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ICF, Inc.  
PAUSTIF**COMPETITIVE BID SOLICITATION FOR  
SITE CHARACTERIZATION ACTIVITIES****CHARLEROI GULF****62 McKean Avenue, Charleroi Borough, Washington County, PA****PADEP FACILITY ID #63-09229; USTIF CLAIM #1995-034(M)****February 6, 2009**

Your company has requested to receive this Request for Bid (RFB) Solicitation, which invites your firm to prepare and submit a competitive bid to characterize the subject site. **Please acknowledge the receipt of this document by sending an e-mail to Gerald Hawk at [jerryhawk@comcast.net](mailto:jerryhawk@comcast.net) (with a copy to [jcramer@icfi.com](mailto:jcramer@icfi.com)) with the subject: "CHARLEROI GULF 1995-034(M) – RFB RECEIVED".** Please include the company name and your contact information in the body of the e-mail.

A petroleum release at the site was discovered and confirmed in 1995. A Site Characterization Report (SCR) was approved with modifications by the PA Department of Environmental Protection (PADEP) on September 18, 2008. The Scope of Work for this RFB Solicitation is based on the PADEP-requested modifications to the approved SCR and the 25 Pa Code §245.309 Regulations. The Solicitor, (Gnagey Gas & Oil Company), has an open claim (claim number referenced above) with the Pennsylvania Underground Storage Tank Indemnification Fund (USTIF) and the corrective action work will be completed under this claim. Reimbursement of Solicitor-approved, reasonable, necessary, and appropriate costs up to claim limits for the corrective action work described in this RFB will be provided by USTIF.

The corrective action work of this solicitation will generally include the following components (additional details provided later in this solicitation):

- Conduct an engineering evaluation of the underground utilities beneath McKean Avenue;
- Conduct a professional land survey of facility and adjacent facility;
- Conduct a soil gas survey of onsite and offsite utilities;
- Install additional groundwater monitoring wells;
- Perform a receptor survey; and
- Prepare a Preliminary Site Characterization Report (PSCR) for Solicitor to review.<sup>1</sup>

Should your company elect to respond to this RFB Solicitation, TWO (2) copies of the signed bid package must be provided directly to the ICF Claims Handler at the address indicated below. In addition to these two hard copy submittals, the bid package must also be submitted in electronic format (Adobe PDF format) on a CD to be included with the hard copy bid package to

<sup>1</sup> For clarity, this RFB does not encompass or include preparing or implementing a completed Site Characterization Report or Remedial Action Plan (RAP). However, to the extent the characterization work conducted under this RFB is adequate to sufficiently define the environmental problem (e.g., if contamination readily defined) the successful bidder would be expected to submit its findings in a SCR rather than a PSCR. The successful bidder who has performed the work outlined in this RFB to the satisfaction of the stakeholders will be in a beneficial position to secure any subsequent SCR/RAP preparation, cleanup or attainment demonstration work that may be needed at this site.

the ICF Claims Handler. The ICF Claims Handler and the Technical Contact will assist<sup>2</sup> Solicitor in evaluating the competitive bids received; however, it is the Solicitor who will ultimately select the successful bidder with whom it will negotiate a mutually agreeable contract.

**The signed response to this RFB (both hard copies and electronic copy) must be provided as directed above no later than close of business (5 p.m. EST) on March 11, 2009.** Bid evaluations will consider, among other factors, estimated total cost, unit costs, schedule, qualifications, and contract terms and conditions<sup>3</sup>. The Solicitor will inform the successful bidder of its selection via e-mail by April 10, 2009 (30 days after deadline for submission). Confirmation of selection will follow via Certified U.S. Mail. The unsuccessful bidders will be informed by the Solicitor via First Class U.S. Mail.

**A. SOLICITOR, ICF CLAIMS HANDLER, AND TECHNICAL CONTACT INFORMATION**

Solicitor

Jim Gnagey  
Gnagey Gas & Oil Company  
8 Gardner Street  
Uniontown, PA 15401

ICF Claims Handler

Gerald Hawk  
ICF International, Inc.  
4000 Vine Street  
Middletown, PA 17057  
Phone: 800.888.7843  
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jerryhawk@comcast.net  
Cc: jcramer@icfi.com

Technical Contact<sup>4</sup>

J. Neil Ketchum, P.G.  
Groundwater Sciences Corporation  
2601 Market Place Street  
Suite 310  
Harrisburg, PA 17110  
Phone: 717.901.8197  
Fax: 717.657.1611  
nketchum@groundwatersciences.com

**NOTE:** All questions regarding this RFB Solicitation and the subject site conditions must be directed via e-mail to the Technical Contact identified above with the understanding that all questions and answers will be provided to all bidders. The e-mail subject line must be "CHARLEROI GULF 1995-034(M) – RFB QUESTION". Bidders must neither contact nor discuss this RFB Solicitation with the Solicitor, USTIF, PADEP, or ICF unless approved by the Technical Contact. Bidders may discuss this RFB Solicitation with subcontractors and vendors to the extent required for preparing the bid response.

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<sup>2</sup> This assistance is being provided on behalf of ICF International (ICF) who is the USTIF claims administrator.

<sup>3</sup> No priority or relative weighting is implied by the order of these factors.

<sup>4</sup> Subcontractor to ICF.

**B. ATTACHMENTS TO THIS RFB SOLICITATION**

Attachment 1	Previous Environmental Reports and Supporting Documents
Attachment 2	Standard Bid Format
Attachment 3	Standard Contract (Remediation Agreement)

**C. SITE LOCATION / BACKGROUND**

Environmental site characterization activities are being conducted at this site in response to a confirmed release at the site. General site background information can be found in the documents provided in Attachment 1. The following information summarizes, and is derived from, relevant information provided in the previous environmental reports that are included as Attachment 1. If there is any conflict between the summary provided herein and the source documents, the bidder should differ to the source documents.

**Site Name / Address:**

Charleroi Gulf / 62 McKean Avenue, Charleroi Borough, Washington County, PA.

**Solicitor Information:**

Owner, Operator, and USTIF Claimant: Gnagey Gas and Oil Company

**Site Use Description:**

Site is a retail petroleum facility and convenience store.

**Nature of Confirmed Release:**

On February 15, 1995, separate phase liquid (SPL) and gasoline vapors were found in the sewers located along McKean Avenue. United Environmental Group, Inc. (UEG) was contracted by the site owner to investigate the SPL and vapors. UEG discovered SPL in and around the sewer lateral from the site building to McKean Ave and noted that the lateral was in poor condition. The sewer lateral was removed and a new line was installed. A tank system tightness test was performed and found a leak in the #2 regular gasoline delivery line. During the removal of the #2 delivery line, it was discovered the SPL had migrated in the #2 line trench to the UST field.

On February 21, 1995, the five underground storage tanks (USTs) at the site were closed by removal. These tanks were: three 8,000-gallon steel USTs, one 10,000-gallon fiberglass UST, and one 550-gallon steel UST used for waste oil. Reportedly, 1,126 tons of petroleum-impacted soil were excavated as part of the UST closure and disposed of off-site. Additionally, 33,058 gallons of impacted groundwater were removed from the site during the UST closure. Numerous old sewer lines and foundations were discovered on the site during the excavation activities.

Following the UST closures, between 44 and 53 soil samples were collected from the edges of the excavated area and in exploratory excavations. None of the reported results from these samples exceeded the PA Act 2 residential soil medium specific concentrations (MSCs). However, it should be noted that MTBE was not analyzed for in these soil samples and limited bottom samples were collected as there was a concrete slab beneath the USTs.

In addition to the soil sampling, five groundwater monitoring wells were installed at the site during backfilling. According to data from these wells, the depth to groundwater at the site is approximately seven feet below ground surface. Analytical results from these five monitoring wells showed concentrations of benzene, toluene, ethylbenzene, xylenes, and MTBE detected above the groundwater MSCs.

On March 7, 1995, two new USTs were installed at the site (one 15,000-gallon and one 12,000-gallon divided tank).

In 2005, five new monitoring wells were installed. One soil sample was collected from each well boring at the interval with the highest PID prior to well installation. All soil results were reportedly below the residential, used aquifer MSCs. The groundwater from each well was sampled and the reported results showed exceedances of MTBE but no other unleaded gasoline substances. Enhanced Fluid Recovery (EFR) was initiated at the site as an Interim Remedial Action (IRA). These IRAs consisted of biweekly groundwater extraction in two site monitoring wells using a vacuum truck. These IRA events were discontinued on April 15, 2008.

Soil vapor sampling conducted at the site showed benzene concentrations above the soil vapor MSC. The nearby utility manholes were also surveyed with a photo-ionization detector (PID) and reportedly showed no detectable concentrations.

One new monitoring well was installed at the site (across McKean Avenue from facility) in August 2006. The results from soil samples collected during the well installation were below the soil MSCs.

The results of the most recent groundwater sampling event are included in Attachment 1.

#### **Administrative History**

- On August 20, 2002, the PADEP issued a Notice of Violation (NOV) to Gnagey Gas & Oil Company for the lack of information regarding the environmental work at the Charleroi Gulf site associated with the 1995 UST closures.
- On August 26, 2002, the UST closure report and associated information were submitted to the PADEP.
- On September 4, 2002, PADEP acknowledged receipt of the information and asked the site owner to implement the necessary site characterization in a timely manner.
- On September 5, 2002, the PADEP issued an NOV to the Certified Tank Installer identified in the closure reports for not submitting the appropriate documentation.
- On January 27, 2005, the PADEP issued an Administrative Order to the station owner requiring the submission of an SCR for the site.
- In December 2005, an SCR/Remedial Action Plan (RAP) was submitted to the PADEP citing the residential used aquifer Statewide Health Standard as the remedial goal.
- On April 18, 2006, PADEP issued an NOV rejecting the SCR/RAP. In the rejection letter, the PADEP approved the use of EFR events as an interim remedial action at this site to control the migration of the dissolved-phase plume.

- On September 29, 2006, a revised SCR/RAP was submitted. This new document included the results of a bedrock groundwater assessment that showed no exceedances of the groundwater MSCs in the bedrock groundwater.
- On June 25, 2007, the PADEP requested additional information prior to acting on the revised SCR/RAP.
- On January 30, 2008 the requested information was submitted to the PADEP.
- On September 18, 2008, a Site Characterization Report (SCR) was approved with modifications by the PADEP.

**USTs / ASTs / Products on Site:**

The site currently contains TWO (2) USTs which were installed in 1995. These USTs are one 15,000 gallon and one 12,000 gallon divided tank. These tanks currently hold unleaded gasoline.

**Current and Historical Constituents of Concern:**

The constituents of concern (COCs) at this site are the substances on the PADEP short list for unleaded gasoline (benzene, cumene, ethylbenzene, MTBE, naphthalene, toluene, and total xylenes).

**D. OBJECTIVE / SCOPE OF WORK**

This RFB seeks competitive bids from qualified contractors to perform the additional characterization activities scoped below to investigate a confirmed petroleum release. The following Scope of Work has been developed by the Technical Contact based on the modifications requested by the PADEP in their September 18, 2008 SCR approval letter and the 25 PA Code §245.309 Regulations.

1. **Project Plans:** Prepare Health and Safety Plan; Waste Management Plan; Field Sampling and Analysis Plan; PA One Call Notification Plan and/or other plans that may be required by regulations or that may be necessary and appropriate.<sup>5</sup>
2. **Engineering Evaluation of Utilities:** Conduct an engineering evaluation of underground storm and sanitary sewer utilities beneath McKean Avenue adjacent to the site and for a distance of 50 feet to the north and south of the property and 1<sup>st</sup> Street adjacent to the SUNOCO facility and the subject site. Additionally, the evaluation should include any onsite laterals to these utilities which may have served or currently serve as preferential migration pathways for petroleum impacted water, potential SPL, or vapors. This evaluation should include:
  - a. a professional survey of invert and manhole rim elevations and locations or laterals and main lines (should be incorporated into Item 3 below);
  - b. an assessment of construction material of utility;

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<sup>5</sup> In accordance with 25 PA Code §245.309. Successful bidder shall be responsible for contacting Pennsylvania One Call prior to conducting any invasive field work.

- c. an evaluation of utility bedding material (grain size) (may be incorporated into Item 5 below); and
- d. a review of available plans of the utilities beneath McKean Avenue and 1<sup>st</sup> Street.  
*NOTE: maps were reviewed by the consultant for the adjacent SUNOCO property and are included in the submitted Site Characterization Report Addendum and Remedial Action Plan (dated March 14, 2003) included in Attachment 1.*

The purpose of this evaluation to allow for the construction of as-built plans of the utilities beneath McKean Avenue and the surrounding area. These plans will be used to guide a soil gas / groundwater survey of the utilities (Item 5) and also to help understand the groundwater flow pattern beneath McKean Avenue.

- 3. Licensed Professional Land Survey of Site / Base Map Preparation:** Professionally surveying the site by a Pennsylvania-licensed land surveyor including all principal site features (e.g., buildings, property boundaries, USTs, conveyance lines (if known), pump islands, canopies, and groundwater monitoring wells). Subsequent to investigation activities, resurveying / updating the base map to include additional groundwater monitoring wells, soil gas sampling points, and features identified in the engineering evaluation (Item 2). Base map shall also show uses of adjoining properties and shall include the locations and elevations of the tops of casing of the monitoring wells on the adjacent SUNOCO facility (required to complete Item 4).

- 4. Groundwater Elevation Survey:** Following the completion of the professional land survey, two (2) comprehensive rounds of static water level measurements shall be made in all site monitoring wells and all accessible wells on the adjacent Sunoco property. These measurement events shall be separated by at least 30 days to ensure the measurements are independent. Access to the SUNOCO property must be obtained prior to entering the site. Inclusion of this task in this Scope of Work and the request by the PADEP should not be interpreted as access to the property being granted but bidders should assume for the purpose of this bid that access will be granted upon receipt of a written request.

In addition to measuring the static water level in the monitoring wells, stage elevation data should be gathered for the Monongahela River near the site. This data will likely be from publically available data for gauging stations (potentially using interpolation from up- and down-stream stations from the site).

This groundwater/surface water elevation data shall be used to create groundwater elevation contour maps which shall be included in the PSCR.

- 5. Soil Gas / Groundwater Survey:** Conduct a reconnaissance soil gas and/or groundwater survey of the evaluated utilities on (laterals) and off the site beneath McKean Avenue to determine the nature and extent of the petroleum impacts (if any) from the 1995 release at the site. The specific scope and complexity of this investigation will be based on the nature of the underground utilities evaluated under Item 2. Reconnaissance soil gas samples will be collected from temporary soil gas monitoring points in the utility bedding if the bedding material is unsaturated. If the utility bedding is saturated, reconnaissance groundwater samples will be collected from temporary

groundwater sampling points. For the purpose of this RFB solicitation please assume the following:

- a. The sanitary and storm sewer lines to be sampled lie between the site property line and the curb of McKean Avenue (i.e., samples will not be collected from the cartway).
- b. The depth to the invert of the sewer line in this area is approximately 10 feet below grade.
- c. Soil gas or groundwater samples should be collected from the utility backfill/bedding every 25 linear feet in each utility/lateral. (Assume 15 borings/samples in total.)

Reconnaissance soil gas samples shall be collected in laboratory-provided stainless steel evacuated cylinders connected to laboratory-calibrated flow controllers set to a maximum flow rate of 200 ml/min. The samples shall be analyzed for the substances on the PADEP short list for unleaded gasoline (benzene, cumene, ethylbenzene, MTBE, naphthalene, toluene, and total xylenes) by EPA Method TO-15 by a NELAP-certified laboratory.

Groundwater reconnaissance samples shall be collected from temporary groundwater monitoring points in laboratory-provided containers. These samples shall be analyzed for the substances on the PADEP short list for unleaded gasoline (benzene, cumene, ethylbenzene, MTBE, naphthalene, toluene, and total xylenes) by EPA Method SW 846 8260 by a PADEP-certified laboratory.

Quality Assurance / Quality Control (QA/QC) sampling for this task shall include:

- a. Collecting and analyzing one trip blank (provided by laboratory) and one blind duplicate QA/QC groundwater sample per sampling event.
- b. Collecting and analyzing one ambient air sample and one blind duplicate QA/QC vapor sample per sampling event. Additional vapor QA/QC may be required based on the method/protocols used by the successful bidder.

**6. Monitoring Well Installation:** Additional groundwater delineation may be required following the performance of Items 4 and 5. Please assume for this RFB that three (3) additional overburden groundwater monitoring wells are required. Two of these wells will be located to the northwest of the site in the supermarket parking lot. The third well will be located on the site as close to the intersection of the site sanitary sewer lateral and the main sanitary sewer running along McKean Avenue. If these wells are required, the PADEP will provide assistance gaining access to offsite property. For the purpose of this RFB assume that the monitoring wells shall be installed with the following characteristics:

- a. Conduct continuous geological characterization (boring logs) and screening of soil from borings using a photoionization ionization detector (PID);
- b. Collection of discrete soil samples from any depth interval with a PID response significantly greater than the typical reading for that boring and greater than 100 ppm. Assume for the purpose of this RFB, that two (2) soil samples will be collected in total. Soil samples will be collected in laboratory-provided containers in accordance with EPA Method 5035 and analyzed for the COCs by EPA Method SW846 8260 by a PADEP-certified laboratory.



- c. Wells shall be constructed of 2-inch PVC with a maximum of 20 feet of well screen;
- d. Wells shall be installed a minimum of five feet into the saturated zone;<sup>6</sup> and
- e. The well screen shall straddle the unsaturated/saturated zone interface (i.e., approximately half of screen shall be within the unsaturated zone and half of screen shall be within the saturated zone).

Subsequent to the monitoring well installations, the wells shall be developed in accordance with standard industry practices and applicable regulations and guidance. Additionally, the wells shall be surveyed by a professional surveyor to identify locations on the scaled base site plan and to determine top of casing elevations (elevation above mean sea level)(see Item 3 above).

- 7. Monitoring Well Sampling and Analysis:** The 19 monitoring wells at the site (16 existing plus the three (3) additional monitoring wells in Item 6) shall be sampled quarterly and analyzed for the substances on the PADEP short list for unleaded gasoline (benzene, cumene, ethylbenzene, MTBE, naphthalene, toluene, and total xylenes). The samples shall be analyzed by EPA Method 8260 by a Pennsylvania-certified laboratory. QA/QC for this task shall include collecting and analyzing one trip blank (provided by laboratory) and one blind duplicate QA/QC groundwater sample for the COCs per sampling event

During each quarterly event, static water levels shall be measured in each of the monitoring wells using electronic conductance-type meters capable of measuring to 0.01 feet. Wells shall be purged prior to sampling in accordance with standard industry practices and applicable regulations and guidance (e.g., removal of three standing well-bore volumes or low-flow methods).

If SPL is encountered during the groundwater sampling, a sample of the SPL shall be collected and properly containerized / stored and the Technical Contact shall be notified. USTIF may request (under separate work scope) that the SPL sample be analyzed for forensic properties.

For the cost estimation purposes, bidders shall assume that three (3) quarterly sampling events will be conducted as part of this Scope of Work (i.e., all tasks will be completed within nine months).

- 8. Receptor Survey:** Additional receptor information has been requested by the PADEP. The following tasks must be completed:

- a. Determine the potential impact to surface water (Monongahela River) using PADEP-approved methods (e.g., Quick Domenico, SWLOAD5B, and PENTOXSD models).
- b. Perform a Pennsylvania Natural Diversity Inventory (PNDI) environmental review to evaluate for the presence of special concern species and resources. This review can be performed over the internet at <http://www.gis.dcnr.state.pa.us/hgis-er/Login.aspx>.

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<sup>6</sup> For cost estimation purposes, Bidder shall assume that each well shall be installed by hollow stem auger drill rig to a depth of 20 feet below grade.



- c. Determine from where the ABC Water Treatment Plant (located approximately 350 feet south of the site) obtains its raw water. If the source of this water is from supply wells located in overburden aquifer(s), groundwater elevation data should be obtained from the water authority to determine the treatment plant's effect on local water levels. This information should then be incorporated into Item 4.
  - d. Review the PA Groundwater Information System (PAGWIS) records available from the PA Topographic and Geologic Survey website. This task shall include plotting all recorded wells within a ½-mile radius of the site on a map and including a copy of the database records for that search distance in an appendix to the PSCR.
  - e. Local water authority records should be searched to determine whether all properties within 1,000 feet of the site are connected to and using (changing meter readings) public water.
  - f. A door-to-door survey of the adjoining and downgradient properties (for a distance of 500 feet from the downgradient property line determined in Item 4) shall be performed to investigate whether there are private water supply wells present on the property. One attempt should be made to contact each property owner to interview or schedule an interview. If contact can not be made, visual reconnaissance of the property should be conducted from public rights-of-way to determine if any obvious signs of a water supply well are evident.
- 9. Waste Management and Disposal:** Performing waste management / disposal. For cost estimation purposes, Bidder shall assume that purge water shall be treated through granular activated carbon for surface discharge. [PADEP approval will need to be secured by successful Bidder.] For cost estimation purposes, Bidder shall assume that they are responsible for segregating and containerizing soil cuttings in DOT-approved 55-gallon drums and transporting the drums to an on-site staging location designated by the Owner / Operator. Bidder is also responsible for sampling and analyzing these cuttings to characterize and determine appropriate means of disposal (e.g., clean fill or landfill) and then coordinating the proper disposal of the soil. The Solicitor will be responsible to sign any required disposal manifests as the generator. For this solicitation, please provide unit prices for disposal and assume that 20 soil drums (non-hazardous) and six (6) granular activated carbon drums (non-hazardous) will be disposed of.
- 10. Reporting:** Preparing a PSCR<sup>7</sup> documenting the results of the successful bidder's site characterization work. The format and content of the report shall be generally consistent with 25 PA Code §245.309 and shall include, as applicable, recommended follow-up site characterization activities along with rationale. PSCR shall be sealed by a Professional Geologist licensed in the Commonwealth of Pennsylvania. A draft PSCR shall be submitted electronically (in Adobe PDF format) and in hard copy to the Solicitor and ICF Claims Handler for review / comment prior to finalizing the PSCR. Once successful bidder has addressed comments on the draft, the successful bidder shall finalize and issue report to PADEP. All AutoCAD maps / plans included in the report (e.g., site plan /

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<sup>7</sup>As previously stated, to the extent the characterization work conducted under this RFB is adequate to sufficiently define the environmental problem (e.g., if contamination is minor, readily defined or insignificant) the successful bidder would be expected to submit its findings in a SCR rather than a PSCR.

base map, groundwater elevation maps, dissolved plume maps, and soil contaminant distribution maps) shall also be submitted electronically (in AutoCAD format) on CD to the Solicitor and ICF Claims Handler. Additionally, electronic copies of all data tables shall be submitted (in the format of the application used to create them (e.g., MS Excel) on CD to the Solicitor and ICF Claims Handler.

The Scope of Work as described above shall be conducted in accordance with industry standards / practices, and consistent with the PADEP requirements and guidelines (e.g., PADEP Groundwater Monitoring Guidance Manual, Document No. 383-3000-001 dated December 1, 2001).

Because site characterization is an iterative process with each phase of characterization being shaped by the results of the previous phase, it is anticipated that there will be deviations from and modifications to this Scope of Work during the project. These changes will be handled in accordance with Section E below.

Each bidder should carefully review the existing site information provided in Attachment 1 to this RFB and seek out other appropriate sources of information to develop a cost estimate and schedule leading up to and including preparing the PSCR. Bids that demonstrate a command of existing site information and offer a comprehensive / complete vision for the preliminary site characterization will be regarded as responsive to this solicitation.<sup>8</sup>

#### **E. TYPE OF CONTRACT / PRICING**

The Solicitor wishes to execute a mutually agreeable Fixed Price contract (Remediation Agreement). A copy of the standard Remediation Agreement is included as Attachment 3 to this RFB solicitation. This sample agreement has been previously employed by other Solicitors on other USTIF-funded claims. The bidder must identify in the bid response document any modifications that they wish to propose to the Remediation Agreement language in Attachment 3 other than obvious modifications to fit this RFB (e.g., names and dates). The number and scope of any modifications to the standard agreement will be one of the criteria used to evaluate the bid. **Any bid response that does not clearly and unambiguously state whether the bidder accepts the Remediation Agreement included in Attachment 3 "as is," or that does not provide a cross-referenced list of requested changes to this agreement will be considered non-responsive to this RFB Solicitation and its bid will not be considered further.** Any requested changes to the agreement should be specified in the bid response, however, these changes will need to be reviewed and agreed upon by both the Solicitor and the USTIF.

The Remediation Agreement costs shall be based on unit prices for labor, equipment, materials, subcontractors/vendors and other direct costs. The total cost quoted by the successful bidder will be the maximum amount to be paid by the Solicitor unless a change in scope is authorized and determined to be reasonable, necessary, and appropriate. As stated in Section D, it is anticipated that there will be deviations from and modifications to this Scope of Work during the project. The Remediation Agreement states that any

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<sup>8</sup> If Bidders believe additional work steps (beyond work scope items identified herein) are necessary to complete the preliminary site characterization, these items should be identified in the bidder's proposal. Reasonable, necessary, and appropriate work that is performed outside of this scope of work due to unforeseen conditions shall be reimbursed according to the unit rate schedule.

significant changes to the Scope of Work will require approval by the Solicitor, USTIF, and PADEP.

The bidder shall provide its bid using the format identified in Attachment 2 with brief descriptions provided for each task provided in the body of the bid document. An electronic version of Attachment 2 (in Microsoft Excel Format) has been provided on the accompanying CD (Attachment 1). In addition to Attachment 2, the bidder shall provide a unit rate schedule that will be used for any out-of-scope work on this project.

The successful bidder's work to complete the PSCR under the USTIF claim will be subject to ongoing review by the Solicitor and USTIF or its representatives to assess whether the work has been completed and the associated incurred costs are reasonable, necessary, and appropriate.

In order to facilitate USTIF's review and reimbursement of invoices submitted under this claim, the Solicitor requires that project costs be invoiced by the tasks identified in the bid. The standard practice of tracking total cumulative costs by bid task will also be required to facilitate invoice review.

Each bid package received will be assumed to be good for a period of up to 120 days after receipt unless otherwise noted. The costs quoted in the bid and the rate schedule will be assumed to be good for the duration of the Preliminary Site Characterization Activities contract.

#### **F. BID RESPONSE DOCUMENT**

Each bid response document must:

1. Include a demonstration of the bidder's understanding of the existing site information provided in this RFB and the objectives of the project.
2. Identify the bidder's approach to achieving project objectives efficiently.
3. Include a cost estimate and schedule for work up to and completing the preparation of the PSCR.
4. Provide Fixed Price bid pricing using the standardized format in Attachment 2 including a rate schedule for any out-of-scope work. The following information relating to the bid pricing should be included on Attachment 2 or discussed in the body of the bid document:
  - a. The bidder's proposed unit cost rates for each expected labor category, subcontractors, other direct costs, and equipment;
  - b. The bidder's proposed markup on other direct costs and subcontractors (if any);
  - c. Estimated cost by task and total costs must be defined within the proposal text and on Attachment 2; and

- d. The bidder's estimated total cost by task consistent with the proposed Scope of Work identifying all level-of-effort and costing assumptions.
5. Include documentation of the bidder's level of insurance consistent with the levels listed in Attachment 3<sup>9</sup>;
6. Identify the names of the proposed project team for the key project staff, including the proposed Professional Geologist and Professional Engineer (if applicable) of Record who will be responsible for overseeing the work and applying a professional geologist's seal to the project deliverables. The inclusion of brief resumes of key project team members is encouraged.
7. Include answers to the following specific questions:
  - a. How many Chapter 245 Corrective Action projects in the Southwest Region are you currently the primary consultant for? Please list up to ten.
  - b. How many Chapter 245 Corrective Action projects have you worked on during the last five years? Please list up to ten.
  - c. Has your firm ever been a party to a terminated USTIF-funded Fixed-Price (FP) or Pay-for-Performance (PFP) contract without attaining all of the Milestones? If so, please explain including whether the conditions of the FP or PFP contract were met.
8. Identify and sufficiently describe subcontractor involvement by task.
9. Provide a detailed schedule of activities for completing the proposed Scope of Work inclusive of reasonable assumptions regarding the timing and duration of client and PADEP reviews (if any) needed to complete the Scope of Work. Details on such items as proposed meetings and work product submittals shall also be reflected in the schedule.
10. Describe your approach to working with the PADEP from project inception to submittal of the PSCR. Describe how the PADEP would be involved proactively in the resolution of technical issues and how the PADEP case team will be kept informed of activities at the site.
11. Describe how the Solicitor and ICF / USTIF will be kept informed as to project progress and developments and how the Solicitor (or designee) will be informed of, and participate in evaluating technical issues that may arise during this project.
12. Identify key assumptions made in formulating the proposed cost estimate. The use of overly narrow assumptions will negatively impact the bid.
13. Identify any exceptions or special conditions applicable to the proposed Scope of Work.
14. Include quotations from major subcontractors.

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<sup>9</sup> The successful bidder agrees and shall submit evidence to the Solicitor before beginning work that bidder has procured and will maintain Workers Compensation; commercial general and contractual liability; commercial automobile liability; and professional liability insurance commensurate with the level stated in the Remediation Agreement and commensurate with industry standards for the work to be performed.

15. Identify all level-of-effort and costing assumptions.

**G. MANDATORY SITE VISIT**

There will be a mandatory site meeting on February 25, 2009. The Solicitor, the Technical Contact, or their designee will be at the site between 1:00 pm and 3:00 pm to answer questions and conduct a site tour for one participant per firm. This meeting is mandatory for all bidders – no exceptions. This meeting will allow each bidding firm to inspect the site and evaluate site conditions. A confirmation of your intent to attend this meeting is requested to be provided to the ICF Technical Contact via e-mail by February 20, 2009 with the subject "CHARLEROI GULF 1995-034(M) – SITE MEETING ATTENDANCE CONFIRMATION". The name and contact information of the company participant should be included in the body of the e-mail.

## **ATTACHMENT 1**

### **Historical Project Documents**

(Provided on the accompanying compact disk)

#### **Gulf Correspondence from DEP**

April 18 2006 letter  
August 20 2002 letter  
January 27 2005 Letter  
June 8 2006 letter  
June 25 2007 letter  
September 4 2002 letter  
September 5 2002  
September 18 2008 letter

#### **Gulf Reports**

December 05 UEG SCR and RAP  
UEG Additional Info to DEP  
UEG Closure Assessment Report  
UEG sample results to DEP  
UEG SCR and RAP Part 1  
UEG SCR and RAP Part 2

#### **Sunoco Documents**

Appendices to GES revised RAP and RACR  
GES Background Standard Monitoring Report  
GES Revised RAP and RACR  
GES SCR Addendum & RAP  
GES SCR  
Letter from DEP July 28 2002  
Letters from DEP

**Claim**

1995-034

INSERT COMPACT DISK HERE



**ATTACHMENT 2**

**Standardized Bid Format**

**ATTACHMENT 2****Total Fixed Price Bid Sheet****Charleroi Gulf**562 McKean Avenue, Charleroi Borough, Washington County, PA  
PADEP Facility ID #63-09229; USTIF Claim #1995-034(M)

1.) PROJECT PLANS \$ \_\_\_\_\_

2.) ENGINEERING EVALUATION OF UTILITIES \$ \_\_\_\_\_

3.) LICENSED PROFESSIONAL LAND SURVEY OF SITE / BASE MAP PREPARATION \$ \_\_\_\_\_

4.) GROUNDWATER ELEVATION SURVEY \$ \_\_\_\_\_

## 5.) RECONNAISSANCE SOIL GAS / GROUNDWATER SURVEY

a.) Price for specified survey completed as soil gas points/samples \$ \_\_\_\_\_

b.) Price for specified survey completed as groundwater points/samples \$ \_\_\_\_\_

6.) MONITORING WELL INSTALLATION \$ \_\_\_\_\_

## 7.) MONITORING WELL SAMPLING AND ANALYSIS

\$ \_\_\_\_\_ per quarter X \_\_\_\_\_ # quarters to complete Scope of Work = \$ \_\_\_\_\_

8.) RECEPTOR SURVEY \$ \_\_\_\_\_

9.) WASTE MANAGEMENT AND DISPOSAL \$ \_\_\_\_\_

10.) REPORTING \$ \_\_\_\_\_

**TOTAL FIXED PRICE** \$ 

NOTE: Please attach a current rate schedule to this bid sheet

**ATTACHMENT 3**

**Standard Remediation Agreement**

**DRAFT****REMEDIATION AGREEMENT**

PADEP Facility ID #:[##-#####]

USTIF Claim #:[####-####(x)]

This agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ [Insert Year], by and between [Insert Owner's Name] and [Insert Facility Name] (Client"), with a principal place of business at [Insert Address] and [Insert Environmental Consulting Firm Name and (Appropriate Acronym)], ("Consultant") a [Insert State Name] Corporation with its principal place of business at [Insert Environmental Consultant's Address] (collectively, the "Parties").

**RECITALS**

WHEREAS, the Pennsylvania Department of Environmental Protection ("DEP") has determined that corrective action of a petroleum release at a regulated underground storage tank ("UST") site is required ("Remediation").

WHEREAS, the Pennsylvania Underground Storage Tank Indemnification Fund ("Fund") has also determined the Remediation is eligible for reimbursement.

WHEREAS, the Client desires that Consultant perform the scope of work described in Exhibit A to this Agreement (the "Scope of Work") for a total fixed cost (see Exhibit B).

WHEREAS, the Fund is not a party to this Agreement, but agrees to dedicate funds for the payment of reasonable corrective action costs in connection with the Remediation so long as the Fund is provided with reporting and monitoring data in accordance with this Agreement to assure that payment is warranted based upon the conditions of this Agreement.

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 shall, as an independent contractor to Client, perform the Scope of Work.
- b. The Scope of Work shall be performed in accordance with all applicable federal, state, and local rules and regulations, including the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, meeting and demonstrating attainment of the Standard (as defined in Exhibit A) established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program). The Scope of Work will be completed consistent with Remedial System Design [or Insert name of Appropriate Document], dated [Insert Date] and Response to Telephone Conversation [or Insert name of Appropriate Document] of [Insert Date] that contained clarifications on the Remedial System Design [or Insert name of Appropriate Document] dated [Insert Date]. Both documents are included for reference as Exhibit D of this Agreement. Any significant modification to the Scope of

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Work will require approval of the Client, Pennsylvania Department of Environmental Protection (PADEP), and the Fund.

- c. Consultant shall perform the Scope of Work for a total fixed price ("TFP") of [Insert Dollar Value], subject to all other provisions of this Agreement.
- d. Consultant shall attend periodic site meetings with the Fund and Client for site status updates. The Fund will provide Consultant ten (10) days written notice of the meeting.

**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 any other access agreements with other third party property owners, as necessary 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 of all information and documents including, without limitation, correspondence, notices, reports, data submittals, restrictive covenants, engineering and institutional controls, and the like, and (ii) implement and maintain any engineering or institutional controls.
- d. Client shall transmit to Consultant copies of all documentation, correspondence, reports, and the like, sent or received by Client, regarding the environmental conditions at the Site.

**4. Period of Performance**

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

**5. Standard of Care**

Consultant will perform the Scope of Work and other services 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. 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. Consultant shall submit a payment request ("Payment Request") to the Client for approval using the form in Exhibit C, upon the completion of milestones as described in Exhibit B and Exhibit C. The Client approved payment request will then be submitted to the Fund for payment.
- b. [Paragraph 6b applies only to performance-based contracts. Delete paragraph 6b if the contract is NOT performance-based.]

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If Consultant is able to obtain the final milestone prior to completing the other milestones, all milestones payments are due and payable to Consultant.

- c. Client shall use the Fund to satisfy the Payment Request in connection with the performance of the Scopes of Work under the following conditions:
  - i. Client shall submit all necessary documentation to effectuate Consultant direct payment from the Fund;
  - ii. Should the Fund be temporarily suspended or permanently terminated, Client shall reimburse Consultant for any unpaid Payment Requests and interest, within 30 days of notification by Consultant of such suspension or termination. Interest is calculated as 0.75% per month on outstanding amounts;
  - iii. In all cases where Consultant is ultimately paid by the Fund for eligible amounts paid by Client, Consultant will refund to Client such amounts; and
  - iv. Should Fund guidelines be substantially changed, either party may terminate this Agreement with or without cause upon a 30 day written notice. Consultant shall be paid any outstanding unclaimed amounts due from Client at the time of such termination within thirty (30) days of notice of termination.
  - v. To ensure payment, Consultant will perform the Scope of Work and remedial actions for the TFP and in accordance with PADEP approved RAP and, if necessary, PADEP approved RAP addendum.

**7. Insurance**

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 Liability and coverage on all vehicles owned, hired, or used in performance of this Agreement with limits not less than \$1,000,000 -- Bodily Injury and Property Damage combined single limit and aggregate.
- 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 per occurrence and \$2,000,000 in the aggregate.

**8. Performance Product and Warranty**

[Delete the paragraph below and replace with "Not Applicable." if the contract scope of work cannot reasonably be expected to remediate the site to the selected cleanup standards and the contract scope of work does not include a demonstration of attainment]

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Consultant estimates that the demonstration of attainment with the approved PADEP standard for all compounds listed in the Scope of Work will commence following **[Insert number of quarters] (Insert number of months)** of operation after the start-up of the Remedial System. If such demonstration of attainment can not be initiated within this defined schedule, Consultant shall conduct the pre-defined Additional Measures (as defined in Exhibit A). If demonstration of attainment cannot be initiated at the end of the Additional Measures, Consultant may, at its option, forgo the remaining milestone payments, terminate this Agreement, and be released from any further obligation.

**9. Equipment Loss or Damage**

Consultant owned items used for the Agreement that are damaged or destroyed by acts of nature, improper design, installation, maintenance or handling, theft, or vandalism are at the sole expense of the Consultant. All other items shall be replaced at the expense of Client.

**10. Non-performance by Remediation Contractor**

Except as provided in Section 8, if Consultant fails to meet any specification of the Scope of Work as outlined in this Agreement, the Client or the Fund shall notify Consultant by certified letter of the deficiency(ies). If Consultant does not correct the deficiency(ies) within thirty (30) days, Consultant shall be in breach of this Agreement and the Client may void this Agreement or the Fund may withhold any further payment. Consultant shall be notified by certified letter that this Agreement is void and if any invoices are payable upon review and approval by the Fund. If Consultant corrects the deficiency(ies) within 30 days, this Agreement will continue.

**11. Cancellation**

- a. The TFP shall not be increased except upon the occurrence of a "New Condition" as defined in this section.
- b. A "New Condition" exists when one or more the following events occur and, as the result of such event, Consultant has demonstrated that the cost and/or period of time necessary to accomplish the Scope of Work is increased:
  - i. The discovery of New Contamination (defined as any presence or release, or any portion of a presence or release, of any regulated substance including, without limitation, petroleum that impacts soil, sediments, surface water and/or groundwater and did not exist or was not identified in the Baseline Conditions). Without limiting the definition of New Contamination, New Contamination includes:
    - a documented tank, line and/or dispenser failure, or surface spill, that impacts soil, sediments, surface water and/or groundwater;
    - the discovery of unknown or abandoned underground storage tanks and/or lines and associated equipment that demonstrate that they have caused a release of oil or hazardous material to the environment and this release causes a substantial increase in the scope of work and costs;
    - the detection of any dissolved regulated substances not previously detected at the site; and
    - increases in dissolved regulated substance(s) greater than 100 times the maximum concentration of such regulated substance(s) measured during the two



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years prior to the execution of this agreement for more than two consecutive quarters, provided that this increase is not attributed directly to the remedial actions being conducted or the deactivation of the remedial actions;

- ii. Construction or reconfiguration of the Site, to the extent that it interferes with the Scope of Work;
  - iii. Promulgation of new, or change in interpretation of existing, federal, state, or local law, regulation, ordinance or written policy;
  - iv. Limitation of access to the Site or adjacent properties, changes in access, significant changes in access agreements, access that requires the institution of administrative or legal action, or access that requires unreasonable or uncustomary monetary expenditures;
  - v. Demands, claims or lawsuits, and the like, that impact the progress of the remediation or requires additional effort not accounted for in the Scope of Work; or
  - vi. Non-payment or continuous late payment of Consultant invoices. Continuous late payment is defined as at least two payments not received for more than 60 days after submittal of associated Payment Requests within a calendar year.
  - vii. One or more of site specific assumptions provided in Exhibit A no longer remain true and accurate.
- c. Upon the discovery or occurrence of any New Condition,
- i. Consultant shall notify Client in writing, describing the details of such New Condition; and
  - ii. Consultant shall provide an additional scope of work and associated cost estimate to account for such New Condition ("Out of Scope Work") for Client's approval and authorization. Upon Client approval, Consultant shall continue with the original Scope of Work and perform the Out of Scope Work, with the Out of Scope Work performed on a time and materials, unit cost or lump sum basis as Consultant and Client shall agree; or
  - iii. If Consultant and Client are unable to agree as provided above as to the value of the Out of Scope Work, Consultant, in its sole discretion, may terminate this Agreement. Upon such termination, Consultant shall be paid for all incurred and outstanding costs, fees and expenses as of the date of termination and all reasonable demobilization costs and Consultant shall have no further obligations under this Agreement. If Consultant is released from this Agreement, all environmental remediation and monitoring equipment and material purchased solely for the execution of this Scope of Work shall remain onsite and in usable state/condition.

**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 Scopes of Work. Client shall

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indemnify and hold Consultant harmless from and against any Claims arising out of or related to (i) the negligent acts or omissions, or violations of Law, of Client and (ii) regulated substances, including petroleum, that are present at, released to or from, treated at, or removed from, the site.

**13. Closure**

**[Delete the paragraph below and replace with "Not Applicable." if the contract scope of work does not include a demonstration of attainment and RACR]**

The Consultant shall remove all associated remediation equipment and materials including utilities and from the site within sixty (60) days of receipt of DEP approval of its Remedial Action Completion Report. The Consultant shall abandon all wells (including preexisting wells from the site characterization), borings, trenches, and piping/utility runs installed by the Consultant as part of corrective action in accordance with all applicable requirements within 60 days of receipt of DEP approval of its Remedial Action Completion Report. Disruption of the Client's normal business shall be kept to a minimum. The Consultant shall return the site to the condition prior to initiation of the Scope of Work. Conditions prior to initiation of the Scope of Work will be established by preparing 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 or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

**16. Integration**

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.

**17. Order of Precedence**

In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- A. This Agreement
- B. The Scope of Work (Exhibit A)
- C. Schedule of Fixed Prices (Exhibit B)
- D. Consultant Bid Response [or Proposal] Document dated [Insert Date of Bid Response]
- E. The Request for Bid Document dated [Insert Date of RFB Document]
- F. Task Orders (if applicable)
- G. Other Contract Documents

**18. Notice**



**DRAFT****EXHIBIT A  
SCOPE OF WORK**

(Scope of Work is defined here as described in Section 2b)

**Location:** [Insert Facility Address]

**Goals:**

**[Delete the following paragraphs and substitute contract-specific goals if the contract scope of work cannot reasonably be expected to remediate the site to the selected cleanup standards and the contract scope of work does not include a demonstration of attainment]**

The goal of this project is to cost effectively clean up the site in a reasonable timeframe to obtain a PADEP Relief of Liability under Act 2 by achieving the remediation standard(s) specified for soil and groundwater in a PADEP-approved RAP.

Obtain Pennsylvania Department of Environmental Protection (PADEP) approval of Final Remediation Completion Report using a PADEP approved standard for benzene, toluene, ethylbenzene, xylenes, methyl-tert-butyl ether (MTBE), isopropylbenzene, and naphthalene (the compounds of concern or COCs) (the "Standard"), associated with the documented releases of [Insert name of released product] on [Insert Date] and [Insert Additional Dates, if necessary] which are referenced as PADEP Facility Identification Number [Insert Facility ID Number].

**Strategy/Scope of Work:**

The Strategy/Scope of Work is described in the Bid Response Document dated [Insert Date] and the Request for Bid Document dated [Insert Date of RFB Document], with the following exceptions:

- [Insert Site Specific Information or "None"]

**Site Specific Assumptions:**

The Site Specific Assumptions are described in the Bid Response Document dated [Insert Date] and the Request for Bid Document dated [Insert Date of RFB Document], with the following exceptions:

- [Insert Site Specific Assumptions or "None"]

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**EXHIBIT B**  
**Schedule of Fixed Prices**  
 {INSERT SITE-SPECIFIC INFORMATION}

**Milestones:**

ID	Milestones Sub-Milestones	Estimated Schedule to Complete	Amount (dollars \$)
A	Remedial Action Plan Final Design, specifications, procurement, purchase of equipment and groundwater monitoring	1 quarter Q1	\$Insert Amount
B1	Remedial System Installation: Trenching & piping and groundwater monitoring	1 quarter Q2	\$ Insert Amount
B2	Remedial System Installation: Equipment Installation, Start-up of System, 1 <sup>st</sup> quarter of Remedial System O&M and groundwater monitoring	1 quarter Q3	\$ Insert Amount
C1	Remedial System O&M & Groundwater Monitoring	1 quarter Q4	\$ Insert Amount
C2	Remedial System O&M & Groundwater Monitoring	1 quarter Q5	\$ Insert Amount
C3	Remedial System O&M & Groundwater Monitoring	1 quarter Q6	\$ Insert Amount
C4	Remedial System O&M & Groundwater Monitoring	1 quarter Q7	\$ Insert Amount
C5	Remedial System O&M & Groundwater Monitoring	1 quarter Q8	\$ Insert Amount
C6	Remedial System O&M & Groundwater Monitoring	1 quarter Q9	\$ Insert Amount
C7	Remedial System O&M & Groundwater Monitoring	1 quarter Q10	\$ Insert Amount
C8	Remedial System O&M & Groundwater Monitoring	1 quarter Q11	\$ Insert Amount
C9	Remedial System O&M & Groundwater Monitoring	1 quarter Q12	\$ Insert Amount
C10	Remedial System O&M & Groundwater Monitoring	1 quarter Q13	\$ Insert Amount
C11	Remedial System O&M & Groundwater Monitoring	1 quarter Q14	\$ Insert Amount
D1	Attainment Sampling: Soil & Groundwater	1 quarter Q15	\$ Insert Amount
D2	Attainment Sampling: Groundwater	1 quarter Q16	\$ Insert Amount
D3	Attainment Sampling: Groundwater	1 quarter Q17	\$ Insert Amount
D4	Attainment Sampling: Groundwater	1 quarter Q18	\$ Insert Amount
D5	Attainment Sampling: Groundwater	1 quarter Q19	\$ Insert Amount
D6	Attainment Sampling: Groundwater	1 quarter Q20	\$ Insert Amount
D7	Attainment Sampling: Groundwater	1 quarter Q21	\$ Insert Amount
D8	Attainment Sampling: Groundwater	1 quarter	\$ Insert

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		Q22	Amount
F	DEP Approval of the Final Remediation Completion Report and Post Remediation Activities/Site Restoration	2 quarters Q24	\$ Insert Amount
	TOTAL CONTRACT CEILING	Q24	\$Insert Total Amount

**Additional Measures:**

[Delete the paragraph below and replace with "Not Applicable." if Section 8 also contains the words "Not Applicable"]

If demonstration of attainment of the Standard can not be initiated within this defined schedule, Consultant shall conduct the following additional measures ("Additional Measures"):

- Perform four (4) quarters (12 months) of Remedial System O&M and Groundwater Monitoring.

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## EXHIBIT C PAYMENT REQUEST SCHEDULE

{INSERT SITE-SPECIFIC INFORMATION INTO THIS TABLE}

Milestone Identification		Supporting Documentation	Completion Date (months)	Payment Request Amount (\$)
A	Remedial Action Plan Final Design, specifications, procurement, purchase of equipment and groundwater monitoring	<ul style="list-style-type: none"> <li>▪ RAP Final Design &amp; Specifications</li> <li>▪ DEP approval letter of RAP</li> <li>▪ Groundwater Sampling Report</li> </ul>		
B1	Remedial System Installation: Trenching & piping and groundwater monitoring	<ul style="list-style-type: none"> <li>▪ Design Specifications</li> <li>▪ Vendor Invoices</li> <li>▪ Groundwater Sampling Report</li> <li>▪ Photo Documentation</li> </ul>		
B2	Remedial System Installation (in accordance with this Agreement Section 2b): Equipment Installation, Start-up of System, 1 <sup>st</sup> quarter of Remedial System O&M and groundwater monitoring	<ul style="list-style-type: none"> <li>▪ Remediation Status Progress Report with groundwater sampling results and remedial system performance data (hours in operation, gallons extracted and treated, extraction wells operating, repairs and notes)</li> <li>▪ Photo Documentation</li> </ul>		
C1-11	Remedial System O&M & Groundwater Monitoring	<ul style="list-style-type: none"> <li>▪ Remediation Status Progress Report with Groundwater Sampling results</li> </ul>		
D1	Attainment Sampling: Soil & Groundwater	<ul style="list-style-type: none"> <li>▪ Soil &amp; Groundwater Attainment Sampling Report</li> </ul>		
D2-8	Attainment Sampling: Groundwater	<ul style="list-style-type: none"> <li>▪ Groundwater Attainment Sampling Report</li> </ul>		
F	DEP Approval of Remedial Completion Report, and Post Remediation Activities/Site Restoration	<ul style="list-style-type: none"> <li>▪ DEP Approval Letter of Remedial Action Completion Report</li> <li>▪ Letter report verifying well abandonment by Licensed Driller and PG</li> <li>▪ Photo Documentation</li> </ul>		



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**EXHIBIT D**  
**SUPPORTING DOCUMENTS**