Client. Consultant shall properly dispose of all corrective action related waste in accordance with all applicable requirements within sixty (60) days or an

alternative established timeframe following receipt of PADEP approval of its RACR or Final Report, as applicable. Disruption of the Client's normal business shall be kept to a minimum. To the extent practical, the Consultant shall return the Site to the condition that existed prior to initiation of the Scope of Work. Conditions prior to initiation of the Scope of Work will be established with detailed site plans and photographic documentation.

#### **14. Governing Law and Assignment**

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

#### **15. Modification**

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

#### **16. Mutually Agreed Termination**

If both Parties agree to terminate this Agreement, then the Agreement shall be terminated upon each Party notifying the other Party and each Party separately notifying the PAUSTIF in writing by certified mail, return receipt requested, and first class mail. Consultant shall submit Payment Request(s) for 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. Dispute Resolution and Cancellation**

- a. In the event that a dispute between PAUSTIF and Client arises during the execution of this Agreement, Client may appeal a decision of PAUSTIF in accordance with 25 Pa Code §977.61 Subchapter E Dispute Procedures. Consultant will make all reasonable efforts to assist Client in the presentation of its case which may include furnishing evidence, preparation of affidavits, attending depositions and providing testimony.
- b. In the event of a dispute, Client may terminate this Agreement and Consultant will be released from further obligation.

#### **19. Order of Precedence**





## **EXHIBIT A**

### **SCOPE OF WORK**

The Scope of Work (SOW) 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.]
- Remediation will be complete and soil and groundwater attainment activities will be initiated on or before the completion of Milestone D12 and Optional Cost Adder Milestone D [enter final milestone #].
- Groundwater attainment demonstration will be successful on or before completion of Milestone F8, and up to 4 additional quarters included as Optional Milestones F9 through F12. (For the purposes of meeting the criteria for a New Condition in Section 11 of this Agreement, Consultant must have completed at least the full twelve quarters of groundwater attainment under the Milestone F series.)
- Milestone E soil sampling data will allow for attainment of the selected standard.
- The final RACR prepared under Milestone H will be approved by PADEP. (Note that RACR must be prepared in accordance with Section 245.313, be provided to Client and PAUSTIF for review and comment for two weeks prior to final submission to PADEP, and Client and PAUSTIF comments must be incorporated into the final RACR for a New Condition to exist if PADEP does not approve the RACR).
- It will not become evident anytime during the groundwater attainment demonstration (initiated subsequent to completing Milestone D) that the attainment demonstration will not be successful within the allotted 8 quarters and up to 4 additional quarters (Optional Cost Adder Milestone F) in one or more of the POC wells (e.g., a greater than 10X result or more than two SHS exceedances, etc.).

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**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.”]**
- The results of the Remedial Systems Performance Evaluation performed under Milestone B may determine that changes to operations and/or modifications / augmentations to the remedial systems are necessary. Client may decide to accept or reject any or all recommendations. Accepted modifications may result in use of Optional Milestones B1 through B6 presented in Exhibit B and/or an amendment to this Agreement or out of scope tasks as mutually agreed by Client, Consultant and PAUSTIF (for funding).
- If the remedial systems are shut down before all of Milestone D quarterly events are completed, the Consultant will be required to wait a minimum of two months before initiating groundwater attainment activities (Milestone F). If during the first quarter of groundwater attainment, concentrations of contamination rebound above SHS in any POC or off-property attainment well, the Consultant shall be obligated to restart the systems within 7 days and continue with the residual quarterly Milestone D activities. Then, when all 12 quarters of the Milestone D activities have been completed (plus any or all of the Cost Adder Milestone D quarters) and groundwater attainment activities are re-initiated, the Consultant who initially pre-maturely idled the remediation system will be obligated to perform the first of the restarted series of quarterly attainment events at no cost.
- If the groundwater data allows for discontinuing remedial activities prior to reaching the Consultant’s specified timeframe for remedial system operation, Consultant will only be reimbursed for O&M events that have been completed.
- If groundwater data in the POC wells has been either non-detect or below SHS for four consecutive quarters, the PADEP will be petitioned to approve a reduction in the number of groundwater attainment sampling events.
- Consultant shall seek and obtain written approval from Client and PAUSTIF (for reimbursement consideration) to continue operation of the remedial system (Milestone D13 through Dn).
- Operational time shall be logged by systems instrumentation and reported quarterly to Client. Consultant is expected to maintain at least an 85% uptime on the systems during each quarter. Failure to meet this minimum expectation over two consecutive quarters will constitute, at Client's sole discretion, a breach of contract and Client may choose to terminate the contract.

**EXHIBIT B**  
**PAYMENT REQUEST AND SCHEDULE OF FIXED COSTS**  
[Modify table consistent with Scope of Work]

Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
A	Supplemental Site Characterization Activities	<ul style="list-style-type: none"> <li>▪ Time and material cost documentation</li> <li>▪ Site Drawings</li> <li>▪ [List reasonable documentation based on proposed activities]</li> </ul>	TBD	Time and material not to exceed \$10,000
B	Remedial Systems Performance Evaluation	<ul style="list-style-type: none"> <li>▪ Engineering Performance Evaluation Report</li> </ul>	TBD	\$00.00
C	Documentation of Findings: Augmented RAPR	<ul style="list-style-type: none"> <li>▪ Augmented Remedial Action Progress Report (RAPR) provided to Client and PAUSTIF for review and comment at least 2 weeks prior to PADEP submission</li> <li>▪ Copy of Final Augmented RAPR provided to PADEP (if approved by Client)</li> </ul>	TBD	\$00.00
D1	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D2	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D3	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D4	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D5	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D6	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00

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Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
D7	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D8	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D9	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D10	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D11	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
D12	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells)	<ul style="list-style-type: none"> <li>▪ RAPR including system uptime calculations</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
E	Soil Attainment Demonstration	<ul style="list-style-type: none"> <li>▪ SRSS Plan/Program Results</li> <li>▪ Boring Logs</li> <li>▪ Soil Sample Locations on Drawing</li> <li>▪ Laboratory Analytical Reports</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00
F1	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F2	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F3	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00

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**REMEDATION AGREEMENT**  
PADEP Facility ID #: 42-14809      PAUSTIF Claim # :20130035(F)

Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
F4	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F5	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F6	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F7	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F8	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
G	Post Remedial Vapor Intrusion Study	<ul style="list-style-type: none"> <li>▪ Boring Logs / Soil Vapor Point Construction Details</li> <li>▪ Soil Vapor Point Locations on Drawing</li> <li>▪ Laboratory Analytical Reports</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00
H1	Preparation and Submission of RACR to PADEP	<ul style="list-style-type: none"> <li>▪ Draft RACR provided to Client and PAUSTIF 2 weeks for review prior to final submission to PADEP</li> <li>▪ Final RACR</li> </ul>	TBD	\$00.00 (~75% of Milestone H bid cost)
H2	PADEP Approval of RACR	<ul style="list-style-type: none"> <li>▪ PADEP Approval Letter</li> </ul>	TBD	\$00.00 (~25% of Milestone H bid cost)
I	Site Closure/Restoration Activities	<ul style="list-style-type: none"> <li>▪ Well Abandonment Report</li> <li>▪ Photographic Documentation</li> <li>▪ Client Approval of Site Restoration</li> </ul>	TBD	\$00.00
<b>Base Contract Price</b>				\$00.00
B1	Installation of Each Additional Off-Property Oxygen Injection Point	<ul style="list-style-type: none"> <li>▪ Construction Diagrams</li> <li>▪ Field Notes</li> <li>▪ Survey Data and Updated Maps/Figures</li> </ul>	TBD	\$00.00/ Injection point

**DRAFT**  
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PADEP Facility ID #: 42-14809      PAUSTIF Claim # :20130035(F)

Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
B2	Replacing Existing or Adding Another Sparge Compressor	<ul style="list-style-type: none"> <li>▪ Purchase Receipt (to document the item is new)</li> <li>▪ Photo Documentation</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00/ compressor
B3	Replacing Existing or Adding an Additional Oxygen Generator	<ul style="list-style-type: none"> <li>▪ Purchase Receipt (to document the item is new)</li> <li>▪ Photo Documentation</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00/ generator
B4	Installation of Each Additional Off-Property Oxygen Injection System Observation Well	<ul style="list-style-type: none"> <li>▪ Construction Diagrams</li> <li>▪ Field Notes</li> <li>▪ Survey Data and Updated Maps/Figures</li> </ul>	TBD	\$00.00/ well
B5	Installation of Each Additional VEGE Remediation Well	<ul style="list-style-type: none"> <li>▪ Construction Diagrams</li> <li>▪ Field Notes</li> <li>▪ Survey Data and Updated Maps/Figures</li> </ul>	TBD	\$00.00/ well
B6	Replacing Existing or Addition of Another Vacuum Pump	<ul style="list-style-type: none"> <li>▪ Purchase Receipt (to document the item is new)</li> <li>▪ Photo Documentation</li> <li>▪ Field Notes</li> </ul>	TBD	\$00.00/ pump
D13	Continue Remediation Systems O&M, Groundwater Monitoring, Sampling, & Reporting (# of wells) <a href="#">[insert additional rows as necessary consistent with bid]</a>	<ul style="list-style-type: none"> <li>▪ RAPR</li> <li>▪ O&amp;M Checklists</li> </ul>	TBD	\$00.00
F9	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F10	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F11	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
F12	Groundwater Attainment Demonstration (# monitoring wells)	<ul style="list-style-type: none"> <li>▪ RAPR</li> </ul>	TBD	\$00.00
UD1 - UDn	Utilities - Electric usage, telephone, cable, internet service, discharge fees associated with system	<ul style="list-style-type: none"> <li>▪ Copies of utility bills</li> </ul>	TBD (monthly or quarterly)	Actual Cost
UC1	LGAC Change-out	<ul style="list-style-type: none"> <li>▪ Data documenting necessity of change-out</li> <li>▪ Field notes</li> <li>▪ Purchase receipt</li> <li>▪ Waste disposal receipt</li> </ul>	As necessary	\$00.00/ event

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**REMEDIATION AGREEMENT**

PADEP Facility ID #: 42-14809

PAUSTIF Claim # :20130035(F)

<b>Milestone Identification</b>		<b>Supporting Documentation</b>	<b>Estimated Completion Month</b>	<b>Fixed Cost/ Payment Request Amount</b>
UC2	VGAC Change-out	<ul style="list-style-type: none"><li>▪ Data documenting necessity of change-out</li><li>▪ Field notes</li><li>▪ Purchase receipt</li><li>▪ Waste disposal receipt</li></ul>	As necessary	\$00.00/ event



## **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]**