REMEDIATION AGREEMENT

PADEP Facility ID #: 48-28478 USTIF Claim #: 1999-0441(F)

This agreement ("Agreement") is entered into as of the _____day of _____2013, by and between Galaxy One, LLC ("Client") and Galaxy One, LLC Sunoco (Former Route 248 Texaco) Facility ("Site"), with a principal place of business at [Insert Address] and [Insert Consultant Name and (appropriate Acronym)] ("Consultant"), a [Insert State Name] Corporation with its principal place of business at [Insert Consultant's Address] (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") site is required ("Remediation").

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

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

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

NOW THEREFORE, in consideration of the obligations, covenants and conditions set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Recitals Incorporated

The above recitals are hereby incorporated as if fully set forth herein.

2. Responsibilities of Consultant

- a) Consultant shall, as an independent contractor to Client, perform the Scope of Work.
- b) The Scope of Work shall be performed in accordance with all applicable federal, state, and local rules and regulations, including the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, meeting and demonstrating attainment of the Standard (as defined in Exhibit A) established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program). The Scope of Work will be completed consistent with the Competitive Fixed-Price Bidto-Result Solicitation for Site Closure Activities dated [Insert Date] and the Competitive Bid Response for Site Closure Activities prepared by [Insert Consultant Name], dated [Insert Date]. Both documents are included by reference in Exhibit D of this Agreement. Any significant modification to the Scope of Work will require approval of the Client, PADEP, and the Fund.

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

3. Responsibilities of Client

- a. Client shall exclusively retain the services of Consultant to perform the Scope of Work, in accordance with, and subject to, the other provisions of this Agreement.
- b. Client shall provide access for Consultant and its subcontractors, to the Site, and shall enter into any other access agreements with other third party property owners, as necessary to complete the performance of the Scope of Work.
- c. Client shall, as necessary to complete the Scope of Work: (i) cooperate and assist Consultant with the preparation and submittal of all information and documents including, without limitation, correspondence, notices, reports, data submittals, restrictive covenants, engineering and institutional controls, and the like, and (ii) implement and maintain any engineering or institutional controls.
- d. Client shall transmit to Consultant copies of all documentation, correspondence, reports, and the like, sent or received by Client, regarding the environmental conditions at the Site.
- e. If the If the property identified as the "Site" in Section 1 above is transferred or sold after the effective date of this Agreement, but before completion of the Scope of Work and closure as described under Section 13 ("Closure") below; the Seller (Client) agrees to require that, as a condition of sale / transfer, Buyer must not alter, change or use the property in any manner that will interfere with, disrupt or prevent the continuation of 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.

5. Standard of Care

Consultant will perform the Scope of Work and other services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services under similar conditions in the same or similar locality. The foregoing is in lieu of all other warranties, express or implied, including warranties of marketability or fitness for a particular purpose.

6. Fees and Payment

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

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

7. Insurance

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

- a. Workers Compensation Insurance -- at the statutory limits, and Employer's liability with a limit of not less than \$1,000,000 each occurrence.
- b. Automobile Liability and coverage on all vehicles owned, hired, or used in performance of this Agreement with limits not less than \$1,000,000 Bodily Injury and Property Damage combined single limit and aggregate.
- c. Comprehensive General Liability Insurance as well as coverage on all equipment (other than motor vehicles licensed for highway use) owned, hired, or used in the performance of this Agreement with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- d. Pollution Liability/Professional Liability at \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

8. Performance Product and Warranty

See the three (3) bullet-points in the Provisions section of Exhibit A.

9. Equipment Loss or Damage

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

10. Non-performance or Lack of Continuous Performance by Consultant

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

Continuous progress is expected. Continuous progress is defined as persistent and effective action on the part of the Consultant done in furtherance of attaining the site closure specified in Exhibit A. If the Client determines that continuous progress is not being made toward site closure, the Client may provide a written First Notice of Deficiency to the Consultant and the Fund detailing the reasons for this determination. After ninety (90) days from receipt of the First Notice of Deficiency, the Client may provide a written Second Notice of Deficiency to the Consultant and the Fund, providing details regarding the ongoing lack of continuous progress. The Consultant may be notified in writing by the Client ninety (90) days after the Second Notice of Deficiency is received, that the Agreement will be void in thirty (30) days. All referenced written notices are to be sent via certified mail and shall be deemed received upon signing for, or documented refusal of, the certified mailing.

11. Cancellation

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

that this increase is not attributed directly to the remedial actions being conducted or the deactivation of the remedial actions;

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

12. Indemnity

Consultant shall indemnify and hold Client harmless from and against any liabilities, losses, claims, orders, damages, fines and penalties (collectively, "Claims") arising out of or related to negligent acts or omissions of Consultant in the performance of the Scopes of Work. Client shall indemnify and hold Consultant harmless from and against any Claims arising out of or related to

(i) the negligent acts or omissions, or violations of Law, of Client and (ii) regulated substances, including petroleum, that are present at, released to or from, treated at, or removed from, the site.

13. Closure

The Consultant shall remove all associated remediation equipment and materials including utilities and from the site within sixty (60) days of receipt of PADEP approval of its Remedial Action Completion Report. The Consultant shall abandon all wells (including preexisting wells from the site characterization), borings, trenches, and piping/utility runs installed by the Consultant as part of corrective action in accordance with all applicable requirements within 60 days of receipt of PADEP approval of its Remedial Action Completion Report. Disruption of the Client's normal business shall be kept to a minimum. The Consultant shall return the site to the condition prior to initiation of the Scope of Work. Conditions prior to initiation of the Scope of Work will be established by preparing detailed site plans and photographic documentation.

14. Governing Law and Assignment

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

15. Modification

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

16. Integration

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the parties.

17. Order of Precedence

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

- A. This Agreement
- B. The Scope of Work (Exhibit A)
- C. Schedule of Fixed Prices (Exhibit B)
- D. Competitive Bid Response for Site Closure Activities prepared by [Insert Consultant Name] dated [Insert Date]
- E. The Competitive Fixed-Price Bid-to-Result Solicitation for Site Closure Activities dated [Insert Date]
- F. Task Orders (if applicable)
- G. Other Contract Documents

18. Notice

Any notice, request, demand or communication which is or may be required to be given hereunder shall be deemed given when sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

[Insert Facility Name]

[Insert Street Address]

Attn: [Insert Point of Contact]

If to Client:

	[Insert Township Name], Pennsylvania [Insert Zip Code]		
If to Consultant:	[Insert Environmental Consulting Firm Name or Acronym] Attn: [Insert Point of Contact] [Insert Point of Contact Job Title] [Insert Street Address] [Insert Township Name], Pennsylvania [Insert Zip Code]		
	-	s have caused this Agreemical counterparts on the counterparts of	•
For: [Facility Name]		For: [Consultant]	Name]
By:[Solicitor]	Date	Ву:	Date
Name:		Name:	
Title		Title	

EXHIBIT A SCOPE OF WORK

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

Location: 3621 Nazareth Road, Easton, PA 18042

Goals:

The goal of this project is to cost-effectively clean up the site in a reasonable timeframe to obtain a PADEP Relief of Liability under Act 2 by achieving the Residential, Used Aquifer Statewide Health Standard (SHS) for soil and groundwater.

Obtain PADEP approval of a Final Remedial Action Completion Report (RACR) using the Residential, Used Aquifer Statewide Health Standard (SHS) for benzene, toluene, ethylbenzene, xylenes, methyl-tert-butyl ether (MTBE), isopropylbenzene, naphthalene, fluorine and phenanthrene (the compounds of concern or COCs) (the "Standard"), associated with the documented release of unleaded gasoline in January 1999, which occurred at the location referenced as PADEP Facility Identification Number 48-28478.

Strategy/Scope of Work:

The Strategy/Scope of Work is described in the Competitive Bid Response for Site Closure Activities dated [Insert Date] and the Competitive Fixed-Price Bid-to-Result Solicitation for Site Closure Activities dated [Insert Date], with the following exceptions:

None.

Site-Specific Assumptions:

The Site-Specific Assumptions are described in the Competitive Bid Response for Site Closure Activities dated [Insert Date] and the Competitive Fixed-Price Bid-to-Result Solicitation for Site Closure Activities dated [Insert Date], with the following exceptions:

- Consultant shall provide at least ten (10) days written notice to the Fund and Client prior to initiating any site characterization confirmation or pilot testing activities.
- Consultant shall provide at least thirty (30) days written notice to the Fund and Client prior to a scheduled shutdown of the remedial system that is expected to last greater than seven (7) days.
- Consultant shall notify the Fund and Client within forty-eight (48) hours after knowledge of an unscheduled shutdown of the remedial system. The Consultant shall also notify the Fund and Client within forty-eight (48) hours after the remedial system has been reactivated.
- The RAP shall be consistent with the conceptual remedial action plan provided in the bid response document dated [Insert Date] which was used as the basis for the cost and milestone structure of this Remediation Agreement.

Provisions:

The Provisions are described in the Competitive Fixed-Price Bid-to-Result Solicitation for Site Closure Activities dated [Insert Date], and the Consultant's Competitive Bid Response for Site Closure Activities dated [Insert Date]. The following provisions are not expected to trigger a "New Condition" as described in Section 11 of this Agreement:

- Upon completion of the Pilot Test in Milestone C, Consultant will compare the resultant data to the Pilot Test Criteria described in the Consultant's Competitive Bid Response for Site Closure Activities document dated [Insert Date] and listed below:
 - 1. [List Specific Criteria Here]

If the Pilot Test criteria obtained in Milestone C fall within the allowable range of predetermined criteria (above), the project will continue as scheduled in Milestones D through [Insert Milestone] under this Agreement.

If the Pilot Test criteria obtained in Milestone C do not fall within the allowable range of pre-determined criteria (above), the available options are:

- a. Consultant may elect to continue with the project based on the remaining fixed description and price Milestones D through [Insert Milestone] under this Agreement or;
- b. Consultant elects not to proceed, withdraws from the project, and Client selects the next applicable bidder to continue the clean-up (if this option is selected, this Agreement will terminate and a new Agreement will be created with the new Consultant).
- Consultant estimates that the demonstration of attainment in groundwater, with the approved PADEP standard for all compounds listed in Exhibit A, will commence following [Insert Number of Quarters (# of months)] of operation after the start-up of the Remedial System. If such demonstration of attainment can not be initiated within this defined schedule, Consultant shall continue operation of the remedial system at the same or similar level of effort for up to two (2) additional quarters (six months) or until the demonstration of attainment can be initiated, whichever comes first, at no additional cost to Client. If demonstration of groundwater attainment cannot be initiated at the end of [Insert Number of Quarters (# of months)], Consultant may, at its option, forgo the remaining milestone payments, terminate this Agreement, and be released from any further obligation.
- If the remedial system has been shut down, demonstration of attainment has been initiated, and concentrations rebound to the point where it is apparent that attainment of the RUA SHS will not be demonstrated at the end of the eight quarters of attainment sampling, Consultant shall reactivate the remedial system and operate it for an additional period that represents one-quarter of the operation time specified in Milestone F [Insert Number of Quarters (# of months)] at no additional cost to the Client.

EXHIBIT B Schedule of Fixed Prices

Milestones:

Milestones:		T .	
ID	Milestone Description	Estimated Schedule to Complete	Amount (dollars \$)
A	Obtain Off-Site Access	TBD	\$
B1	Installation, Surveying, Development and Initial Sampling of Monitoring Well MW-15	TBD	\$
B2	Comprehensive Gauging and Sampling of Fifteen (15) Monitoring Wells (MW-1 through MW-15)	TBD	\$
В3	Additional Site Characterization Activities (this milestone is for additional site characterization activities, needed by the Consultant to support pilot testing and feasibility of proposed remedial approach, at a fixed cost not to exceed \$10,000)	TBD	\$10,000 (Maximum)
C	Pilot Testing	TBD	\$
F	Pilot Test Evaluation – See the first bullet-point under Provisions	in Exhibit A ab	ove.
D	Preparation, Submittal and PADEP Approval of Combined SSCR/RAP (Draft SSCR/RAP to be submitted to Solicitor and Technical Consultant three (3) weeks in advance for review.)	TBD	\$
Е	Remedial System Design, Permitting, Installation, Permitting and Startup	TBD	\$
F (number of submilestones TBD)	Remedial System Operation and Maintenance (O&M), NPDES Sampling/Reporting, Quarterly Groundwater Monitoring/Sampling, and Preparation/Submittal of Quarterly Remedial Action Progress Report (RAPR)	TBD	\$
G1	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
G2	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
G3	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
G4	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
G5	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
G6	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
G7	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
G8	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	TBD	\$
Н	Preparation, Submittal and PADEP Approval of RACR (Draft RACR to be submitted to Solicitor and Technical Consultant two (2) weeks in advance for review.)	TBD	\$
I	Remedial System Decommissioning, Well Abandonment and Site Restoration Activities	TBD	\$
	TOTAL CONTRACT CEILING		\$

Additional Measures: None.

EXHIBIT C PAYMENT REQUEST SCHEDULE

]	Milestone Identification	Supporting Documentation	Completion Date (months)	Payment Request Amount (\$)
A	Obtain Off-Site Access	Copy of Signed/Executed Access Agreement	TBD	\$
B1	Installation, Surveying, Development and Initial Sampling of Monitoring Well MW-15	 Copy of Well Construction Log Copy of Laboratory Analytical Report for Groundwater Sample Revised Base Map 	TBD	\$
В2	Comprehensive Gauging and Sampling of Fifteen (15) Monitoring Wells (MW-1 through MW-15)	 Copy of Laboratory Analytical Report for Groundwater Samples Copies of the Groundwater Analysis & Depth to Water Tables 	TBD	\$
В3	Additional Site Characterization Activities (this milestone is for additional site characterization activities, needed by the Consultant to support pilot testing and feasibility of proposed remedial approach, at a fixed cost not to exceed \$10,000)	 Copy of Tabulated Data Supporting Laboratory Analytical Reports Copy(ies) of Any Sub- Contractor Invoicing Time Sheets 	TBD	\$10,000 (Maximum)
С	Pilot Testing	Copy of Letter Report Including Pilot Test Results, Sealed by P.G. and / or P. E.	TBD	
	Pilot Test Evaluation – See the	first bullet-point under Provisions in	Exhibit A abo	ve.
D	Preparation, Submittal and PADEP Approval of Combined SSCR/RAP (Draft SSCR/RAP to be submitted to Solicitor and Technical Consultant three (3) weeks in advance for review.)	 Copy of Draft and Final Combined SSCR/RAP with additional site characterization data and proposed remedial system design & specifications Copy of SSCR/RAP approval letter from PADEP 	TBD	\$
Е	Remedial System Design, Permitting, Installation and Startup	 Final remedial system design & specifications Photo documentation System Inspection Report from Technical Contact 	TBD	\$
F (number of sub- mileston TBD)	Sampling/Reporting, es Quarterly Groundwater	Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and	TBD	\$

	Quarterly RAPR	groundwater elevation map		
G1	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	Copy of Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$
G2	Quarterly Groundwater Attainment Gauging/Sampling and Preparation/Submittal of Quarterly RAPR	Copy of Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$
G3	Quarterly Groundwater Attainment Sampling and Preparation/Submittal of Quarterly RAPR	Copy of Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$
G4	Quarterly Groundwater Attainment Sampling and Preparation/Submittal of Quarterly RAPR	Copy of Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$
G5	Quarterly Groundwater Attainment Sampling and Preparation/Submittal of Quarterly RAPR	Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$
G6	Quarterly Groundwater Attainment Sampling and Preparation/Submittal of Quarterly RAPR	Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$
G7	Quarterly Groundwater Attainment Sampling and Preparation/Submittal of Quarterly RAPR	Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$

G8	Quarterly Groundwater Attainment Sampling and Preparation/Submittal of Quarterly RAPR	Remedial Action Progress Report sealed by P.G and/or P.E. and including laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	TBD	\$
Н	Preparation, Submittal and PADEP Approval of a Remedial Action Completion Report (RACR) (Draft RACR to be submitted to Solicitor and Technical Consultant two (2) weeks in advance for review.)	 Copy of Draft and Final RACR with P.G. and/or P.E. Seal Copy of PADEP Letter Approving RACR 	TBD	\$
I	Remedial System Decommissioning, Well Abandonment and Site Restoration Activities	 Photo Documentation of Remedial System Removal and Site Restoration Letter Report to PADEP With Well Abandonment Logs, Sealed by a Licensed P.G. 	TBD	\$

EXHIBIT D SUPPORTING DOCUMENTS

- Competitive Fixed-Price Bid-to-Result Solicitation for Site Closure Activities, dated [Insert Date].
- Competitive Bid Response for Fixed-Price Bid-to-Result Scope of Work prepared by [Insert Consultant Name], dated [Insert Date].