

# COMPETITIVE UNIT-PRICE BID SOLICITATION

## REMEDIAL IMPLEMENTATION, OPERATION AND MAINTENANCE, AND GROUNDWATER SAMPLING AND REPORTING ACTIVITIES

SHEETZ STORE #75  
304 S. Main Street, Slippery Rock, PA 16057

PADEP FACILITY ID #10-29479  
PAUSTIF CLAIM #2003-0204(F)

*October 26, 2010*

This Request for Bid (RFB) Solicitation has been issued by the Pennsylvania Underground Storage Tank Indemnification Fund (PAUSTIF or "Fund") on behalf of the Claimant, Sheetz, Inc., who hereafter is referred to as the Client or Solicitor. In general, this RFB references a scope of work (SOW) for continuing groundwater remediation and associated monitoring / reporting at an active retail gasoline and kerosene sales facility owned and operated by the Client. The facility, known as Sheetz #75, is located at 304 South Main Street in Slippery Rock, Butler County, PA.

At the present time, the Solicitor has elected to pursue an Act 2 closure based on demonstrating attainment of the used aquifer Statewide Health Standard (SHS) Medium-Specific Concentrations (MSCs) for groundwater and non-residential SHS MSCs for soil. Remediation intended to meet this goal has been ongoing at this facility since 2005 by means of a vacuum-enhanced multi-phase extraction (MPX) system designed, installed, operated, and maintained by the current consultant of record. However, after five years of remedial activity, the Solicitor seeks to progress more efficiently and cost effectively towards achieving site closure and a relief of liability under Pennsylvania Department of Environmental Protection (PADEP) Act 2 regulations.

The SOW (Tasks 1 and 2 described below) will be embodied in both a Fixed Price Agreement (see Attachment 2) and in the Solicitor's standard Master Services Agreement (see Attachment 3). In other words, **the selected bidder will need to execute both contract documents** with the Solicitor. Although it is not a party to either agreement, the Fund will reimburse 100 percent of the reasonable, necessary, and appropriate costs incurred consistent with the Milestone Payment Schedule specified in Section 4 below and as incorporated into the signed Fixed Price Agreement.

The SOW covers only two years of additional remedial system operation & maintenance (O&M) and ongoing quarterly groundwater monitoring, sampling, and reporting (although the contractual period is 2.5 years). Post-remedial activities necessary to bring this site to closure are NOT included in the SOW. In addition, this RFB does ***not*** seek a pay-for-performance arrangement (payments based on incremental contaminant reductions achieved) primarily because of the uncertainty in the quantity of contaminant mass remaining under the station building. However, the Solicitor and PAUSTIF are using a bid approach designed to induce the successful bidder to **maximize and sustain impacted groundwater recovery within the remaining impacted portion of this site**. Since the successful bidder will be reimbursed for remediation costs based on the number of gallons recovered from the target contaminated

zone, this bid solicitation is intended to promote creativity in identifying better and more efficient ways of extracting groundwater and operating treatment equipment over the contract period (2 full years of operation & maintenance plus upfront time for any system improvements). **The intent is to encourage bids that consider capital and operational improvements upfront as a means of increasing and sustaining groundwater extraction rates from the impacted portion of this site over the duration of the contract.** The means to this end will involve reimbursing costs based on the gallons of contaminated water removed from the impacted area.

After 5 years of multi-phase extraction remedial activity at this site, the dissolved contaminant plume has contracted. However, the lingering presence of methyl tertiary butyl ether (MTBE) over a smaller area in the low permeability silt and clay overburden at concentrations above the PADEP SHS-MSD is the apparent driver for meeting the Solicitor's selected remedial goal. Moreover, the dissolved-phase MTBE plume continues to extend beyond at least one property boundary in the direction of residential land uses. Therefore, the Solicitor's selected remedial goal includes minimizing flux of contaminant mass off-site and achieving sufficient contaminant mass reductions to allow a demonstration of SHS attainment in a reasonable timeframe.

To achieve these intermediate goals, this RFB calls for maximizing extraction of MTBE-impacted shallow groundwater from a more focused area and vertical interval of the water-bearing zone near the surface (see Figure 1 on page 23 of 28). To that end, bidders are expected to carefully evaluate the information provided in and with this RFB to formulate a proposed cost-effective approach to maximize groundwater extraction rates from the impacted area. Some bidders may see this objective as best achieved by concentrating on improved / more effective system operation & maintenance (O&M) and making few capital enhancements to the current remedial technology/infrastructure *other than* to re-focus extraction on the target area. Other bidders may choose to enhance the groundwater recovery / treatment system infrastructure (below and/or above-ground) in addition to concentrating on improvements to system O&M in order to maximize groundwater yield over the contract period. However, whatever the approach, the Solicitor and PAUSTIF will reimburse these capital and operational costs on a per gallon fee basis consistent with the selected consultant's bid.

**Please note that a bidder's response to this RFB Solicitation Package means it has accepted all terms in both agreements and scope of work requirements (for example, but not limited to, any report submittal deadlines) unless explicitly stated to the contrary in the bid response.** However, bidders must still describe their approach to completing the SOW in full and in detail.

**Should your company elect to respond to this RFB Solicitation, one copy of the signed bid package must be provided directly to the Funds' third-party administrator, ICF International (ICFI), at the address and to the attention of the person identified in Section 1 below. In addition to this one hard copy submittal, the complete bid response must be submitted to ICFI electronically (Adobe PDF format) on a compact disk (CD) to be included with the hard copy bid response. The outside of the bid response package must be clearly marked and labeled with "Bid – Claim #2003-0204(F)."**

Please note that **the bid response is to be sent only to ICFI** who will be responsible for opening the bids and providing copies to the Technical Contact and the Solicitor. No bid responses will be opened for review until the due date and time elapses. No portion or element

of any bid response will be distributed by ICFI to any party other than the Solicitor, the Technical Contact, and PAUSTIF.

**The signed bid package (hard copy and electronic copy) sent to ICFI must arrive no later than close of business (5 p.m. EST) on December 2, 2010.** Please note that if your bid response is not received by ICFI by this due date and time, it will not be considered, i.e., only those bid responses received by the specified due date and time from those bidders who also attended the mandatory pre-bid site visit (see Section 6) will be considered.

Each bid response will be considered individually and consistent with the evaluation process described in the PAUSTIF Competitive Bidding Fact Sheet, which can be downloaded from the PAUSTIF web site (see [www.ins.state.pa.us](http://www.ins.state.pa.us)). Key considerations for the bid evaluation shall include, but are not necessarily limited to, the following:

- Bid per-gallon fee for contaminated groundwater extraction / treatment over the contract period (inclusive of capital improvements and all O&M costs).
- Fixed price cost for quarterly groundwater sampling / reporting for nine quarterly events.
- Demonstrating in the bid response that the bidder has conducted a thorough review of the prior site documentation.
- Demonstrating a well-supported understanding of site hydrogeologic properties, current contaminant concentration trends, and those modifications deemed necessary to accelerate site closure in the most cost-effective manner.
- Addressing all requirements of Tasks 1 and 2, including well-explained responses to the key elements of each task.

While the Technical Contact will assist ICFI, PAUSTIF, and the Solicitor in evaluating the bid responses, it is up to the Solicitor to select his consultant from those bid responses deemed acceptable to PAUSTIF as reasonable, necessary, and appropriate. The Technical Contact will assist the Solicitor in communicating its choice of the successful bidder, which is anticipated to occur within six (6) weeks after receiving the bid responses.

#### 1. ICFI, SOLICITOR, AND TECHNICAL CONTACT INFORMATION

| ICF International   | Solicitor   | Technical Contact  |
|---|---|--|
| Mr. Jerry Hawk<br>ICF International<br>4000 Vine Street<br>Middletown, PA 17057 | Mr. Dave Dodson<br>Sheetz, Inc.<br>5700 Sixth Avenue<br>Altoona, PA 16602 | Mr. Cheyne P. Gross, P.E.<br>Excalibur Group, LLC<br>369 Steeplechase Drive<br>Cranberry Twp, PA 16066<br><a href="mailto:cgross@excaliburgrpplc.com">cgross@excaliburgrpplc.com</a> |

**Please note that there is a single point of contact regarding this RFB Solicitation.** All questions regarding this RFB Solicitation and the site conditions must be directed **in written form only** to the Technical Contact and must be received no later than seven (7) calendar days

prior to the due date for the bid response. Bidders must neither contact nor discuss this RFB Solicitation with the Solicitor, PAUSTIF, or ICFI unless approved by the Technical Contact. This RFB Solicitation may be discussed with subcontractors and vendors to the extent required for preparing the bid response. If a bidder has specific questions it wishes to discuss with the PADEP, these questions should be provided to the Technical Contact who will forward them to the PADEP, but the PADEP may choose not to reply to any questions it receives.

Please note that unless a question can be successfully demonstrated to be proprietary in nature, all questions and responses submitted before, at, and after the pre-bid site visit will be shared with all bidders on a non-attributable basis. Therefore, a bidder shall specify any question it regards as proprietary upon submitting this question to the Technical Contact. If said question(s) is (are) determined to be proprietary, the response will be provided only to that bidder. Otherwise, if the Solicitor and the Technical Contact determine the question(s) is (are) not proprietary, the bidder will be given the option of withdrawing its question(s) before it is answered and the response distributed to all bidders.

## **2. GENERAL SITE BACKGROUND AND DESCRIPTION**

A summary of site background information is provided in this section. Bidders are directed to the accompanying electronic files for additional site background information (see Attachment 1 for a list of these documents).<sup>1</sup> The purpose of this section is to provide the bidders the necessary data to understand the past performance of the system from both a mechanical standpoint and also provide insight into the characteristics of the formation to understand the groundwater extraction capabilities. The system has underperformed from both a mechanical standpoint and also total groundwater extraction rate when operable. This RFB seeks to incentivize bidders to maximize groundwater extraction within the approved groundwater extraction boundary.

Included in the below summary is salient remedial system performance and monitoring information likely important to formulating a bid response.

The PADEP was notified of a reportable release at this site upon discovering a leaking pipe connection adjacent to the submersible turbine pump for the mid-grade gasoline system in November 2003. Site characterization activities were initiated in November 2003 and continued through June 2004. The Site Characterization Report (SCR) and the Remedial Action Plan (RAP) were submitted to the PADEP on July 1, 2004 and on August 1, 2004, respectively. Both documents were subsequently approved by the PADEP and can be found on the accompanying CD. Bidders should note that the RAP includes data from an enhanced fluid recovery pilot test. The RAP selected non-residential Statewide Health Standards (SHS) for soil, and used aquifer SHS for groundwater.

### **Key Excerpts from the SCR**

- The site is underlain by up to 33 feet of unconsolidated materials overlying weathered shale bedrock. The unconsolidated materials across the study area are comprised of mixtures of sand, clay and silt, with some thin laterally discontinuous sand lenses noted.

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<sup>1</sup> The best scanned-in version of each document available to the Technical Contact has been provided.

- Depth to water ranges from approximately 1 to 6 feet below grade.
- The observed hydraulic conductivities correlate to published ranges for silty sand or glacial till, similar to the geologic classification noted on the well logs (Freeze & Cherry, 1979).
- The benzene plume covers the northwestern portion of the site between the Sheetz store and the dispenser islands. The maximum concentrations in the plume are in the vicinity of MW4, MW-9 and MW-12, which roughly coincides with the benzene soil impact area and the presence of SPL in MW-12.
- The MTBE plume occupies approximately two-thirds of the Sheetz property and the southwestern corner of the McDonalds property along Mac Alley. The MTBE plume probably extends off-property beneath Mac Alley, but is not present in the monitoring wells on the adjacent McPherson property. The greatest magnitude of MTBE impact on the site extends roughly west to east surrounding MW-16, MW-9, MW-12, MW-3 and MW-11, where concentrations greater 2,000 ug/l are documented.
- No COCs have been detected in the three deeper aquifer monitoring wells MW-15D, MW22D and MW-23D. These aquifers appear to be hydraulically isolated from the overlying glacial aquifer by the presence of dense predominantly fine-grained layer of silt/clay.
- Underground utilities in the immediate vicinity of the property include natural gas, water, electric, sanitary sewer, and storm sewers. Exact utility depths at the property are unknown. Impacted soil was found to occur mostly between 4 and 15 feet below ground surface. Depth to groundwater at the site is approximately 1 to 6 feet below ground surface. Based on these data, underground utilities have the potential to influence groundwater flow and contaminant migration.
- The selected remedial standard for contaminated soil is the Act 2 Statewide Health Standard-Medium Specific Concentrations (MSCs) for a residential property in a used aquifer setting as listed for each COC in Chapter 250...
- The selected remedial standard for contaminated groundwater is the Act 2 Statewide Health Standard-MSCs for a used aquifer in a residential setting as listed for each COC in Chapter 250, Table 1. Attainment of the SHS will be demonstrated using a statistical analysis of consecutive quarterly post-remediation sampling as described in 25 PA Code § 250.70.
- Inhalation of indoor vapors from subsurface hydrocarbons in soil. Potential exposure pathways may include migration of vapors to subsurface utilities and buildings with slab-on-grade construction, such as the convenience store at this facility. Given the proximity of impacted soils to the store building Indoor Air Quality (IAQ) could be affected by vapor intrusion into the Sheetz store.

- IAQ screening through soil gas sampling will be required because groundwater is less than five feet below the store floor slab, which invalidates the soil screening values for protection of indoor air listed in Table 5 of the IAQ guidance. Sheetz intends to actively remediate soil and groundwater at this site.
- DPE technology is currently being evaluated through pilot testing. Remediation by this method, involves extraction of liquid and vapor phase hydrocarbons by means of a powerful vacuum pump producing a negative pressure in the subsurface. The negative pressure gradient would mitigate vapor intrusion into the store building during the active remediation phase of this

### **Key Excerpts from RAP**

- The groundwater discharge rate from MW-12 during the first 8-hour EFR test on June 11, 2004 was measured to be an average of approximately 82.04 feet<sup>3</sup>/day.
- The average hydraulic conductivity obtained from the slug tests was 0.831 ft/day, while the average K obtained from the pump test was 0.424 ft/day. The values differ by a factor of 2. Freeze and Cherry (1979) state that pumping tests are advantageous over other methods of obtaining K because it is derived from a large and representative aquifer volume.
- Induced formation vacuum from the EFR events conducted on MW-3 and MW-4. Maximum applied vacuum at the recovery wellheads ranged from 18 to 22 inches of mercury ("Hg). While extracting from MW-12, no vacuum was developed in any surrounding wells. During the EFR on MW-3, vacuum observed in MW-12 (3"H2O) only, located approximately 20 feet away.
- Airflow during EFR extraction events ranged from 7.34 to 10.91 standard cubic feet per minute (SCFM), with the greatest airflow observed from MW-12. These airflow values generally indicate low air permeability in the subsurface especially considering the high vacuum applied at the extraction wells.
- A Liquid Ring Pump (LRP) will be used as the vacuum source for the extraction process. Estimated vapor flow rate required for the proposed extraction system, based on extraction from 15 wells, is approximately 375-400 acfm while the LRP operates at an inlet vacuum of at least 15 inches of mercury ("Hg). This airflow rate will be adequate to entrain liquids from 15 recovery wells equipped with 3/4-inch drop tubes and convey them to the treatment system. This approach was applied effectively during the EFR interim remediation program.
- Each extraction point will each be constructed with a 2-inch DPE extraction line and a separate 1-inch recirculation airline plumbed to each point. Separate manifolds for extraction and re-circulation will be incorporated into the design so that extraction can be optimized. The main extraction manifold will be designed to allow for monitoring and control of individual extraction wells as well as for introduction of dilution air into the system blower. This will allow the operator to observe the effectiveness of individual wells and balance the airflow among wells. The recirculation line manifold will allow for

the introduction of air to individual wells, via the 1-inch recirculation lines, to insure adequate airflow for entrainment of fluids in the drop-tube.

- Based on an average groundwater recovery rate of 0.4 gpm (gallons per minute) per well during EFR events, a total liquid recovery rate of 6 gpm would be calculated from the system of 15 RWs. However, due to the brief duration of the EFR extraction events, equilibrium (steady state) conditions were not achieved. It is anticipated that long-term groundwater extraction rates, after the shallow aquifer is dewatered, could be less than 50% of the rates observed during EFR events.

#### Key Q4 2008 RAPR Excerpts

- January 2005: the remediation system was activated and regular operation and maintenance of the system began.
- Tank field dewatering events took place on October 12, 2005, November 15, 2005, February 6, 2006. Approximately 5,000 gallons were extracted during each event.
- November 2005, LRP was repaired and reinstalled.
- January 2006, Auto-dialer was installed and programmed (operational by February 2006).
- 2006, Quarterly groundwater monitoring & reporting; continued operation and maintenance of remediation system.
- 2007, Quarterly groundwater monitoring & reporting; continued operation and maintenance of remediation system. The Pennsylvania Department of Environmental Protection approved a sampling plan modification (removed MW-2, MW-5, MW-6, MW-7, MW-10, MW-15D, MW-20, MW-22D, MW23D) to reduce the number of wells sampled during quarterly events.
- 2008, Quarterly groundwater monitoring and reporting; continued operation and maintenance of remediation system. Wells MW-11, MW-14, MW-18, and RW-11 were removed from the sampling plan, as approved by the PADEP.

**Permits:** Water: PAG-5 General NPDES permit. #PAG058364

Vapor: Permit Exempt - RFD

**Sampling:** Water: Influent - Monthly for PAUST Unleaded,  
Midfluent - Monthly for PAUST Unleaded  
Effluent - Twice-Monthly for BTEX, MTBE, pH, and once per year for Oil & Grease, Dissolved Iron, and Total Suspended Solids.

Vapor: Influent - Monthly BTEX, MTBE, TPH C<sub>1</sub>-C<sub>4</sub>, TPH C<sub>5</sub>-C<sub>10</sub>  
Midfluent - Monthly BTEX, MTSE, TPH C<sub>1</sub>-C<sub>4</sub>, TPH C<sub>5</sub>-C<sub>10</sub>  
Effluent - Monthly STEX, MTSE, TPH C<sub>1</sub>-C<sub>4</sub>, TPH C<sub>5</sub>-C<sub>10</sub>

#### Key Remediation System Information

The MPX system has been operating since January 2005. As shown in Figure 1 at the end of the RFB, the system consists of 15 extraction wells that are each approximately 12 feet deep with 10 feet of well screen. Each MPX well is piped to a 45-Hp Dekker liquid ring pump (LRP),

although, as discussed below, not every well is or has been operating at any given time. The extracted groundwater is treated via filtration and carbon adsorption. The extracted vapors are treated using vapor-phase granular activated carbon. A system piping & instrumentation diagram and an equipment list are included on the accompanying CD.

The available MPX system data shows a significant variance between expected and actual system performance, particularly regarding groundwater yield. For example, based on data reported in the available quarterly Remedial Action Progress Reports (RAPRs), the MPX system has extracted and processed the following total volumes of water annually between 2005 and 2009 and in 2010 to date (extraction rates by well are not known):

- 124,685 gallons in 2005;
- 138,553 gallons in 2006;
- 112,454 gallons in 2007;
- 82,895 gallons in 2008;
- 95,158 gallons in 2009; and
- 26,546 gallons through the 1<sup>st</sup> quarter 2010.

Based on these data, the total system groundwater extraction rate has varied from a low of 0.16 gallons per minute (gpm) in 2008 to a high of 0.28 gpm during the 1<sup>st</sup> quarter of 2010. This contrasts with the expected sustained flow rate of 3 gpm referenced in the August 2004 RAP. Certainly, a significant fraction of the less-than-expected yield can be attributed to system downtime. However, since there has been no obvious decrease in yield since initial system operation, the gradual clogging of the filter packs and well screens appears not to be a factor. Therefore, based on the in-field flow measurements taken while the water table is drawn down to the invert elevation of the drop tube in the extraction wells, it is apparent that the formation has not yielded as much groundwater as originally anticipated.

As mentioned above, the high frequency and duration of system downtime has adversely affected groundwater recovery rates and may have limited remedial progress overall. For example, the site record indicates that sludge build up in the heat exchanger and the resulting contamination of the LRP oil has been a recurrent problem necessitating replacement of the heat exchanger every 1 to 1.5 years (this unit was last replaced in September of 2009). In October 2009, a sample of the LRP oil was analyzed and found to contain an excessive amount of less than 4 micron particles, which suggested water is carried past the air-water separator to contaminate the oil. The heat exchanger manufacturer has suggested several possible remedies such as: (i) adding 5-micron inlet filters to the suction side; (ii) changing out the oil more frequently, perhaps, even on a monthly basis; (iii) adding an inline spin-on oil filter, which may also require changing the filter out every day during the first week to clear out the contaminants and then fairly frequently thereafter to avoid reducing the flow of oil causing a high temperature shutdown; (iv) checking the drain on the knock out tank to ensure all liquid can drain easily; and (v) adding a free-standing bag filter on the suction side and changing the bags every week. A log of reported system down-times and explanations is provided as Attachment 1.

On 9/23/09, the current consultant of record measured the applied vacuums achieved at each extraction well via a return air pipeline connected directly to the well casing. It is important to note that due to the number of extraction wells and the varying permeability of each extraction

zone, that the extraction wells need to be throttled back to achieve flow among all the wells. Liquid flow is verified through dedicated clear PVC runs. It also important to note that the estimated percent open on each of the throttling valves is an approximation. In order to keep the vacuum high enough to extraction liquid from the less permeable extraction wells, the valves on the more permeable wells need to be throttled significantly back so the permeable wells to not dominate the flow. In reality, the wells with the lower permeability (i.e., RW-1, RW-2, and RW-3 could probably be opened more. The wells that are completely closed (i.e., "off") are closed because their respective zones do not require additional remediation based on the groundwater quality data. On that date, the measured applied vacuums by well using a Magnahelic gauge were as follows:

| Well  | Applied Vacuum (in inches w.c.) <sup>2</sup> | Estimated Percent Open <sup>C</sup> | Drop Tube Length (in ft below pitless) |
|-------|--|-------------------------------------|--|
| RW-1  | 189.7  | 10                                  | 6.29                                   |
| RW-2  | 182.9  | 10                                  | 6.49                                   |
| RW-3  | NM <sup>A</sup>                              | NM <sup>A</sup>                     | 6.07                                   |
| RW-4  | 20.0   | 10                                  | 5.82                                   |
| RW-5  | Off <sup>B</sup>                             | 0                                   | 8.25                                   |
| RW-6  | 32.0   | 10                                  | 6.79                                   |
| RW-7  | Off  | 0                                   | 8.29                                   |
| RW-8  | Off  | 0                                   | 9.08                                   |
| RW-9  | Off  | 0                                   | 10.00                                  |
| RW-10 | Off  | 0                                   | 11.52                                  |
| RW-11 | 94.0   | 10                                  | 11.46                                  |
| RW-12 | 47.4   | 10                                  | 11.46                                  |
| RW-13 | 101.6  | 10                                  | 11.46                                  |
| RW-14 | 189.7  | 10                                  | 11.75                                  |
| RW-15 | 16.0   | 5                                   | 10.33                                  |

- A. Not measured because of a broken tubing barb on the valve. Visual observation of the transparent piping indicates that vapor and water were being extracted.
- B. "Off" means the valve the extraction line is closed.
- C. "Estimated Percent Open" indicates the estimated position of the valve to the individual extraction wells

Finally, as part of the system evaluation conducted in September 2009, groundwater elevation data were collected shortly after system startup (on 9/18/09) and again after 5 days of operation (on 9/23/09) after the system had been shut down for some 4 to 6 weeks due to a fouled heat exchanger. As shown in the following table, these data suggest a steady-state condition was achieved after 5 days of sustained system operation. Also included are static groundwater elevations collected from a few select wells when the system was not in operation

| Well | Top of Casing Elevation | Measured Groundwater Elevation |                             |                             |
|------|-------------------------|--------------------------------|-----------------------------|-----------------------------|
|      |                         | 8/11/09<br>(system down)       | 9/18/09<br>(system running) | 9/23/09<br>(system running) |
| MW-1 | 1323.09                 | NM                             | 1315.12                     | 1315.17                     |

<sup>2</sup> The wellhead vacuum measurement was collected from the return piping at the equipment shed and should provide a reliable vacuum measurement of the extraction well head.

| Well  | Top of Casing Elevation | Measured Groundwater Elevation |                             |                             |
|-------|-------------------------|--------------------------------|-----------------------------|-----------------------------|
|       |                         | 8/11/09<br>(system down)       | 9/18/09<br>(system running) | 9/23/09<br>(system running) |
| MW-2  | 1329.85                 | 1323.50                        | NM                          | 1322.80                     |
| MW-3  | 1326.10                 | NM                             | 1321.85                     | 1321.50                     |
| MW-4  | 1327.24                 | 1321.62                        | NM                          | 1321.79                     |
| MW-5  | 1323.39                 | NM                             | 1317.16                     | 1316.79                     |
| MW-6  | 1326.94                 | 1319.80                        | NM                          | 1319.72                     |
| MW-9  | 1324.82                 | NM                             | NM                          | 1318.81                     |
| MW-10 | 1328.10                 | 1324.27                        | NM                          | 1322.27                     |
| MW-11 | 1326.28                 | NM                             | 1321.99                     | 1321.40                     |
| MW-13 | 1324.10                 | NM                             | NM                          | 1317.73                     |
| MW-14 | 1323.67                 | NM                             | 1316.18                     | 1314.82                     |
| MW-16 | 1325.18                 | 1318.32                        | NM                          | 1317.93                     |
| MW-18 | 1324.03                 | NM                             | NM                          | 1317.17                     |
| MW-19 | 1322.75                 | NM                             | 1317.73                     | 1317.50                     |
| RW-1  | 1322.82                 | NM                             | 1315.15                     | 1315.15                     |
| RW-2  | 1322.94                 | NM                             | 1315.85                     | 1315.85                     |
| RW-3  | 1323.21                 | NM                             | 1315.82                     | 1315.82                     |
| RW-4  | 1323.47                 | NM                             | 1315.92                     | 1315.92                     |
| RW-5  | 1323.69                 | NM                             | 1313.35                     | 1313.35                     |
| RW-6  | 1322.85                 | NM                             | 1314.48                     | 1314.48                     |
| RW-7  | 1323.76                 | NM                             | 1314.45                     | 1314.45                     |
| RW-8  | 1323.69                 | NM                             | 1312.56                     | 1312.56                     |
| RW-9  | 1325.18                 | NM                             | 1313.39                     | 1313.39                     |
| RW-10 | 1326.37                 | NM                             | 1312.48                     | 1312.48                     |
| RW-11 | 1327.72                 | NM                             | 1314.39                     | 1314.39                     |
| RW-12 | 1325.89                 | NM                             | 1312.59                     | 1312.59                     |
| RW-13 | 1326.08                 | NM                             | 1312.42                     | 1312.42                     |
| RW-14 | 1325.88                 | NM                             | 1311.44                     | 1311.44                     |
| RW-15 | 1326.53                 | NM                             | 1313.81                     | 1313.81                     |

NM = Not Measured.

The utility costs for the system include electrical power usage from Allegheny Power and phone charges from both Sprint and Embarq (now CenturyLink). A total of seven power bills were reviewed from the period of September 2007 through March 30, 2010. (Information regarding previous periods were also included on the bill and recaptured in this power usage evaluation.) The KWH usage ranged from 358 to 847 average KWH per day and the average daily cost ranged from \$26 to \$68.92 per day. KW demand ranged from 34.5 to 47.5 KW. The seven power bills are included in Attachment 1.

Embarq (i.e., CenturyLink) provided the local telephone service. The charge is approximately \$39 per month. The Sprint charges are related to the Sensaphone calling device and appear to average \$20 per month. Example bills are also provided as Attachment 1.

### 3. SCOPE OF WORK

The Solicitor seeks competitive, bids to complete the two (2) tasks outlined below over the contract period (2+ years). Task 1 is a dollar per gallon unit price bid that encompasses the combination of Remedial System Enhancements and two years of O&M beginning after any system improvements are completed. Task 2 is a fixed price bid for Quarterly Groundwater Monitoring and Reporting. To be deemed responsive, each bid must respond **in detail** to each of the SOW tasks, as well as describe and apply the bidder's conceptual site model interpretation as it pertains to conduct of the proposed SOW. In other words, bidders shall respond to the SOW as stated herein to enable as much of an "apples-to-apples" comparison of the bids as possible. Recommendations for changes to the SOW should be discussed and quantified separately. **Failure to bid the SOW as is my result in a bid not being considered at all.**

Subsequent to bid award, any modification of the selected consultant's SOW will require prior written approval by the Solicitor **and PAUSTIF** through its third-party administrator, and may require PADEP pre-approval. Bidders should also note that this SOW was provided to and reviewed by the PADEP-NWRO case manager.

It is expected that the selected consultant's approach to completing the SOW will be in accordance with generally accepted industry standards / practices and all applicable federal, state, and local rules, guidance, directives, and regulations including (but not limited to) satisfying the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, and meeting and demonstrating attainment of the standards established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program).

In addition to the SOW tasks specified below, the selected consultant shall also:

- Complete necessary, reasonable, and appropriate project planning and management activities until the SOW specified in the executed contract has been completed. Such activities would be expected to include client communications and updates, meetings, record keeping, subcontracting, personnel and subcontractor management, quality assurance/quality control, scheduling, and other activities (e.g., utility location, etc.). Project planning and management activities will also include preparing and implementing plans for Health and Safety, Waste Management, Field Sampling/Analysis, and/or other plans that may be required by regulations or that may be necessary and appropriate to complete the SOW, and shall also include activities related to establishing any necessary access agreements. Project management costs (including time for meetings and discussion with the PADEP and ICF) should be spread over the fixed-price quoted for both Task 1 and 2, as applicable.
- Be responsible for coordinating, managing and completing the proper management, characterization, handling, treatment, and/or disposal of all impacted soils, water, and derivative wastes generated during the implementation of this SOW in accordance with standard industry practices and applicable laws, regulations, guidance and Department directives. Waste

characterization and disposal documentation (e.g., manifests) shall be maintained and provided to the Solicitor upon request. Waste disposal costs shall be included in the dollar per gallon unit price for Tasks 1 and the fixed fee for Task 2, as applicable.

- Be responsible for providing the Solicitor with adequate advance notice prior to each visit to the property. The purpose of this notification is to coordinate with the Solicitor and property owner to ensure that appropriate areas of the property are accessible. Return visits to the site prompted by a failure to make the necessary logistical arrangements in advance will **not** constitute a change in the selected consultant's SOW or total project cost for Tasks 1 and 2.
- Be responsible for keeping all wells in good condition, with each well properly sealed and locked in-between each monitoring/sampling event. The selected consultant is responsible for repairing any seals or locks that become defective during the period of this contract at its expense; however, should a well become damaged or destroyed through no fault of the contractor, the Solicitor may request that the selected consultant repair or replace the well as an amendment to this SOW subject to the rate schedule provided in the selected consultant's bid response. Any request for Fund reimbursement of the reasonable costs to repair or replace a well will be considered on a case-by-case basis.

### **Task 1 – Remedial System Enhancements & O&M**

A dollar per gallon unit price bid shall be provided for this task that will be inclusive of all remedial system enhancement and O&M costs for the contract period. In order to derive its dollar per gallon bid, bidders will need to estimate (a) the cost of capital improvements to focus the remedial system and improve efficiency; (b) the cost for O&M over two years; and (c) the volume of groundwater bidder believes it can extract and treat over 2 years (24 months). The per gallon unit price bid will be generally based on the bidder's ratio of (a + b)/c.

Bidders shall fully describe the enhancements they will make to the MPX system to increasing groundwater extraction rates from the remaining impacted site area. Proposed improvements shall be inclusive of design, permitting, reporting (e.g., revised RAP, if necessary), component purchase, installation, and start-up testing and trouble-shooting activities to initiate system operation.

To ease cash flow considerations, the successful bidder will be paid for system improvement costs upon satisfactory completion of the work and the invoicing / payment process. However, since the improvement costs are to be rolled into the dollar per gallon unit price fee, the paid improvement costs will be deducted from the O&M invoices for groundwater extracted and treated each month. Deductions for the upfront improvements will be made to the O&M invoices in equal installments over the 24-month system O&M period. For example, if \$30,000 is spent for system improvements, then 1/24 of \$30,000 or \$1,250 would be deducted from each of the 24 monthly O&M invoices. In other words, if in a given monthly O&M invoice is 9,000 gal x \$0.60 / gal = \$5,400, the payment made that month would be \$5,400 minus \$1,250 = \$4,150.

Again, each bidder is free to propose any system enhancements it believes would improve the focus and performance of the existing system. These enhancements might entail changes to only the below-grade infrastructure (e.g., more extraction wells), only to the above-grade infrastructure (e.g., replacing the high-vacuum LRP with more reliable equipment), or changes to both the below-grade and above-grade infrastructure. For example, if a bidder possesses a mobile total phase-extraction extraction system with known reliability, this bidder could propose to employ this system in lieu of (i.e., bypassing) the existing system. While, initially, this option might not appear to provide any cost savings, improving the reliability of the system may provide enough confidence in the ability to improve extraction rates over a two-year period.

In formulating a bid response, bidders need to be aware that there are boundaries on what can be proposed as a system enhancement to improve groundwater extraction rates. Figure 1 at the end of the RFB depicts the approximate “footprint” of the site area from which groundwater extraction is to be focused. Consequently, any extraction point that is currently located or that might be placed *outside* of this area is ***not*** eligible for use in improving extraction rates. **In other words, only wells that are currently inside or that are placed inside this “footprint” will factor into the gallons of water extracted to which the per gallon fee will apply.** Therefore, based on the latest monitoring data, nine of the 15 existing recovery wells (RW3, RW4, RW6, RW7, RW8, RW9, RW10, RW11, and RW15) will need to be isolated from the system with piping appropriately disconnected and capped. In addition, no new extraction well may be installed beyond 15 ft-bgs and no point-of-compliance monitoring wells may be used for extracting groundwater.<sup>3</sup>

Moreover, responsive bidders shall not change the basic approach of the approved RAP. For example, because vapor intrusion has been a past concern, vapor extraction must be retained as a component of the remediation system. Therefore, bidder’s proposals must not deviate from ongoing vacuum-assisted extraction of groundwater *and* soil vapor. Of course, any existing or new extraction trench or other engineered extraction feature must always be sealed to prevent surface water infiltration. The successful bidder will ***not*** be compensated for the extraction and treatment of surface water runoff entering the extraction system.

In addition, to receive a monthly O&M payment (based on the per gallon fee), the selected bidder must be able to demonstrate that it extracted at least 3,000 gallons (roughly equivalent to historical extraction rates, but accounting for reduced number of extraction wells) from the target area during the month. Extraction / treatment rates below 3,000 gallons per month will place the selected bidder “on probation” and will necessitate specific actions to resolve and correct the problem. Three consecutive months of probation may result in unilateral contract termination by Solicitor.

Finally, compensation at the bid dollar per gallon unit rate will be capped at 15,000 gallons per month. Therefore, even if the improved system is successful in increasing recovery rates from the contaminated area in any given month beyond 15,000 gallons, the monthly compensation will be based on the 15,000-gallon cap.

Should the proposed focus and enhancements of the system necessitate PADEP review of a Revised RAP (RRAP), the bidder must specify generating a RRAP of sufficient quality and

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<sup>3</sup> The likely POC wells will be MW-1, MW-8, MW-14, MW-15D, MW-17, MW-19, MW-23D, MW-24, and MW-25.

content to reasonably expect PADEP approval. The bidder's project schedule for this subtask shall provide three (3) weeks for Solicitor and PAUSTIF review of the draft RRAP in advance of the due date. The final RRAP shall address comments received from the Solicitor and PAUSTIF on the draft report before it is submitted to the PADEP for its review.

The RRAP shall document, describe, and evaluate all findings and incorporate information and data from the previous site documentation as the selected consultant deems appropriate. The document shall (as appropriate) also: (a) contain all necessary figures, tabulated data, and appendices; (b) reference the selected remedial goal for soil and groundwater; (c) discuss the recommended site closure strategy and its viability for achieving the remedial goal within a reasonable time frame; (d) identify the proposed point-of-compliance monitoring wells; and (e) present a detailed schedule for implementing the amended remedial approach. The document shall also include at least conceptual design details for the proposed remedial system enhancements, the installation schedule, details of the compliance-related sampling program, and a system O&M details and schedule. The RRAP shall be signed and sealed by a Professional Geologist **and** a Professional Engineer registered in the Commonwealth of Pennsylvania.

Once the remediation system improvements have been completed and are operational, the 24-month O&M period will commence. Again, in addition to capturing costs associated with purchase and installation of any proposed system enhancements (see above), the bidder's quoted fixed unit price per gallon of groundwater extracted, treated, and discharged shall capture **all** system O&M-related costs. The latter costs shall include all labor, utility (i.e., power) and telephone costs, carbon change-out and other waste management costs, all system operation-related and compliance-related analytical costs, permit-related reporting (ongoing quarterly monitoring, sampling, and reporting is excluded as it is covered under Task 2), other direct costs (including travel), subcontractor costs plus equipment repair and replacement activities. The assumed frequency of O&M site visits should meet permit and other regulatory requirements, but is otherwise at the discretion of the bidder with the understanding that maximizing groundwater extraction rates is the primary objective.

Payment of the per-gallon fee will be based on the monthly volume of groundwater measured by a permanently tagged totalizing flow meter<sup>4</sup> that, at a minimum, will be inspected by PAUSTIF representatives when the selected consultant begins system operations. The invoice submitted for payment based on the fixed per-gallon fee must be accompanied by date-stamped photographs of the flow meter reading taken monthly. Each photograph must also clearly display the numbered adhesive label or sealed tag of the flow meter in its entirety for verification. Should the labeled or tagged totalizing flow meter become clogged or require replacement, payment will be extrapolated based on the average extraction rate for the previous period and adjusted to account for downtime, if applicable. The successful bidder will be responsible for the cost of providing a new totalizer to which a new unique identification label or sealed tag shall be affixed. The selected consultant can expect there will be periodic spot inspections of the remedial system by USTIF and Sheetz (or their representatives) to verify compliance with the RFB and contract provisions.

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<sup>4</sup> The flow meter must be tagged with a destructible adhesive label or similar tag containing a unique identification number such as those available at [www.securitylabels.com](http://www.securitylabels.com).

Proposed system O&M activities over the 2-year period must include all reasonable, necessary, and appropriate activities necessary to (1) demonstrate compliance with all applicable permits; (2) maintain system equipment warranties (if any); (3) adequately document system performance; and (4) sustain the bidder's targeted increased groundwater extraction rate from the impacted area.

Bidders are advised that the current consultant of record has incurred typical industry annual system O&M costs in operating the present system configuration and achieving the groundwater extraction rates. Bidders are also urged to review the 2<sup>nd</sup> Quarter 2010 RAPR (included on the accompanying CD) for more information regarding the O&M history of the current system. Additional questions can also be addressed during or after the mandatory pre-bid site visit.

Bidders may also notice that recent RAPRs depict (but do not explain) a noticeable but short-lived increase in vapor-phase hydrocarbon recovery at this site (see below table), especially after January 2010, but even as early as the first months of 2009. The RAPRs do not reveal that investigations by the consultant and Sheetz subsequent to these increases found the USTs system had vapor integrity issues. Because the noticeable increase in vapor-phase hydrocarbon mass and recovery rates are not consistent with the low levels of dissolved site contamination and because they dropped back to historical and expected levels after making repairs to the USTs to make them vapor tight, the abnormal and unexpected past increases are believed to have been due to fresh gasoline vapor losses (e.g., butane and isobutene) from the existing UST systems. A description of the identified UST integrity issues and vapor loss pathways can be found in the June 2010 *Environmental Leak Assessment Report* included among the accompanying electronic files. This report concludes there was no new release of liquid petroleum product (e.g., there was no sustained increase in dissolved-phase concentrations during this period) nor increased volatilization of the historical gasoline release that is the subject of this claim. Therefore, bidders can reasonably assume that there will not be further significant vapor releases that might otherwise constitute an ongoing concern for added remediation system O&M costs.

| <b>INFLUENT<br/>SAMPLE<br/>DATE</b> | <b>TOTAL<br/>C1 - C4<br/>(ppmv)</b> | <b>TOTAL<br/>C5 - C10<br/>(ppmv)</b> | <b>BENZENE<br/>(ppmv)</b> | <b>TOLUENE<br/>(ppmv)</b> | <b>ETHYL<br/>BENZENE<br/>(ppmv)</b> | <b>TOTAL<br/>XYLENES<br/>(ppmv)</b> | <b>MTBE<br/>(ppmv)</b> |
|-------------------------------------|-------------------------------------|--------------------------------------|---------------------------|---------------------------|-------------------------------------|-------------------------------------|------------------------|
| 1/10/2008                           | 7.06                                | 0.36                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 2/27/2008                           | 11.05                               | 2.25                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 3/7/2008                            | 6.13                                | 0.24                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 4/28/2008                           | 75.16                               | 96.38                                | 0.58                      | 2.58                      | 0.09                                | 3.52                                | ND<br>(0.7)            |
| 5/28/2008                           | 3.57                                | 0.19                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 7/18/2008                           | 37.83                               | 19.95                                | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |

| <b>INFLUENT<br/>SAMPLE<br/>DATE</b> | <b>TOTAL<br/>C1 - C4<br/>(ppmv)</b> | <b>TOTAL<br/>C5 - C10<br/>(ppmv)</b> | <b>BENZENE<br/>(ppmv)</b> | <b>TOLUENE<br/>(ppmv)</b> | <b>ETHYL<br/>BENZENE<br/>(ppmv)</b> | <b>TOTAL<br/>XYLENES<br/>(ppmv)</b> | <b>MTBE<br/>(ppmv)</b> |
|-------------------------------------|-------------------------------------|--------------------------------------|---------------------------|---------------------------|-------------------------------------|-------------------------------------|------------------------|
| 8/13/2008                           | 35.07                               | 67.68                                | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 9/10/2008                           | 9.77                                | 8.93                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 1/5/2009                            | 2,045.17                            | 337.04                               | 1.16                      | 0.08                      | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 2/24/2009                           | 273.28                              | 37.27                                | 0.054                     | 0.024                     | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 4/14/2009                           | 238.72                              | 29.86                                | 0.48                      | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 5/26/2009                           | 282.98                              | 24.55                                | 0.08                      | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 6/1/2009                            | 170.80                              | 111.99                               | 0.19                      | 1.16                      | ND (0.7)                            | 0.10                                | ND<br>(0.7)            |
| 7/14/2009                           | 246.24                              | 427.05                               | ND (0.7)                  | 0.10                      | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 10/27/2009                          | 2,022.92                            | 408.32                               | 0.13                      | 0.54                      | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 12/31/2009                          | 892.55                              | 0.18                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 1/27/2010                           | 1,600.33                            | 248.80                               | 3.76                      | 3.92                      | ND (0.7)                            | 0.20                                | ND<br>(0.7)            |
| 3/24/2010                           | 19,509.89                           | 1,746.89                             | 3.44                      | 1.12                      | ND (0.7)                            | 0.25                                | ND<br>(0.7)            |
| 4/20/2010                           | 986.49                              | 134.17                               | 0.42                      | 0.56                      | ND (0.7)                            | 0.19                                | ND<br>(0.7)            |
| 5/25/2010                           | 0.87                                | 0.68                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 6/9/2010                            | 0.09                                | 0.15                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |
| 7/15/2010                           | 0.16                                | 1.12                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | 0.21                                | ND<br>(0.7)            |
| 8/4/2010                            | 3.91                                | 0.51                                 | ND (0.7)                  | ND (0.7)                  | ND (0.7)                            | ND (0.14)                           | ND<br>(0.7)            |

**Task 2– Quarterly Groundwater Monitoring, Sampling, and Reporting (fixed quarterly price)**

A fixed price shall be bid for quarterly groundwater monitoring, sampling, and reporting during the contract period (9 events). Based on the most recent RAPR, groundwater sampling and analysis is currently being performed on a quarterly basis utilizing the following site wells: MW-1, MW-3, MW-4, MW-8, MW-9, MW-11, MW-13, MW-16, MW-17, MW-19, MW-24, MW-25, RW-1, RW-2, RW-3, RW-7, RW-8, RW-9, RW-10, RW-11, RW-12, RW-13, RW-14, and RW-15. However, subject to PADEP approval, bidders shall assume sampling only

seventeen (17) site wells based on a proposal to eliminate RW-3, RW-7, RW-8, RW-9, and RW-10 from the sampling program.

During each quarterly sampling event, the depth to groundwater and any potential separate-phase hydrocarbons (SPH) shall be gauged prior to purging any of the wells for sampling. Groundwater level measurements obtained from the monitoring wells during each event shall be converted to groundwater elevations for assessing groundwater flow direction and hydraulic gradient.

Each of the wells designated for sample collection shall be purged and sampled in accordance with the PADEP Groundwater Monitoring Guidance Manual and standard industry practices. Although the presence of SPH is not expected based on historical site information, any well exhibiting more than a sheen of SPH shall not be purged and sampled. Bidders shall manage equipment decontamination fluids and groundwater generated by the well purging and sampling activities in accordance with standard industry practices and applicable laws, regulations, guidance, and PADEP directives.

Groundwater samples shall be analyzed for the pre-March 2008 short-list of unleaded gasoline UST parameters (i.e., excluding trimethylbenzenes) by a PADEP-accredited laboratory<sup>5</sup> using appropriate analytical methods and detection levels. Appropriate QA/QC samples shall also be collected during each event and analyzed for the same parameters.<sup>6</sup>

Groundwater samples shall be analyzed for the pre-March 2008 short-list of unleaded gasoline UST parameters (i.e., excluding trimethylbenzenes) by a PADEP-accredited laboratory<sup>7</sup> using appropriate analytical methods and detection levels. Appropriate QA/QC sampling and analyses shall also be performed consistent with the PADEP-approved RAP (or RRAP). These data shall be used in conjunction with the remedial system O&M data to evaluate the performance and effectiveness of the remediation program and system. A groundwater database shall be maintained (in Excel format) that summarizes the historical groundwater monitoring and analytical data associated with each well. Pre- and post-remediation contaminant trends shall be evaluated for each well. The successful consultant shall provide the Solicitor with a copy of the groundwater database upon request.

The quoted fixed price for this task shall include preparing quarterly RAPRs for submittal to the PADEP. Each RAPR shall provide the data generated during the reporting period and shall show progress to date toward attainment of the remediation standard(s) indicated in the PADEP-approved RAP (or RRAP). Each RAPR shall be complete and concisely organized and shall contain the following elements:

- A summary of site operations and remedial progress made during the reporting

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<sup>5</sup> Although bidders are free to select and subcontract with any PADEP-accredited analytical services laboratory, bidders are advised that the Solicitor has historically obtained favorable analytical laboratory services rates with Fairway Laboratories in Altoona, PA.

<sup>6</sup> Each bidder's approach to implementing Task 3 shall clearly identify the number of sampling events, number of wells/samples per event, well purging and sampling method(s), QA/QC measures, analytes, and other key assumptions affecting the bid price.

<sup>7</sup> Although bidders are free to select and subcontract with any PADEP-accredited analytical services laboratory, bidders are advised that the Solicitor has historically obtained favorable analytical laboratory services rates with Fairway Laboratories in Altoona, PA.

period, including contaminant mass recovery estimates in groundwater and soil vapor, and that addresses whether or not the degree of remedial progress is reasonably “on track” to achieve the estimated life-cycle and cost-effective site closure.

- Tabulated data collected from the monitored wells documenting the depth to groundwater and thickness of any free product encountered.
- At least one groundwater elevation contour map depicting groundwater flow direction.
- Tabulated historical quantitative groundwater analytical results including results from the current quarter.
- Current quarter laboratory analytical report(s).
- One site-wide isoconcentration contour map for each compound detected in any one well above the SHS during the quarter.<sup>8</sup>
- For each well that has exhibited an SHS exceedance during the reporting period, a graphical depiction of historical key contaminant concentrations and groundwater elevations to provide an assessment of correlations between fluctuating water levels / precipitation events and contaminant concentrations. This assessment should specifically address whether or not observed dissolved-phase constituent concentration fluctuations may be related to changing hydrogeologic conditions or whether these fluctuations may be potentially indicative of changed conditions requiring further investigation and/or a possible change in the site closure strategy.
- For each well exceeding SHS, a graphical depiction of recent key contaminant concentration trends. Each quarter, contaminant concentration trendlines shall be calculated using the previous two-years of analytical data (or data collected after the active remediation has been initiated) to be plotted on an x-y scatter plot with a semi-logarithmic scale. The exponential trendlines shall be projected forward in time to assess the pace of remediation towards attainment of the selected remediation standard(s).
- Discussion of the data to offer an updated assessment whether these data are consistent with a stable, shrinking, or expanding plume and, therefore, whether or not the plume appears to be responding to the remedial action in a manner suggestive of a timely and cost-effective site closure. Evaluation of system performance including contaminant mass recovery quantification and system optimizations performed.
- Operational time shall be logged by both system instrumentation and field

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<sup>8</sup> All figures included in each RAPR (e.g., site plan, groundwater elevation maps, dissolved plume maps, etc.) shall be available in electronic format to the Solicitor upon request.

measurements and reported in the RAPRs.

- Documentation of compliance monitoring.
- Treatment and disposal documentation for waste generated during the reporting period.
- The O&M site visit checklists.
- Documentation of compliance with applicable Federal, State, and local permits..

Each RAPR shall be signed and sealed by a Professional Engineer or Professional Geologist registered in the Commonwealth of Pennsylvania.

#### 4. TYPE OF CONTRACT / PRICING

The Solicitor wishes to execute a mutually agreeable firm Fixed Price Agreement (see Attachment 2) **and** its standard Master Services Agreement (see Attachment 3) for the SOW addressed by Tasks 1, and 2.<sup>9</sup> Although the Fund will not be a party to either agreement, the Fund will facilitate the process of getting the Fixed Price Agreement in place.

As noted earlier, **a bidder's response to this RFB Solicitation Package means it has accepted all terms in both agreements unless explicitly stated to the contrary in the bid response.** Therefore, any requested changes to these agreements must be specified in the bid response. Please note that these changes will need to be reviewed and agreed upon by both the Solicitor and the PAUSTIF.

For Task 1, bidders are to provide a single dollar per gallon unit price bid plus cost details for the proposed upfront remedial system enhancement work. With respect to the upfront remedial system enhancement work discussed under Task 1 and for all of Task 2, each bid is to identify unit cost rates for labor, other direct costs, and equipment, as well as proposed mark-ups on other direct costs and subcontracted services. The by-task and by-subtask quotes are to be entered into the Cost Tabulation Spreadsheet / Standardized Bid Format included as Table 1 in Attachment 4 to this RFB. Please note that **the total fixed-price bid must include all costs, including those cost items that the bidder may regard as "variable," i.e., variable cost items will not be handled outside of the Total Fixed Price quoted for the SOW.** Finally, please note that referencing extremely narrow or unreasonable assumptions, special conditions, and exemptions may make the bid response too difficult to evaluate and may result in the bid response being deemed "unresponsive."

**Payment Milestones:** Table 1 below illustrates the approximate timing expected for completion of respective milestone tasks and milestone payouts. Actual milestone payments will occur only after successful and documented completion of the work defined for each milestone. Payment milestones under the Fixed Price Agreement shall be broken out as follows:

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<sup>9</sup> The selected consultant will be provided an electronic copy of the sample contract in Word format to allow contract-specific information to be added.

- Milestone A1 – Implementation of Remedial System Improvements (Task 1)
- Milestone B1 through B24 - Monthly Operation and Maintenance of Remedial System (Task 1)
- Milestones C1 through C9 – Groundwater Monitoring and Reporting (Task 2).

In addition, the monthly deductions for capital improvement expenditures must be specified clearly in Exhibits B and C of the Fixed Price Agreement. Also, Exhibits B and C of the Fixed Price Agreement shall include payment considerations for the minimum and maximum monthly pumping volumes, as stated above.

**TABLE 1 – SAMPLE MILESTONE COMPLETION / PAYMENT SCHEDULE**

| Estimated Milestone Timing Month After Contract Award | SOW Activities Anticipated / Completed for that Month                               | Milestone <sup>10</sup> |
|---|---|-------------------------|
| 2   | Remedial System Upgrade, Groundwater Monitoring and Reporting.                      | A1, C1                  |
| 3   | Operation and Maintenance of Remedial System  | B1                      |
| 4   | Operation and Maintenance of Remedial System  | B2                      |
| 5   | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting. | B3, C2                  |
| 6   | Operation and Maintenance of Remedial System  | B4                      |
| 7   | Operation and Maintenance of Remedial System  | B5                      |
| 8   | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting. | B6, C3                  |
| 9   | Operation and Maintenance of Remedial System  | B7                      |
| 10  | Operation and Maintenance of Remedial System  | B8                      |
| 11  | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting  | B9, C4                  |
| 12  | Operation and Maintenance of Remedial System  | B10                     |
| 13  | Operation and Maintenance of Remedial System  | B11                     |
| 14  | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting  | B12, C5                 |
| 15  | Operation and Maintenance of Remedial System  | B13                     |
| 16  | Operation and Maintenance of Remedial System  | B14                     |

<sup>10</sup> Each bidder should modify this sample Milestone Completion / Payment Schedule for Tasks 1 and 2 to reflect its proposed task schedule, as long as the proposed schedule meets the deliverable deadlines specified in Section 3 of this RFB.

| Estimated Milestone Timing Month After Contract Award | SOW Activities Anticipated / Completed for that Month                              | Milestone <sup>10</sup> |
|---|--|-------------------------|
| 17  | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting | B15, C6                 |
| 18  | Operation and Maintenance of Remedial System                                       | B16                     |
| 19  | Operation and Maintenance of Remedial System                                       | B17                     |
| 20  | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting | B18, C7                 |
| 21  | Operation and Maintenance of Remedial System                                       | B19                     |
| 22  | Operation and Maintenance of Remedial System                                       | B20                     |
| 23  | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting | B21, C8                 |
| 24  | Operation and Maintenance of Remedial System                                       | B22                     |
| 25  | Operation and Maintenance of Remedial System                                       | B23                     |
| 26  | Operation and Maintenance of Remedial System, Groundwater Monitoring and Reporting | B24, C9                 |

Please note too that the selected consultant's work may be subject to ongoing review by the PAUSTIF or its representatives to assess whether the proposed and completed work and the associated costs are reasonable, necessary, and appropriate. In order to facilitate review and reimbursement of submitted invoices by PAUSTIF, project costs shall be invoiced following the task structure specified in the selected bidder's bid response.

Each bid response received is assumed to be good for a period of up to 120 days after its receipt unless noted otherwise by the bidder. The unit costs quoted in the bid will be assumed to be good for the duration of the period of performance.

**5. ADDITIONAL BID PACKAGE REQUIREMENTS**

Each submitted bid response must include the following:

- A reasonable demonstration that the bidder (i) understands the objectives of the project, (ii) offers a reasonable approach for achieving those objectives efficiently, and (iii) has reviewed the existing site information provided in or attached to this RFB Solicitation Package.
- Provide an answer to the following questions regarding the bidder's qualifications and experience:
  - How many Chapter 245/250 sites has your company closed (i.e.,

obtained a Release of Liability under Act 2) in Pennsylvania?

- How many Chapter 245/250 sites has your company or the proposed PA-licensed Professional Geologist (P.G.) and Professional Engineer (P.E.) closed (i.e., obtained a Release of Liability from the PADEP) under either the SHS and/or the Site Specific Standard? [NOTE: *The Solicitor requires the work described herein to be completed under the responsible care and directly supervised by a P.G. and P.E. consistent with applicable regulations and licensing standards.*]
  - Whether or not there were circumstances consistent with the cancellation provision of a signed agreement, has your firm ever terminated work under a fixed-price or pay-for-performance contract before attaining all of the project objectives and milestones? If yes, please list and explain the circumstances of each such occurrence.
- A complete firm fixed unit-price cost bid for Tasks 1 and 2 by completing the bid cost tabulation spreadsheet provided in Attachment 3 (included among the accompanying electronic files) following the SOW task structure specified herein.
  - A description and discussion of all level-of-effort and costing assumptions.
  - Indicate whether the bidder accepts the proposed contract / terms and conditions (see Attachments 2 and 3) or has provided a list of requested changes to these agreements.
  - Provide a statement of applicable / pertinent qualifications, including the qualifications of any proposed subcontractors (relevant project descriptions are encouraged, but not mandatory).
  - Identify the proposed project team and provide resumes for the key project staff, including the proposed Professional Geologist and Professional Engineer of Record who will be responsible for endorsing work products prepared for PADEP review and approval.
  - Provide a task-by-task detailed description of the proposed technical approach. **If this task-by-task description fails to address a specific requirement of this RFB, it will be assumed that the bidder has accepted and will satisfy all SOW requirements stated herein for the Total Fixed Price quoted.**
  - Identify and sufficiently describe subcontractor involvement by task (if any).
  - Provide a detailed schedule complete with specific by-month dates for completing the proposed SOW, inclusive of reasonable assumptions regarding the timing and duration of client, PAUSTIF, and PADEP reviews needed to complete the SOW. Details on such items as proposed meetings and work product submittals shall also be reflected in the schedule of activities.

- Describe your approach to working with the PADEP from project inception to submittal of the RACR. Describe how the PADEP would be involved proactively in the resolution of technical issues and how the PADEP case team will be kept informed as to project status.
- Describe how the Solicitor and ICFI / PAUSTIF will be kept informed as to project progress and developments and how the Solicitor will be informed of, and participate in, evaluating potential alternatives / tradeoffs with regard to the SOW addressed by Tasks 1 and 2.

## 6. MANDATORY PRE-BID SITE VISIT

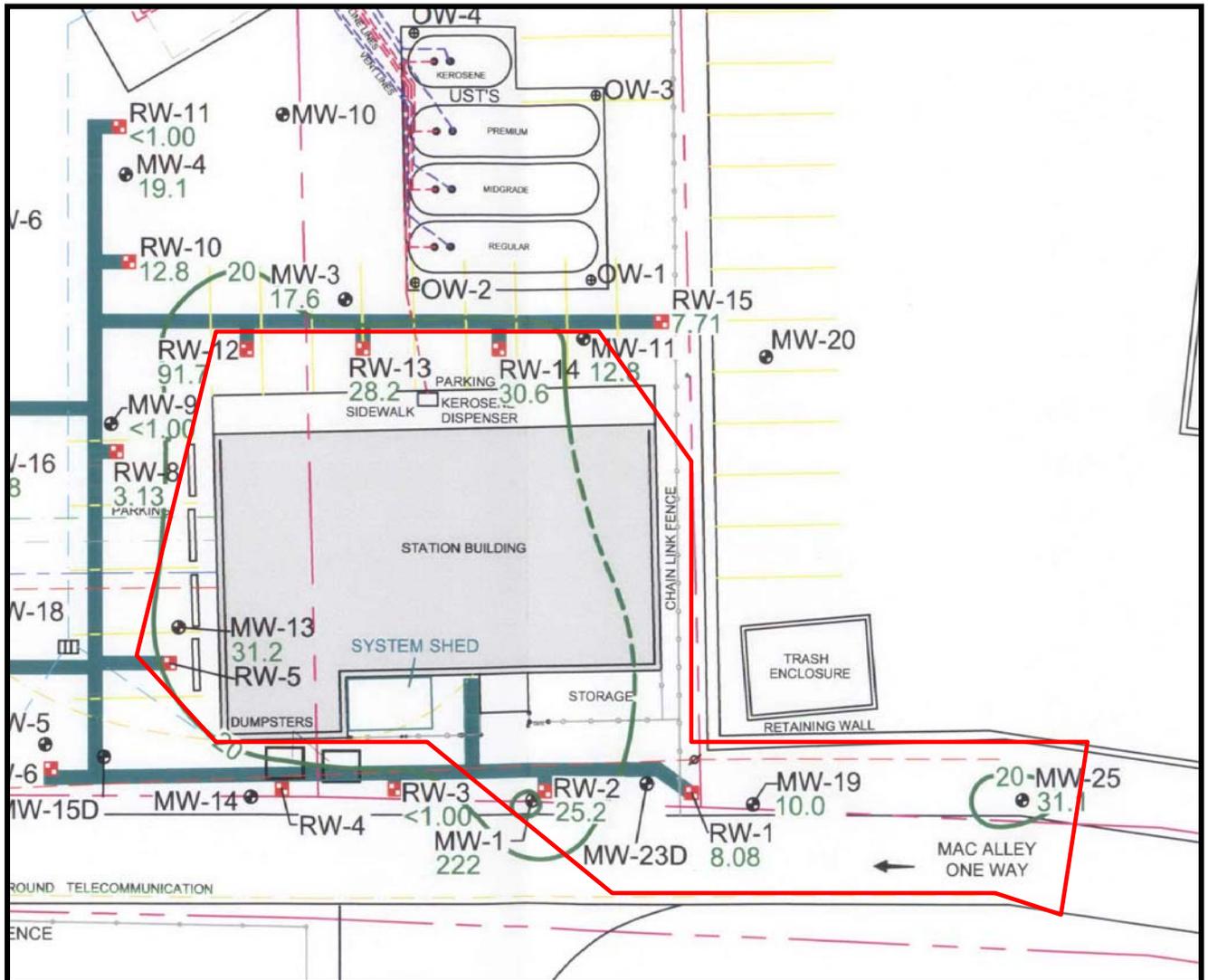
On **November 10, 2010**, the Technical Contact will conduct a **mandatory pre-bid site tour** for a limited number of participants per firm at this property **starting at 11:00 a.m.** Please inform the Technical Contact at least three (3) business days in advance of this date as to the number of participants attending from your firm. At the Solicitor's request no more than two participants per firm will be permitted. Again, **any firm that does not attend this mandatory pre-bid site tour will not be eligible to submit a bid response.**

Questions will be entertained as part of the pre-bid site tour and every attempt will be made to answer questions at that time. However, all questions and the responses provided will also be distributed to the attendees in writing after the pre-bid site tour, as will the answers to any non-proprietary questions submitted in writing after the pre-bid site tour has been concluded. Consequently, bidders are strongly encouraged to ask clarifying questions sufficient to minimize the number of assumptions, special conditions, and exemptions referenced in the submitted bid response.<sup>11</sup> Questions will be accepted up to seven (7) days before the bid response due date. Again, please note that referencing extremely narrow or unreasonable assumptions, special conditions, and exemptions in a bid response may make the bid response too difficult to evaluate and may result in the bid response being deemed "unresponsive."

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<sup>11</sup> The list of assumptions, special conditions, or exemptions will be discussed with the Solicitor. As part of that discussion, the PAUSTIF may advise the Solicitors that some or all of the assumptions, special conditions, or exemptions that are likely to generate change orders may be the financial responsibility of the Solicitor if the change order involves non-reimbursable activities.

Figure 1 – Groundwater Extraction Perimeter



## ATTACHMENT 1

### Relevant Project Documents

| <b><u>Filename:</u></b>               | <b><u>Document:</u></b>                                     |
|---------------------------------------|---|
| Sheetz_RAP_080602.pdf                 | Remedial Action Plan  |
| Sheetz_SCR_070104.pdf                 | Site Characterization Report                                |
| 75_RAPR_2Q10.pdf                      | Remedial Action Progress Report – 2 <sup>nd</sup> qtr, 2010 |
| Sheetz 75 Boring Logs.pdf             | Boring Logs   |
| Sheetz 75 RW Boring Logs-Diagrams.pdf | Recovery Well Logs and Construction Diagrams                |
| Sheetz 75 Photo Log.pdf               | Site Photos   |
| Sheetz 75 System Repair History.pdf   | System Shutdown and Repair History                          |
| Sheetz 75 Example Power Bills.pdf     | Allegheny Power Bills                                       |
| Sheetz 75 Example Telephone Bills.pdf | Embarq and Sprint Bills                                     |
| PurgForm Sheetz 75.pdf                | Groundwater Sampling Purge Form                             |
| Sheetz 75_OM_Form.pdf                 | Biweekly O&M Form   |
|                                       |   |
|                                       |   |

## **ATTACHMENT 2**

### **Fixed Price Agreement**

(This agreement has been provided in an electronic form that does not permit the user to modify it as only the selected consultant will need to complete the agreement. An electronic version of the agreement that will allow for tracking modifications to the agreement will be provided to the selected consultant at the appropriate time.)

SHEETZ, INC.  
SHEETZ #75  
304 SOUTH MAIN STREET, SLIPPERY ROCK, PA  
PADEP FACILITY ID #10-29479; PAUSTIF CLAIM #2003-0204(F)

This agreement (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_ 2010 by and between Sheetz, Inc. (“Client”), with a principal place of business at 5700 Sixth Avenue, Altoona, PA 16602 and \_\_\_\_\_ (“Consultant”), a \_\_\_\_\_ Corporation with its principal place of business at \_\_\_\_\_ (collectively, the “Parties”).

**RECITALS**

WHEREAS, the Pennsylvania Department of Environmental Protection (“PADEP”) has determined that corrective action of a petroleum release at a regulated underground storage tank (“UST”) at the Sheetz #75 site (the “Site”) located at 304 South Main Street in Slippery Rock, PA, is required (“Remediation”).

WHEREAS, the Parties understand that the Pennsylvania Underground Storage Tank Indemnification Fund (“Fund”) has also determined the Remediation is eligible for reimbursement.

WHEREAS, the Fund required the Client to solicit competitive bids for the scope of work described in Exhibit A to this Agreement (the Scope of Work).

WHEREAS, the Fund has advised the Client that the Consultant’s bid is acceptable to the Fund.

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 Parties understand that the Fund is obligated to dedicate funds for the payment of corrective action costs in connection with this Remediation Agreement, not to exceed the limit of eligible funding under Claim #2003-0204(F), 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 in accordance with this Agreement and in accordance with that certain Sheetz Master Services Agreement for Environmental Consultants and/or Contractors (“MSA”) by and between Client and Contractor. It is a material precondition to this Agreement that Consultant has executed, or will as of the effective date of this Agreement execute, an MSA with Sheetz.
- 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

SHEETZ, INC.  
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Prevention Act (P.L. 169 No. 32 35 P.S. §§6021.101-2104 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, meeting and demonstrating attainment of the Standard established under the Land Recycling and Environmental Remediation Standards Act (35 P.S. §§6026.101-909) and Pa. Code, Chapter 250 (Administration of Land Recycling Program) with such demonstration of attainment required only to the extent it may be achieved solely by the performance of the Scope of Work. The Scope of Work, attached as Exhibit A, will be completed consistent with the Site Characterization Report Addendum and Remedial Action Plan (SCRA/RAP) dated \_\_\_\_\_. Any significant modification to the Scope of Work will require approval of the Client and may require PADEP approval. Furthermore, the Parties understand that proposed modifications will also require the Fund's approval.

- c) Consultant shall perform the Scope of Work for a total fixed price ("TFP") of \$\_\_\_\_, subject to all other provisions of this Agreement and the MSA.
- d) Consultant shall attend periodic site meetings with the Fund and/or Client for site status updates. Consultant shall be provided with ten (10) days written notice of the meeting.

### **3. Responsibilities of Client**

- a. Client shall provide reasonable access for Consultant and its subcontractors, to the Site, for the purpose of performing the Scope of Work and shall make reasonable efforts to procure a right of access to lands owned by others, as necessary to enable Consultant and its subcontractors to complete the performance of the Scope of Work, all as more fully set forth in the MSA.
- b. Client shall reasonably cooperate with the Consultant to provide Consultant with information in Client's possession or reasonably available to Client, as necessary to enable Consultant to complete the Scope of Work.

### **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 and the MSA, or until two-and-a-half calendar years from the date first written above, whichever comes first.

### **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.

### **6. Fees and Payment**

- a. Consultant shall submit a payment request ("Payment Request") to the Client for approval using the form in Exhibit B, upon the completion of milestones as described in Exhibit C. The Client-approved payment request will then be submitted to the Fund for payment in accordance with Section 4 of the MSA.

SHEETZ, INC.  
SHEETZ #75  
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PADEP FACILITY ID #10-29479; PAUSTIF CLAIM #2003-0204(F)

- b. 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. Consultant shall include with its payment request form, all necessary documentation required by the Fund to effectuate Consultant's direct payment from the Fund and Client shall forward such information to the Fund;
  - ii. Should the Fund be temporarily suspended or permanently terminated, Client shall reimburse Consultant for any unpaid eligible Payment Requests within 90 days of notification by Consultant of such suspension or termination.
  - 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 within ten days of receipt of payment from the Fund.
  - iv. Notwithstanding any other provisions of this Agreement or the MSA, should Fund guidelines be substantially changed, either party may terminate this Agreement with or without cause upon a 30 day written notice in accordance with Section 8 of the MSA.

**7. Insurance**

Instead of the coverage limits required by Section 15.1 of the MSA, 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. Additional Measures.**

Not applicable.

## **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 Consultant.

## **10. Non-Performance by Remediation Contractor**

If Consultant fails to meet any specification of the Scope of Work as outlined in this Agreement, the Client shall notify Consultant by certified letter of the deficiency or deficiencies. In the event of such deficiency or deficiencies, the Client may void the Agreement. Consultant shall be notified by certified letter that the Agreement is void and if any outstanding invoices are payable upon review and approval by the Fund. Pricing used for final outstanding invoicing under this section shall be in accordance with the MSA, including without limitation, Section 8.2, Termination of a Work Order.

## **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 of the following events occur and, as the result of such event, Consultant has demonstrated that this New Condition has either materially and adversely affected Consultant’s ability to complete the Scope of Work and/or materially increased Consultant’s cost to complete the Scope of Work:
  - 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 at the Site and did not exist or was not identified in reporting the release that is the subject of this Agreement). Without limiting the definition, “New Contamination” includes:
    - a documented tank, line and/or dispenser failure, or surface spill, that materially and adversely affects soil, sediments, surface water and/or groundwater and that occurred either before or after the release that is the subject of this Agreement;
    - the discovery of unknown or abandoned underground storage tanks and/or lines and associated equipment that demonstrate that they have caused a release of regulated substances to the environment;
    - the detection of any dissolved regulated substances not previously detected at the Site; or
    - increases in dissolved regulated substance(s) greater than 100 times the maximum concentration of such regulated substance(s) measured during the two 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 is not part of the Scope of Work;

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- iii. Promulgation of new, or change in interpretation of existing, federal, state, or local law or regulation as evidenced by a written document;
  - 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;
  - vi. 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 the Client’s and the Fund’s review. Upon Client and Fund 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 or Client may terminate this Agreement in a manner consistent with the MSA. Upon termination of this Agreement all environmental remediation and monitoring equipment and material purchased solely for the execution of this Scope of Work shall remain on Site and in a 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 acts or omissions of Consultant in the performance of the Scopes of Work. This shall include, but not be limited to, late submittals or failure to submit, to the implementing governmental agency, of Remedial Action Progress Reports (RAPR), Discharge Monitoring Reports (DMR), building permits, and the like. Client shall indemnify and hold Consultant harmless from and against any Claims arising out of or related to the negligent acts or omissions, or violations of Law, of Client.

## **13. Closure**

Not Applicable.



SHEETZ, INC.  
SHEETZ #75  
304 SOUTH MAIN STREET, SLIPPERY ROCK, PA  
PADEP FACILITY ID #10-29479; PAUSTIF CLAIM #2003-0204(F)

For: Sheetz, Inc.:

For: Consultant:

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**DRAFT**

**EXHIBIT A  
SCOPE OF WORK**

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

**Location:** [Insert Facility Address]

**Goals:**

[Insert a contract-specific goal(s) statement, including references to the documented release and confirmed release date; the PADEP facility ID#; the selected cleanup standards; the PADEP-approved SCR and RAP; and whether the contract scope of work does or does not anticipate taking the site to closure]

**Strategy/Scope of Work:**

[Insert the Scope of Work summary with references to the Bid Response Document dated [insert Date] and the Request for Bid Document dated [insert Date of RFB Document]

**Site-Specific Assumptions:**

The Site-Specific Assumptions applicable to the Scope of Work are listed / described below as taken from the Bid Response Document dated [Insert Date] and the Request for Bid Document dated [Insert Date of RFB Document]:

- [Insert Site Specific Assumption(s) or Indicate “None”]

DRAFT

**EXHIBIT B**  
**SCHEDULE OF FIXED PRICES**

{INSERT SITE-SPECIFIC INFORMATION IN THE FOLLOWING TABLE, WHICH IS PROVIDED AS A GENERAL EXAMPLE ONLY}

| <b>ID</b> | <b>Milestones</b> | <b>Estimated Schedule to Complete</b> | <b>Amount (dollars \$)</b> |
|-----------|-------------------|---------------------------------------|----------------------------|
| A1        |                   | Project Quarter Q1                    | \$ _____                   |
| A2        |                   | Project Quarter Q2                    | \$ _____                   |
| B         |                   | Project Quarter Q1                    | \$ _____                   |
| C         |                   | Project Quarter Q2                    | \$ _____                   |
| D1        |                   | Project Quarter Q3                    | \$ _____                   |
| D2        |                   | Project Quarter Q4                    | \$ _____                   |
| D3        |                   | Project Quarter Q5                    | \$ _____                   |
| D4        |                   | Project Quarter Q6                    | \$ _____                   |
| E1        |                   | Project Quarter Q3                    | \$ _____                   |
| E2        |                   | Project Quarter Q3                    | \$ _____                   |
| E3        |                   | Project Quarter Q4                    | \$ _____                   |
| F         |                   | Project Quarter Q7                    | \$ _____                   |
| G1        |                   | Project Quarter Q7                    | \$ _____                   |
| G2        |                   | Project Quarter Q8                    | \$ _____                   |

**DRAFT**

| <b>ID</b>  | <b>Milestones</b> | <b>Estimated<br/>Schedule to<br/>Complete</b> | <b>Amount<br/>(dollars \$)</b> |
|--|-------------------|---|--------------------------------|
| H  |                   | Project<br>Quarter<br>Q7                      | \$ _____                       |
| I  |                   | Project<br>Quarter<br>Q8                      | \$ _____                       |
| <b>TOTAL CONTRACT CEILING FOR BASE SCOPE OF WORK</b> |                   |   | \$ _____                       |

**Additional Measures:**

[Delete the example paragraph below and replace with “Not Applicable” if Section 8 of the Agreement also contains the words “Not Applicable.” Otherwise, this paragraph must be completed, e.g., X additional quarters of attainment sampling will be conducted.]

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.

**DRAFT**

**EXHIBIT C  
PAYMENT REQUEST SCHEDULE**

{INSERT SITE-SPECIFIC INFORMATION IN THE FOLLOWING TABLE, WHICH IS PROVIDED AS A GENERAL EXAMPLE ONLY}

| <b>Milestone Identification</b> | <b>Supporting Documentation</b> | <b>Completion Date<br/>(Project<br/>Quarter)</b> | <b>Payment Request<br/>Amount (\$)</b> |
|---------------------------------|---------------------------------|--|--|
| A1                              |                                 |  | \$ _____                               |
| A2                              |                                 |  | \$ _____                               |
| B                               |                                 |  | \$ _____                               |
| C                               |                                 |  | \$ _____                               |
| D1                              |                                 |  | \$ _____                               |
| D2                              |                                 |  | \$ _____                               |
| D3                              |                                 |  | \$ _____                               |
| D4                              |                                 |  | \$ _____                               |
| E1                              |                                 |  | \$ _____                               |
| E2                              |                                 |  | \$ _____                               |
| E3                              |                                 |  | \$ _____                               |

**DRAFT**

| <b>Milestone Identification</b>                      |  | <b>Supporting Documentation</b> | <b>Completion Date<br/>(Project<br/>Quarter)</b> | <b>Payment Request<br/>Amount (\$)</b> |
|--|--|---------------------------------|--|--|
| F  |  |                                 |  | \$ _____                               |
| G1   |  |                                 |  | \$ _____                               |
| G2   |  |                                 |  | \$ _____                               |
| H  |  |                                 |  | \$ _____                               |
| I  |  |                                 |  | \$ _____                               |
| <b>TOTAL CONTRACT CEILING FOR BASE SCOPE OF WORK</b> |  |                                 |  | \$ _____                               |

**DRAFT**

**EXHIBIT D  
SUPPORTING DOCUMENTS**

**[INSERT LIST OF SUPPORTING DOCUMENTS PERTINENT TO THE SCOPE OF WORK, INCLUDING, BUT NOT NECESSARILY LIMITED TO THE SCR, AMENDED SCR (IF ANY) RAP, REVISED RAP (IF ANY), REQUEST FOR BID DOCUMENT, BID RESPONSE DOCUMENT, ETC.]**

## **ATTACHMENT 3**

### **Solicitor's Master Services Agreement**

(This agreement has been provided in an electronic form that does not permit the user to modify it as only the selected consultant will need to complete the agreement. An electronic version of the agreement that will allow for tracking modifications to the agreement will be provided to the selected consultant at the appropriate time.)



**MASTER SERVICES AGREEMENT FOR  
ENVIRONMENTAL CONSULTANTS AND/OR CONTRACTORS**

This Master Services Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 2010, (“Effective Date”) by and between SHEETZ, INC. (hereinafter “Sheetz”), a Pennsylvania corporation with offices at 5700 Sixth Avenue, Altoona, Pennsylvania and \_\_\_\_\_, (hereinafter, “Vendor”) a \_\_\_\_\_ corporation with offices at \_\_\_\_\_. In consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. SERVICES**

**1.1 General.** This Agreement establishes the terms and conditions under which Vendor will provide to Sheetz certain professional and/or contractor services (the “Services”) as more specifically described by one or more work orders in the form attached hereto as **Exhibit 1.1** (each, a “Work Order”, collectively, the “Work Orders”).

**1.2 Work Orders.** Each Work Order entered into by the parties shall have, as an attachment thereto, a proposal from Vendor (a “Proposal”), which Proposal shall: (i) clearly and succinctly describe the Services, including without limitation, the specific obligations to be discharged by Vendor, resources to be provided by Vendor and the assets to be leased or sold to Sheetz by Vendor under the Work Order; (ii) describe the specific Services under the Work Order that Vendor intends to subcontract to third parties, if any; (iii) describe any obligations of Sheetz related to the Work Order; (iv) specify the cost, on a task by task basis, of the Services to be performed by Vendor under the Work Order and the basis on which the amounts due shall be calculated under the Work Order (for example, “time and materials,” “lump sum” or “guaranteed fixed cost” or “pay for performance”); and (v) specify any other terms appropriate to the Services to be performed pursuant to the Work Order and the obligations of the parties thereunder, including without limitation, the implementation plan, timetable for the Services and the commencement date (the “Commencement Date”) for Services to be provided under the Work Order.

**1.3 Relationship of Agreement to Work Orders and Proposals.** A Work Order and its attached Proposal shall define a specific “Project”. All terms and conditions set forth in this Agreement shall apply to all Services provided under each Work Order and its attached Proposal. This Agreement shall supersede any provision in any Work Order and its attached Proposal to the extent a Work Order and/or its attached Proposal conflicts with this Agreement, unless, and only to the extent, the Work Order specifically references and amends the conflicting provision in this Agreement with respect to the Services to be provided under that Work Order. Work Orders are not effective until executed by an authorized representative of each party to this Agreement. The parties specifically agree that Vendor’s “standard terms and conditions,” “general terms and conditions” and/or any other documents of similar intent prepared by or on behalf of Vendor shall not apply to any Services provided under any Work Order executed pursuant to this Agreement, regardless of whether such Vendor forms are referenced in any Proposal attached to a Work Order executed pursuant to this Agreement.

**1.4 Change Requests.** A party desiring a modification of the Services or Work Order that would affect the scope, costs or functionality of the Services shall submit a change request form (“Change Request”) to the other party using the form set forth in **Exhibit 1.4**. The Change Request will set forth in reasonable detail the change requested and impact on cost, implementation timing, Commencement Date and Services. Neither party is obligated to proceed with any Service changes unless and until reflected in a Change Request that is mutually executed by the parties. The parties shall bear their own expenses associated with the negotiation of any Service changes or Change Request.

**1.5 Reformation of Work Orders.** The parties hereto recognize that often the scope of Services to be provided under a Work Order and Proposal are developed based on the then current understanding of site conditions and the applicable legal requirements and that site conditions can be different from those anticipated and/or legal requirements can change

during the term of the Work Order or the duration of the Services. Accordingly, in the event that Vendor reasonably determines during the course of performing the Services that an amendment or modification of the scope of Services in an open Work Order would be appropriate to (i) realize a reduction in either the time or cost necessary to complete a project objective, (ii) comply with changes to applicable legal requirements, or (iii) avoid performing Services that may no longer be appropriate based on changed circumstances, Vendor shall have an affirmative obligation to notify Sheetz and to negotiate in good faith to modify or amend the Work Order to achieve such time or cost efficiencies, comply with changes to applicable legal requirements or avoid unnecessary or ineffective Services.

By way of example only and not by way of limitation, if Vendor's scope of Services under a Work Order included completing a site characterization and preparing a remedial action plan and Vendor, in the course of performing the characterization, reasonably concludes that a remedial action plan is not necessary and it would be more cost effective and efficient to prepare a combined site characterization and remedial action completion report for submittal to the governmental authority having jurisdiction over the project, Vendor has an affirmative obligation to notify Sheetz and to negotiate in good faith to amend the Work Order.

By way of additional example and not by way of limitation, if Vendor's scope of Services in a Work Order includes pilot testing and installation of a non-aqueous phase layer (NAPL) recovery system and the pilot testing indicates that installation of the full scale system is not required or would not be effective based on the pilot test results, Vendor has an affirmative obligation to notify Sheetz and to negotiate in good faith to amend the Work Order.

**1.6 Fee Schedule.** A fee schedule is attached hereto as **Exhibit 1.6** (the "Fee Schedule"). The Fee Schedule shall apply to all Services performed under any Work Order executed pursuant to this Agreement except to the extent the Work Order specifically references and amends the Fee Schedule with respect to the Services to be provided under that Work Order.

**1.7 Fee Schedule Increases.** The Fee Schedule under this Agreement shall remain fixed for two (2) years from the Effective Date of this Agreement. Thereafter, the Vendor may request to negotiate a revised Fee Schedule with Sheetz. Any such request

to negotiate a revised Fee Schedule must be in writing and Vendor shall not request to revise the Fee Schedule more than once in any biennial period. Fee Schedule revisions must be approved in writing by Sheetz before they become effective.

## **2. RELATIONSHIP OF THE PARTIES**

**2.1 Independent Contractor.** Vendor shall be an independent contractor of Sheetz and have no power or authority to assume or create any obligation or responsibility on behalf of Sheetz. This Agreement shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the parties.

**2.2 Negotiations, Project Strategy.** Except as may be expressly agreed to in writing, Vendor shall have no authority to negotiate by or on behalf of Sheetz with any third party, any governmental authority or any Government Remediation Fund (as hereinafter defined). Sheetz shall retain the full rights and authority to determine Project goals and strategy, including without limitation, the selection of cleanup standards, remediation methods, the reliance on engineering or institutional controls to achieve the selected cleanup standards, and post-remedial care obligations. Vendor shall keep Sheetz fully informed as to the status of the Services and shall consult with Sheetz prior to responding to any request for information by any third party, any governmental authority or any Government Remediation Fund and shall not commit Sheetz to any course of action except with the express advance agreement in writing by Sheetz.

**2.3 Reports or other Documentary Submittals.** Except where prohibited by Applicable Laws, Vendor shall provide Sheetz with a complete final draft copy of any documents, reports, data compilations or correspondence ("Documentary Work Product") prepared by Vendor in connection with the Services for Sheetz' review and approval prior to submittal of any such Documentary Work Product to any governmental authority or Government Remediation Fund. Vendor shall consider Sheetz' comments and/or recommended changes to the Documentary Work Product in good faith and shall make such revisions to the Documentary Work Product as are reasonably requested by Sheetz provided, however, Vendor shall not be obligated to make any changes or revisions that it reasonably believes are inconsistent with

Vendor's professional obligations or Applicable Laws.

### 3. COMPENSATION.

**3.1 Invoices for Services.** From time to time, but no more frequently than monthly, or as otherwise set forth in the Work Order, Vendor shall prepare and submit to Sheetz a separate invoice for the Services that Vender properly provided under each Work Order during the invoice period and each invoice shall reflect the method of calculation of Vender's fees in accordance with the applicable Work Order.

**3.2 Invoice Disputes.** Sheetz may, upon having a good faith reasonable basis to do so, dispute invoiced amounts for billing errors, performance deficiencies or other breaches of this Agreement, and withhold the disputed amount (the "Disputed Fees") while the parties negotiate to resolve the dispute. Pending such dispute resolution, the parties shall continue to meet their other obligations under this Agreement. Payment of any Disputed Fees by Sheetz shall not waive any rights, claims or remedies it may have with respect to such Disputed Fees, performance deficiencies or other breaches of this Agreement.

**3.3 Fee Payment.** Unless otherwise provided in the applicable Work Order, or as otherwise provided in this Agreement, Vendor's invoices shall be due within thirty (30) days of receipt by Sheetz of said invoice. Except as otherwise provided in this Agreement and excluding Disputed Fees, Vendor shall be entitled to charge interest at the rate of one and one-half percent (1.5%) per month on the outstanding balance of an invoice that remains unpaid more than 30 days after Sheetz' receipt of said invoice.

### 4. GOVERNMENT REMEDIATION FUND

**4.1 Applicability.** In the event that all or a portion of the Services under a Work Order are eligible for reimbursement or direct payment under a Government Remediation Fund (as hereinafter defined), the provisions of this Section 3 shall apply to such Services.

#### 4.2 Definitions.

**4.2.1 Disallowed Services** – shall mean those Services and/or costs incurred under a Work Order that would have been Eligible Services in accordance

with the Fund Requirements for an applicable Government Remediation Fund but which were disallowed by the Government Remediation Fund due to a negligent act or omission of Vender or any of its subcontractors.

**4.2.2 Eligible Services** – shall mean those Services provided and/or costs incurred under a Work Order that are eligible for reimbursement and/or direct payment in accordance with the Fund Requirements for an applicable Government Remediation Fund.

**4.2.3 Fund Requirements** – shall mean any and all statutes, rules, regulations, administrative codes, policies, guidelines, administrative law adjudications and/or judicial decisions that refer or relate to the creation of a Government Remediation Fund, its implementation and/or its administration, including without limitation, its eligibility criteria, claims reporting and handling procedures, documentation requirements, reimbursement procedures, dispute resolution and appeal procedures.

**4.2.4 Government Remediation Fund** – shall mean any state or federal fund, trust fund or insurance program established by a governmental authority for the purpose of directly paying or reimbursing storage tank owners and/or operators for the costs to investigate and/or remediate a release or discharge from a storage tank system.

**4.2.5 Ineligible Services** – shall mean those Services provided and/or costs incurred under a Work Order that are not eligible for reimbursement and/or direct payment in accordance with the Fund Requirements for an applicable Government Remediation Fund, provided however, that Ineligible Services shall not include Disallowed Services.

**4.2.6 Prorated Claim** – shall mean a claim under a Government Remediation Fund where the administrator of the Government Remediation Fund has made a final determination to prorate benefits under the claim at less than 100% of the Eligible Services, exclusive of applicable deductibles.

**4.2.7 Proration %** - shall mean the percentage of prorated benefits under a Government Remediation Fund, exclusive of applicable deductibles, established by final determination of the administrator of the Government Remediation Fund with respect to a Prorated Claim.

**4.2.8 Shortfall** – shall mean those Services and/or costs incurred under a Work Order and are Eligible Services, but are otherwise denied for reimbursement at the discretion of the personnel acting on behalf of the Government Remediation Fund.

**4.3 Identification of Eligible and Ineligible Services.** Whenever Vendor submits a Proposal to Sheetz that includes Services or costs the Vendor reasonably believes are Eligible Services, Vendor shall clearly indicated in its Proposal which Services or costs it reasonably believes are Eligible Services and which Services or costs it reasonably believes are Ineligible Services.

**4.4 Compliance with Government Remediation Fund Requirements.** Vendor shall perform the Services under a Work Order in accordance, in all material respects, with all applicable Fund Requirements.

**4.5 Vendor Invoices for Eligible Services.**

**4.5.1** Whenever a Vendor's invoice for Services performed under a Work Order includes fees and/or expenses for Eligible Services, Vendor shall (i) include with the invoice all backup documentation, forms, certifications, signatures, and required information in accordance with the Fund Requirements for submittal of such invoice to the Government Remediation Fund for reimbursement and/or direct payment; and (ii) include a cover letter with the invoice which clearly indicates which Services or costs on the invoice it reasonably believes are attributable to Eligible Services and which Services or costs it reasonably believes are attributable to Ineligible Services.

**4.5.2** Whenever Sheetz receives a Vendor invoice for Services performed under a Work Order that includes fees and/or expenses for Eligible Services, Sheetz shall promptly review the invoice and, provided it has not identified any Disputed Fees on the invoice, forward the invoice to the Government Remediation Fund, or to Vendor's authorized agent, for direct payment to Vendor by the Government Remediation Fund.

**4.6 Payment of Invoices Subject to Government Remediation Fund.** With respect to a Vendor's invoice for Services performed under a Work Order that includes fees and/or expenses for Eligible Services, payment shall be as follows:

**4.6.1 Ineligible Services and Shortfall.** That portion of Vendor's invoice clearly identified as Ineligible Services, or later determined to be Shortfall, shall be due within thirty (30) days of receipt by Sheetz of said invoice or, in the case of Shortfall, within thirty (30) days from notice from Vendor to Sheetz. Vendor shall be entitled to charge interest at the rate of one and one-half percent (1.5%) per month on the outstanding balance, excluding Disputed Fees, of that portion of an invoice clearly identified as Ineligible Services that remains unpaid more than 30 days after Sheetz' receipt of said invoice.

**4.6.2 Eligible Services. Where Sheetz authorizes Vendor to receive direct payment from the Government Remediation Fund and executes all forms required,** Vendor agrees to look to the Government Remediation Fund for direct payment of that portion of a Vendor's invoice identified as attributable to Eligible Services. Vendor shall not be entitled to any interest on outstanding balances of that portion of a Vendor's invoice identified as attributable to Eligible Services. Notwithstanding the preceding, with respect to Eligible Services on a Prorated Claim, an amount equal to 100% minus the Proration % of that portion of the invoice identified as attributable to Eligible Services shall be due within thirty (30) days of receipt by Sheets of said invoice. By way of example only, where a Prorated Claim has a Proration % of 80%, 20% (100%-80%) of that portion of a Vendor's invoice attributable to Eligible Services would become due within 30 days of receipt of the invoice by Sheetz and the Vendor would look to the Government Remediation Fund for payment of the remaining 80% of the invoice attributable to Eligible Services. Should the Vendor not be paid by the Government Remediation Fund within one hundred-twenty (120) days from claim submittal, or the Government Remediation Fund is suspended, becomes insolvent, or is otherwise terminated, Sheetz agrees to pay all outstanding invoiced amounts, and Vendor will reimburse Sheetz upon payment in accordance with Section 4.6.4 if payment is eventually received.

**4.6.3 Disallowed Services.** Vendor agrees that Sheetz shall have no obligation to pay Vendor for Disallowed Services. Vendor shall have the right to dispute any Disallowed Services with the Governmental Remediation Fund and to seek payment from the Government Remediation Fund for Eligible Services it believes were improperly disallowed by the Government Remediation Fund.

Sheetz, at not cost to Vendor, agrees to reasonably cooperate with Vendor in support of Vendor's attempts to seek payment from the Governmental Remediation Fund for such Disallowed Services.

**4.6.4 Reconciliation.** Any time that Vendor receives payment or compensation from the Government Remediation Fund for costs or expenses that were paid to Vendor by Sheetz, Vendor shall promptly, but no later than thirty (30) days following Vendor's receipt of such payment, remit such payment to Sheetz. By way of example only, if Sheetz pays to Vendor the amount indicated as Ineligible Services on a Vendor invoice and the Vendor later receives payment from the Government Remediation Fund for some or all of the Ineligible Services, Vendor shall promptly remit such funds to Sheetz.

## **5. HEALTH AND SAFETY.**

**5.1 Vendor's Health and Safety Plan.** Prior to performing any Services at a Sheetz location, Vendor shall prepare and implement a site-specific health and safety plan within the general meaning of that term in the environmental consulting profession and as may be defined by applicable regulations. Vendor shall be responsible for the health and safety of its employees, subcontractors, suppliers and agents while performing the Services under this Agreement.

**5.2 Subsurface Clearance Protocol.** When performing invasive activities or earth disturbance activities at a Sheetz location as part of the Services, Vendor shall, in addition to complying with all Applicable Laws, comply with Sheetz' Subsurface Clearance Protocol, attached hereto and incorporated herein as **Exhibit 5.2**. So long as Vendor follows all Sheetz' Subsurface Protocol and is otherwise not negligent, Vendor shall not be responsible for any subsurface damage.

## **6. SITE ACCESS.**

**6.1 Sheetz Locations.** Where Vendor requires access to a location or property owned or operated by Sheetz (a "Sheetz Location") to perform all or part of the Services, Sheetz grants to Vendor and Vendor's subcontractors a license to enter upon such Sheetz Location to perform the Services. Vendor shall provide twenty-four (24) hours advance written notice to Sheetz' Environmental Compliance Manager before accessing any Sheetz Location to

perform non-invasive Services. Where the Services to be performed are invasive and/or involve any excavation, construction, trenching, drilling or similar activities, Vendor shall coordinate such activities with Sheetz' Environmental Compliance Manager and shall first obtain Sheetz' consent to the schedule for such activities, which consent shall not be unreasonably withheld.

**6.2 Third Party Locations.** To the extent Vendor requires access to a location or property not owned or operated by Sheetz (a "Third Party Location") to perform all or part of the Services, Vendor shall reasonably cooperate with Sheetz for Sheetz to obtain access rights, under terms and conditions reasonably acceptable to Sheetz and Vendor, to such Third Party Location for the purpose of performing the Services.

**6.3 Non-Disturbance/Restoration.** Vendor, its authorized consultants and contractors shall exercise due care while on any Sheetz Location and/or Third Party Location to perform the Services and shall minimize any disruptions to the owner's and/or operator's activities and/or operations on such Sheetz Location and/or Third Party Location. Vendor agrees that each time it or its authorized consultants and contractors access a Sheetz Location or Third Party location under this Agreement, it or they shall leave the premises in substantially the same condition as it or they found the premises upon arrival; provided, however, this does not apply where altering the premises is part of the Services. Vendor further agrees that if Vendor or its authorized consultants or contractors injures or damages any Sheetz Location or Third Party Location as a result of the Services, Vendor shall restore the areas of the premises damaged by the Services to substantially the same condition it was in before the injury or damage occurred.

## **7. WASTE MANAGEMENT.**

### **7.1 Remediation Derived Wastes.**

**7.1.1 Definition.** Remediation-Derived Wastes shall mean wastes that are generated in the process of investigating and or remediating a discharge of regulated substances and may include: (i) environmental media, including without limitation, soil, sediment, groundwater, surface water or fill material; (ii) sampling equipment and/or supplies that cannot be cleaned or decontaminated for acceptable reuse; or (iii) remedial equipment, filter

media and/or supplies that cannot be cleaned or decontaminated for reuse; (collectively “Wastes”); provided such Wastes contain or are contaminated with regulated substances in such quantities and/or concentrations and/or under such conditions as to constitute “residual waste”, “special waste” and/or “hazardous waste” under applicable Environmental Laws except to the extent that such Wastes are contaminated with regulated substances as a result of a spill, release, or discharge for which the Vendor or Vendor’s subcontractors is or are responsible.

**7.1.2 Vendor’s Responsibilities – Remediation Derived Wastes.** Vendor shall be responsible for the handling and storage of all Remediation Derived Wastes in compliance, in all material respects, with applicable Environmental Laws. Whenever Vendor generates Remediation Derived Wastes in connection with the Services, Vendor shall: promptly notify Sheetz of the nature and estimated quantity of such Remediation Derived Wastes and handle and temporarily store such wastes on the premises where generated in accordance with all applicable Environmental Laws and in consultation with Sheetz’ Environmental Compliance Manager.

**7.1.3 Sheetz’ Responsibilities – Remediation Derived Wastes.** Sheetz shall be the generator of all Remediation Derived Waste and shall execute all required forms for its transportation and disposal, and shall choose the disposal site.

**7.2 Other Wastes.** Vendor shall be responsible for the handling, storage and disposal in accordance, in all material respects, with all Applicable Laws, of all wastes generated by Vendor in the course of performing the Services that are not Remediation Derived Wastes.

## **8. TERM OF AGREEMENT, SUSPENSION OR TERMINATION OF WORK ORDERS OR AGREEMENT.**

**8.1 Initial and Successive Terms.** This agreement shall commence as of the effective date and shall continue in effect for twenty-four (24) months thereafter (the “initial term”). Unless earlier terminated by one or both of the parties as provided in this agreement, this agreement shall automatically renew for successive terms of twenty-four (24) months.

**8.2 Termination of a Work Order.** A Work Order may provide for a term for Services in the Work Order that is different from the term of this Agreement. Unless otherwise specifically provided in the Work Order, Sheetz shall have the right to terminate any Work Order at its sole and absolute discretion upon written notice to Vendor. The termination of any individual Work Order shall not terminate this Agreement or other Work Orders, unless otherwise agreed by the parties in writing. Upon termination of a Work Order by Sheetz; (i) Vendor shall cease providing Services under the Work Order and shall reasonably cooperate with Sheetz to arrange for an orderly transition of the project to Sheetz or to another vendor as directed by Sheetz; and (ii) Vendor shall be entitled to compensation for (x) the Services rendered under the Work Order up to the date of termination, (y) reasonable costs incurred to effectuate an orderly transition of the project to Sheetz or to another vendor as directed by Sheetz; and (z) reasonable costs incurred with respect to non-cancelable commitments made by Vendor in anticipation of performance of the Services under the Work Order which costs Vendor could not mitigate by reasonable efforts upon receipt of the notice of termination from Sheetz.

**8.3 Termination of Agreement.** Either party may terminate this Agreement before the end of the then current term by providing at least thirty (30) days advance written notice of termination to the other party. Unless otherwise provided for in any open Work Orders, any open Work Orders shall terminate as of the effective date of termination of this Agreement and Vendor shall cease any further Services under such Work Orders in accordance with the terms of this Agreement.

## **8.4 Suspension or Termination by Vendor.**

**8.4.1 Nonpayment.** Vendor may suspend Services on a Work Order under this Agreement on seven (7) days advance written notice to Sheetz for non-payment by Sheetz of past due amounts owed by Sheetz to Vendor pursuant to this Agreement and associated with such Work Order.

**8.4.2 Bankruptcy or Insolvency.** Vendor may terminate or suspend Services under a Work Order or this Agreement in the event Sheetz becomes the subject of a voluntary or involuntary insolvency or bankruptcy proceeding; becomes insolvent; or if any substantial part of Sheetz’ assets become subject to

any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency.

## **9. VENDOR PERSONNEL.**

### **9.1 Vendor Account Manager and Key Personnel.**

Vendor shall assign an Account Manager who shall oversee and manage the performance of Vendor's obligations under this Agreement and shall serve as Vendor's primary point of contact with Sheetz. Any replacement of the Account Manager or other key personnel shall be subject to the review and approval of Sheetz.

**9.2 Vendor Personnel Replacement.** Except as prohibited by law, Sheetz may request at any time that one or more of Vendor's employees not be permitted to perform Services in connection with this Agreement provided Sheetz provides Vendor with a reasonable basis for such request.

**9.3 Appropriate Use of Vendor Personnel.** Vendor agrees to use appropriately trained and skilled personnel commensurate with the task being performed by such personnel in providing the Services, including without limitation, billing such personnel for the appropriate hourly rate in accordance with the tasks being performed rather than by their title or position with Vendor. By way of example only, and not by way of limitation, a project manager performing tasks normally and customarily performed by a field service technician shall be billed at the hourly rate for a field service technician and not as a project manager.

## **10. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**10.1 Vendor's Representations, Warranties and Covenants.** Vendor represents, warrants and covenants that:

**10.1.1** it is validly organized and existing under the laws of the location where Services are provided, and has full power and authority to execute and deliver this Agreement, which constitutes a legal, valid and binding agreement of Vendor enforceable in accordance with its terms and to perform the Services;

**10.1.2** this Agreement does not conflict, breach or cause a material default of its organizational

documents or any agreements or other obligation to which it is a party;

**10.1.3** no action, suit, proceeding or investigation is pending or, to the knowledge of Vendor, threatened against Vendor that would adversely affect the performance of the Services;

**10.1.4** it owns or otherwise enjoys all necessary licenses and other rights in and to all facilities, equipment, systems and software used to perform the Services;

**10.1.5** it will exercise due care in the provision of the Services;

**10.1.6** it shall provide sufficient qualified personnel to meet its obligations under this Agreement and to meet such obligations at least consistent with industry standards and the requirements set forth in this Agreement;

**10.1.7** the equipment purchased under this Agreement, if any, shall be, free and clear of all liens, claims, charges, pledges, security interests, prior assignments and encumbrances of any kind or nature; and

**10.1.8** that equipment serviced by Vendor will be kept eligible for any manufacturer's certification and in good condition and replacement parts for such equipment will be new and not used or reconditioned.

**10.2 Sheetz's Representations & Warranties.** Sheetz represents and warrants that:

**10.2.1** it is validly organized and existing under the laws of the United States of America, and has full power and authority under its organizational documents and the laws of the United States of America to execute and deliver this Agreement, which constitutes a legal, valid and binding agreement of Sheetz enforceable in accordance with its terms, and to perform its obligations hereunder; and

**10.2.2** this Agreement does not conflict, breach or cause a material default of its organizational documents or any agreements or other obligation to which it is a party.

**10.3 Intellectual Property Representation and Warranty by Vendor.** The use by Sheetz and

Sheetz's employees, agents and customers of any information, material, product, software or programs or part thereof, or services (including support and maintenance) furnished by Vendor under this Agreement does not and will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright, patent or other intellectual property rights. During the pendency of any such claim, Vendor shall secure for Sheetz the right to continue using such material or affected part thereof as provided under this Agreement pending a final determination of the claim, or replace or modify such material or affected part thereof to make it non-infringing. The covenants and agreements of this Section shall survive termination of this Agreement.

**10.4 Third Party Warranties.** Sheetz is the beneficiary of any and all warranties that are available from equipment manufacturers, equipment sellers or that may otherwise be available with respect to the equipment purchased or leased under this Agreement. Vendor agrees (i) to receive refunds for repair or replacement of equipment under any available equipment warranties, and (ii) equipment repair, replacement or other servicing under warranties shall be provided at no additional cost or charge to Sheetz by Vendor. At the request of Sheetz, Vendor shall, to the extent permitted by the warranty provider, promptly assign and transfer to Sheetz any and all equipment warranties, and any other rights and remedies that may be applicable to equipment provided to Sheetz under this Agreement.

All warranties in this Section 10.4 shall survive any inspections, delivery, acceptance or payment, and all such warranties shall run to Sheetz, its successors, assigns, and users of equipment. No warranties hereunder may be disclaimed except in writing signed by an authorized representative of Sheetz. Vendor, at Sheetz's option, shall repair or replace equipment without cost to Sheetz during a one (1) year warranty period when Sheetz deems equipment defective.

**11. COMPLIANCE.** Vendor agrees to promptly comply with all Applicable Laws in the performing the Services. Furthermore, each party agrees to notify the other of any changes in Applicable Laws which may adversely impact the Services and Vendor shall negotiate in good faith with Sheetz to make all changes necessary to the affected Work Orders to

promptly comply with such changes in Applicable Laws.

## **12. STANDARD OF CARE, WARRANTY.**

**12.1 Standard of Care.** Vendor shall perform the Services in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting and/or contracting profession practicing under similar circumstances and in the same or similar locality at the time the Services are provided.

**12.2 Vendor Warranty for Defective Services.** Vendor warrants that, if any of its completed Services fail to conform to the standard of care set forth in Section 12.1 above, within two years of completion of such Services, Vendor shall, at Sheetz' election, either (i) perform corrective Services of the type originally performed as may be required to correct such defective Services, or (ii) refund to Sheetz the amount Sheetz or the Government Remediation Fund paid for such specific defective Services.

## **13. INDEMNIFICATION.**

**13.1 Vendor Indemnification.** Subject to Section 14. below, Vendor agrees to indemnify, defend and hold harmless Sheetz and its Representatives (individually and collectively the "Sheetz Indemnified Parties"), from and against all Losses arising out of (i) Vendor's breach of this Agreement, (ii) Vendor's violation of Applicable Laws, (iii) Vendor's act, omission, negligence or willful misconduct in connection with the Services; (iv) claims made in connection with Vendor's personnel, and (v) the act, omission, negligence or willful misconduct of Vendor's Representatives.

**13.2 Sheetz Indemnification.** Subject to Section 14. below, Sheetz shall indemnify and hold harmless Vendor and its Representatives (individually and collectively the "Vendor Indemnified Parties"), from and against all Losses arising out of Sheetz's (i) breach of this Agreement; (ii) violation of Applicable Laws, and (iii) act, omission, negligence or willful misconduct in connection with the Services.

### **13.3 Notification.**

**13.3.1** Any party seeking indemnification (the "Indemnitee") under this Section 9 shall give the

other party (the “Indemnitor”) prompt written notice (a “Notice of Claim”), in accordance with Section \_\_\_\_; provided that the failure to give notice shall not relieve the Indemnitor of its obligations under this Section 9 unless such failure materially adversely affects the Indemnitor. The Notice of Claim shall specify in reasonable detail the particulars of the claim.

**13.3.2** The Indemnitor shall satisfy its obligations of indemnification within 30 days of its receipt of a Notice of Claim.

**13.3.3** With respect to any third party claim that is the subject of a Notice of Claim, the Indemnitor shall have the right to defend, contest or otherwise protect against any such claim at its own expense. The Indemnitor shall have the right, but not the obligation, to participate in the defense thereof through counsel of its own choice and to assert any and all claim or other pleading it may desire; provided, that the fees and expenses of counsel to Indemnitor shall be at the Indemnitor’s own expense unless (i) the payment of such fees and expenses have been authorized by the Indemnitor or covered by available insurance, or (ii) there are specific defenses available to Indemnitor that are different from or additional to those available to the Indemnitor, or (iii) the claim concerns matters beyond the scope of the indemnity agreements contained herein (in which case the Indemnitor, to the extent made necessary by such different or additional defense or other effects, shall not have the right to direct the defense of such claim on behalf of the Indemnitor). The Indemnitor shall at all times cooperate in all reasonable ways with the Indemnitor, and the Indemnitor shall reimburse the Indemnitor for its reasonable out-of-pocket expenses in connection therewith.

In the event that the Indemnitor elects not to or fails to timely defend, contest or otherwise protect against any such third party claim, the Indemnitor shall have the right to participate in the defense thereof through counsel of its own choice and to assert any and all claim or other pleading it may desire. No compromise or settlement of any claim may be made at the Indemnitor’s expense unless the Indemnitor obtains the prior written consent of the Indemnitor.

The Indemnitor shall make no settlement of any claims which Indemnitor has undertaken to defend without Indemnitor’s consent, unless (i) the Indemnitor fully indemnifies the Indemnitor for all Losses; (ii) the Indemnitor receives an unconditional

release with respect to the claim; (iii) there is no finding or admission of violation of law by, or effect on any other claims that may be made against the Indemnitor; and (iv) the relief granted requires no action or inaction on the part of and has no other material effect on the Indemnitor.

## **14. LIMITATION OF LIABILITY.**

**14.1 Exclusion of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

**14.2 Limitation of Liability.** Notwithstanding anything in the Agreement to the contrary, any limitations on liability shall not apply to Losses to the extent arising from breaches of confidentiality, fraud, misrepresentation, gross negligence, willful misconduct, defalcation, personal injury, property damage, third party claims, or claims of infringement.

## **15. INSURANCE.**

**15.1 Vendor Insurance.** Vendor agrees to maintain at all times, and shall cause Vendor’s Representatives to maintain, the following insurance:

**15.1.1** Commercial general liability insurance, which shall provide coverage for bodily injury, property damage or loss, personal injury and advertising injury arising from the Services, at least in an amount of two million U.S. dollars (\$2,000,000) combined single limit;

**15.1.2** Workers’ compensation insurance and employer’s liability insurance that is customary in the industry but not less than what is required by law;

**15.1.3** Automobile liability insurance (including coverage for all owned, non-owned, hired and leased vehicles of Vendor) of not less than one million U.S. dollars (\$1,000,000) combined single limit (each accident); and

**15.1.4** If the Services include professional services, or the Services involve drilling, excavation or other subsurface disturbance or involve remediation or the transportation or disposal of Remediation Derived

Waste, professional and pollution liability insurance, respectively, at amounts no less than two million U.S. dollars (\$2,000,000) per occurrence and in the aggregate.

**15.2 Additional Insured; Proof of Insurance.**

Sheetz shall be named as the an additional insured under the commercial general liability and automobile liability policies required above. Upon the request of Sheetz, Vendor shall provide Sheetz with Certificates of Insurance evidencing compliance with the terms of this Section, copies of the insurance policies obtained and any riders and exclusions under such policies. All policies of insurance shall be underwritten through insurance companies licensed to do business in the Commonwealth of Pennsylvania and reasonably acceptable to Sheetz. Vendor shall have its respective policies of insurance as required herein to be endorsed to provide that such policies of insurance shall not be canceled, non-renewed or materially altered without at least thirty (30) days prior written notice to Sheetz. Vendor shall cause all insurance policies required by this Section to be issued in a form and substance which would permit Sheetz to obtain all relief available to it under this Agreement and which shall effectuate the intention of this Agreement.

**16. GENERAL.**

**16.1 Applicable Law and Jurisdiction.**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without reference to provisions relating to conflict of laws. The parties agree that any dispute or claim under this Agreement, or arising under or related thereto, shall be subject to the jurisdiction of and shall be brought in the courts in Harrisburg, Pennsylvania and each of the parties agrees that service of any process, summons, notice or document by U. S. registered mail or certified mail to the address set forth in Section 16.11 hereof (or to any other address given in accordance with the terms of that Section) shall be effective service of process for any action, suit or other proceeding brought against such party in enforcing any rights hereunder.

Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or to other security that might be required of any party with respect thereto. The foregoing jurisdictional and venue obligation shall be waived if third party claims cause the proceeding to occur in another jurisdiction or venue or if a court in the

chosen forum rules that it does not have jurisdiction, and based upon the ruling it does not reasonably appear that another court in the chosen venue would exercise jurisdiction

**16.2 Jury Trial Waiver. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**16.3 Remedies.** All remedies contained in this Agreement are cumulative, are in addition to the other rights, and remedies available to either party under this Agreement, by law or otherwise.

**16.4 Successors and Assignment.** Neither this Agreement nor any interest may be sold, assigned, transferred, pledged, or otherwise disposed of by Sheetz or by Vendor without the other party's prior written consent. A Change in Control shall be deemed an assignment for purposes of this Agreement. Notwithstanding the foregoing, Sheetz may at any time assign this Agreement and delegate all duties hereunder to an affiliate of Sheetz or to any successor to Sheetz's business. Subject to the foregoing, this Agreement is binding upon the parties and their respective successors and permitted assigns. Any transfer or assignment of this Agreement in violation of this Section shall be null and void.

**16.5 Subcontractors.** Vendor may, with Sheetz's prior written approval, subcontract any of the Services to its affiliates or third parties but shall remain primarily liable and fully responsible for the performance of the obligations under this Agreement. Vendor assumes full responsibility for its subcontractors' compliance with the terms and conditions of this Agreement.

**16.6 No Exclusivity.** Sheetz may perform any Services, including similar services, itself and/or enter into any agreement with any other entity to provide Sheetz with any Services, including similar services, without Vendor's prior written consent or any other restrictions.

**16.7 Headings.** Headings contained in this Agreement are for reference purposes only and have no substantive effect.

**16.8 No Waiver.** No delay or omission by a party in enforcing or exercising any right, power or remedy shall impair that right, power or remedy or be construed to be a waiver of it. Any consent or waiver by a party of any of its rights, powers or remedies or of any breach shall not be construed to be a consent or waiver of any other right, remedy or power or any succeeding breach. No waiver or discharge of any kind shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced. Vendor's correction of errors as provided in this Agreement is a non-exclusive remedy and shall be in addition to all other rights and remedies that Sheetz may have.

**16.9 Survival.** All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement including, without limitation, Sections \_\_\_\_\_.

**16.10 Severability.** Should any provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application thereof to other jurisdictions or persons shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

**16.11 Notices.** Any written notice required or permitted to be given hereunder shall be given by: (i) personal delivery; (ii) registered or certified mail, return receipt requested, postage prepaid; (iii) confirmed facsimile; or (iv) nationally recognized courier service to the other party at the addresses listed below or to such other address or person as a party may designate in writing. All such notices shall be effective upon receipt.

If to Sheetz:

with a copy to:

If to Vendor:

with a copy to:

**16.12 Entire Agreement.** This Agreement, including its Exhibits and Work Orders, which are

expressly incorporated herein by reference, constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto. Modifications of this Agreement must be in writing and signed by duly authorized representatives of the parties.

**16.13 Relationship of Agreement to Exhibits and Schedules.** All terms and conditions set forth in this Agreement shall apply to all services under Schedules. This Agreement shall supersede any provision in any Work Order or Proposal to the extent a Work Order or Proposal conflicts with this Agreement, unless the Work Order or Proposal specifically references and amends the conflicting provision in this Agreement. Work Orders must be executed by authorized representatives of both parties to be effective.

**17. CERTAIN DEFINED TERMS.** The following terms used herein shall have the following meanings:

**17.1** "affiliate" shall mean with respect to a party any other person at any time now or hereafter controlling, controlled by or under common control with such party and includes, but is not limited to, present and future subsidiaries, parents, related persons, partners, joint venture participants and successors in interest.

**17.2** "Applicable Laws" shall mean all federal, state and local laws, rules, regulations, statutes, codes, ordinances, case law, judgments, orders, decrees and consent orders applicable to the parties or to the Services.

**17.3** "Change in Control" means, with respect to this definition only, a party: (i) any transaction or series of transactions that results in one or more new Person(s) controlling directly or indirectly more than fifty percent (50%) of the stock or interests entitled to vote for members of that party's board of directors; (ii) any transaction or series of transactions that results in one or more new Person(s) owning substantially all of such party's assets; or (iii) a binding written agreement is executed providing for a sale, exchange, transfer or other disposition of all or substantially all of the assets of the party, except to an affiliate of the party.

**17.4** "Losses" shall mean all claims, losses, liabilities, obligations, payments, damages, charges,

judgments, fines, penalties, costs and expenses of any kind or character, including but not limited to reasonable attorneys' fees and costs and expenses resulting from any claims, demand, action, suit or similar proceeding.

**17.5** "Person" shall mean an individual, corporation, partnership, sole proprietorship, joint venture, or

other form of organization or entity, now existing or hereinafter formed or acquired.

**17.6** "Representatives" refers to a party's affiliates and its and their officers, directors, partners, employees, agents, consultants, subcontractors, successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

|   |                 |
|---|-----------------|
| <b>For Sheetz, Inc.</b>                                       | <b>[Vendor]</b> |
| Name: David Dodson<br>Title: Environmental Compliance Manager | Name:<br>Title: |



**EXHIBIT 1.1  
WORK ORDER**

|  |                                |
|--|--------------------------------|
| Project Name:  |                                |
| Sheetz Location No.:   | Date:                          |
| <p align="center">This Work Order, is issued under that certain Master Services Agreement (the "Agreement") dated _____, by and between Sheetz, Inc. and _____ ("Vendor") and, when signed by authorized representatives of both parties to the Agreement, is incorporated within the Agreement to the extent not inconsistent with the Agreement.</p> |                                |
| <p><b>Scope of Services and Schedule:</b></p> <p>Vendor shall perform the Services described in the attached proposal dated _____ (the "Proposal") to Sheetz, Inc. in accordance with the schedule set forth in the Proposal.</p>  |                                |
| <p><b>Fee and Basis:</b></p> <p>As set forth in the Proposal, the total cost of Vendor's Services to be performed under this Work Order is:</p>  |                                |
| <p><input type="checkbox"/> Fixed Price: _____ Dollars (\$ _____)<sup>1</sup></p> <p><input type="checkbox"/> Estimated Cost: _____ Dollars (\$ _____)<sup>2</sup></p>   |                                |
| <p><b>Remarks:</b></p><br><br>   |                                |
| <p><b>Acceptance:</b></p> <p><b>For good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the parties have caused this Work Order to be duly executed and delivered as of the date first above written.</b></p>  |                                |
| <p><b>For Sheetz, Inc.</b></p><br><br>   | <p><b>[Vendor]</b></p><br><br> |
| <p>Name: David Dodson</p> <p>Title: Environmental Compliance Manager</p>   | <p>Name:</p> <p>Title:</p>     |

<sup>1</sup> Proposal shall set forth schedule for payments due based on proof of project milestone completions.

<sup>2</sup> Based on time and materials in accordance with the Rate Schedule then in effect for the Agreement, provided that the estimate shall not be exceeded by more than ten percent (10%) without prior written authorization of Sheetz.



**EXHIBIT 1.4  
CHANGE ORDER**

|  |                            |
|--|----------------------------|
| Project Name:  |                            |
| Sheetz Location No.:   | Date:                      |
| <p>This Change Order, is issued under that certain Master Services Agreement (the "Agreement") dated _____, by and between Sheetz, Inc. and _____ ("Vendor") and that certain Work Order dated _____ (the "Work Order") and, when signed by authorized representatives of both parties to the Agreement, is incorporated within the Agreement to the extent not inconsistent with the Agreement.</p> |                            |
| <p><b>Change in Scope, Cost and/or Schedule:</b></p> <p>The Services to be provided and the schedule for providing such Services under the Work Order are hereby modified as set forth in the attached change order proposal from Vendor dated _____ (the "Change Order Proposal") to Sheetz, Inc.</p>   |                            |
| <p><b>Fee and Basis:</b></p> <p>As set forth in the Change Order Proposal, the cost of Vendor's Services the Work Order is hereby [ <input type="checkbox"/> ] increased or [ <input type="checkbox"/> ] decreased by the amount listed below:</p>   |                            |
| <p>[ <input type="checkbox"/> ] Fixed Price: _____ Dollars (\$ _____)<sup>3</sup></p> <p>[ <input type="checkbox"/> ] Estimated Cost: _____ Dollars (\$ _____)<sup>4</sup></p>   |                            |
| <p><b>Remarks:</b></p>   |                            |
| <p><b>Acceptance:</b></p> <p><b>For good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the parties have caused this Change Order to be duly executed and delivered as of the date first above written.</b></p>  |                            |
| <p><b>For Sheetz, Inc.</b></p>   | <p><b>[Vendor]</b></p>     |
| <p>Name: David Dodson</p> <p>Title: Environmental Compliance Manager</p>   | <p>Name:</p> <p>Title:</p> |

<sup>3</sup> Change Order Proposal shall set forth a revised schedule for payments due under the Work Order.

<sup>4</sup> Based on time and materials in accordance with the Fee Schedule then in effect for the Agreement, provided that the estimate shall not be exceeded by more than ten percent (10%) without prior written authorization of Sheetz.



**EXHIBIT 1.6  
FEE SCHEDULE**



**EXHIBIT 5.2**  
**SUBSURFACE CLEARANCE PROTOCOL**

*Request for Bid  
PAUSTIF #2003-0204 (F)  
Sheetz #75  
Slippery Rock, PA  
October 26, 2010*

## **ATTACHMENT 4**

### **Standardized Bid Format**