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REMEDIATION AGREEMENT

PADEP Facility ID #: 49-70507

USTIF Claim #: 1998-0220(M)

This agreement (“Agreement”) is entered into as of the _____ day of _____ 2013, by and between United Refining Company of PA (“Client”), with a principal place of business at 15 Bradley St., P.O. Box 688, Warren, PA 16365 and **[Insert Environmental Consulting Firm 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 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 Consultant 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 Competitive Fixed-Price Defined Scope of Work Bid Solicitation to Complete Site Closure Activities prepared by **[Insert Consultant Name]**, dated **[Insert Date]** and **Consultant’s Bid Proposal Document, dated [Insert Date]**. Both documents are incorporated 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.

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- 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 Client for site status updates. The parties agree the Client 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 make reasonable efforts to enter into any other access agreements with 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: cooperate and assist Consultant with the preparation and submittal of all relevant information and documents including, correspondence, notices, reports, data submittals, and the like.
- d. Client shall transmit to Consultant copies of pertinent documentation, correspondence, reports, and the like, sent or received by Client, regarding the environmental conditions at the Site.

4. Period of Performance

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

5. Standard of Care

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

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;

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- ii. Should the Fund be temporarily suspended or permanently terminated, Client shall reimburse Consultant for any unpaid Payment Requests, within 60 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;
- 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 sixty (60) days of notice of termination;
- v. To ensure payment, Consultant will perform the Scope of Work and remedial actions for the TFP in accordance with the 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

Consultant estimates that the demonstration of attainment with the approved PADEP standard for all compounds listed in the Scope of Work will commence following two quarters (six months) of monthly vac-out events. If such demonstration of attainment cannot be initiated within this defined schedule, Consultant shall conduct the pre-defined Additional Measures (as defined in Exhibit A). If demonstration of attainment cannot be initiated at the end of the Additional Measures, Consultant may, at its option, forgo the remaining milestone payments, terminate this Agreement, and be released from any further obligation.

9. Equipment Loss or Damage

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

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10. Non-performance by Remediation Contractor

Except as provided in Section 8, if Consultant fails to meet any specification of the Scope of Work as outlined in this Agreement, the Client shall notify Consultant and Fund 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 adherence with the requirements of Section 6.b.iv of this Agreement.

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;

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- 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 the site-specific assumptions provided in Exhibit A no longer remain true and accurate.
 - viii. Continued execution of this Agreement will result or has a credible possibility of resulting in an enforcement action by the PADEP or other governmental entity.
- 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 or Client may terminate this Agreement. Upon such termination, Consultant shall submit pertinent outstanding invoices to Client for review, authorization, and submittal to the Fund. At this point, 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 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

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

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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 and Severability

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the Parties. The Agreement shall not be subject to any change or modification except by the execution of a written instrument executed by the Parties hereto.

The provisions of this Agreement are severable, and in the event any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

17. Dispute Resolution and Cancellation

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

In the event of a dispute between the Fund and Client, Client may terminate this Agreement and Consultant will be released from further obligation.

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**EXHIBIT A
SCOPE OF WORK**

Location: 106 State Street (State Route 61), Sunbury, Northumberland County, PA 17801

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 remediation standard(s) specified for soil and groundwater in a PADEP-approved RAP.

Obtain PADEP approval of 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 (i.e., cumene), and naphthalene (the compounds of concern or COCs) (the “Standard”), associated with the documented release of unleaded gasoline in May of 1998, which occurred at the location referenced as PADEP Facility Identification Number 49-70507.

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 Defined Scope of Work Bid Solicitation to Complete 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 Defined Scope of Work Bid Solicitation to Complete Site Closure Activities dated **[Insert Date]**, with the following exceptions:

- None.

Provisions:

The Provisions are described in the Competitive Fixed-Price Defined Scope of Work Bid Solicitation to Complete 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:

- Additional Measures - Consultant estimates that the demonstration of attainment in groundwater, with the approved PADEP standard for all compounds listed in Exhibit A, will commence following two quarters (six months) of monthly vac-out events. If such demonstration of attainment cannot be initiated within this defined schedule, Consultant shall continue with one additional quarter (three months) of monthly vac-

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out events at the same quarterly fixed price specified for Milestones A1 and A2, and one additional quarter of groundwater gauging/sampling of seven (7) monitoring wells at the same quarterly fixed price specified for Milestones B1 through B10. The additional quarter of monthly vac-out events and the additional quarter of groundwater gauging/sampling and RAPR preparation/submittal will be designated as Milestone A3 and Milestone B11, respectively. If demonstration of groundwater attainment cannot be initiated at the end of the one additional quarter (three additional months), Consultant may, at its option, forgo the remaining milestone payments, terminate this Agreement, and be released from any further obligation.

- In the event that attainment of the SHS cannot be achieved for groundwater at the end of the eighth quarter of groundwater attainment monitoring (i.e., at the completion of Milestone B10), and fate and transport analysis demonstrates that additional attainment sampling is reasonable, up to four additional quarterly groundwater attainment gauging/sampling events and RAPR preparation/submittal will be performed at the same quarterly fixed price established for Milestones B1 through B10, in order to demonstrate groundwater attainment at the site. These additional four quarters of groundwater attainment gauging/sampling events and RAPR preparation/submittal will be designated as Milestones B12 through B15.

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EXHIBIT B
Schedule of Fixed Prices

106 State Street (State Route 61), Sunbury, Northumberland County, PA 17801
PADEP Facility ID #: 49-70507 USTIF Claim #: 1998-0220(M)

Milestones:

ID	Milestone Description	Estimated Schedule to Complete	Amount (dollars \$)
A1	Conduct Three (3) Monthly Vac-out Events on Wells MW-6 and MW-12 for Three (3) Months	1 quarter Q1	\$Insert Amount
A2	Conduct Three (3) Monthly Vac-out Events on Wells MW-6 and MW-12 for Three (3) Months	1 quarter Q2	\$Insert Amount
B1	Conduct Quarterly Groundwater Gauging/Sampling Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q1	\$ Insert Amount
B2	Conduct Quarterly Groundwater Gauging/Sampling Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q2	\$ Insert Amount
B3	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q3	\$ Insert Amount
B4	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q4	\$ Insert Amount
B5	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q5	\$ Insert Amount
B6	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q6	\$ Insert Amount
B7	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q7	\$ Insert Amount
B8	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q8	\$ Insert Amount
B9	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q9	\$ Insert Amount
B10	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	1 quarter Q10	\$ Insert Amount
C	Soil Attainment Sampling	1 quarter Q10	\$ Insert Amount
D	Soil Vapor Assessment	1 quarter Q10	\$ Insert Amount
E	Preparation and Submittal of Remedial Action Completion Report	1 quarter Q11	\$ Insert Amount
F	Well Decommissioning and Site Restoration	1 quarter Q12	\$ Insert Amount
	TOTAL CONTRACT CEILING		\$Insert Total Amount

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EXHIBIT C
PAYMENT REQUEST SCHEDULE

106 State Street (State Route 61), Sunbury, Northumberland County, PA 17801
PADEP Facility ID #: 49-70507 USTIF Claim #: 1998-0220(M)

Milestone Identification		Supporting Documentation	Completion Date (months)	Payment Request Amount (\$)
A1	Conduct Three (3) Monthly Vac-out Events on Wells MW-6 and MW-12 for Three (3) Months	<ul style="list-style-type: none">▪ Copy of vac-out data summary table▪ Copy of waste disposal manifest	1-3	
A2	Conduct Three (3) Monthly Vac-out Events on Wells MW-6 and MW-12 for Three (3) Months	<ul style="list-style-type: none">▪ Copy of vac-out data summary table▪ Copy of waste disposal manifest	4-6	
B1	Conduct Quarterly Groundwater Gauging/Sampling Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none">▪ Copy of Remedial Action Progress Report sealed by P.G and/or P.E. and including vac-out data summary table, waste disposal manifest, laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	1-3	
B2	Conduct Quarterly Groundwater Gauging/Sampling Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none">▪ Copy of Remedial Action Progress Report sealed by P.G and/or P.E. and including vac-out data summary table, waste disposal manifest, laboratory analytical reports for groundwater samples, isoconcentration map(s), and groundwater elevation map	4-6	
B-3	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none">▪ 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	7-9	
B4	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none">▪ 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	10-12	

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B5	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none"> ▪ 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 	13-15	
B6	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none"> ▪ 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 	16-18	
B7	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none"> ▪ 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 	19-21	
B8	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none"> ▪ 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 	21-23	
B9	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none"> ▪ 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 	24-26	
B10	Conduct Quarterly Groundwater Gauging/Sampling (Attainment) Event for Seven (7) Wells and Prepare/Submit Quarterly Remedial Action Progress Report	<ul style="list-style-type: none"> ▪ 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 	27-29	
C	Soil Attainment Sampling	<ul style="list-style-type: none"> ▪ Copy of laboratory analytical report for soil samples ▪ Copy of soil data summary table 	30	

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D	Soil Vapor Assessment	<ul style="list-style-type: none">▪ Copy of laboratory analytical report for soil vapor samples▪ Copy of soil vapor data summary table	30	
E	Preparation and Submittal of Remedial Action Completion Report (RACR) (Draft RACR to be submitted to Solicitor and Technical Consultant two (2) weeks in advance for review)	<ul style="list-style-type: none">▪ Copy of final RACR with P.G. and/or P.E. seal▪ Copy of PADEP letter approving RACR	30-32	
F	Well Decommissioning and Site Restoration	<ul style="list-style-type: none">▪ Photodocumentation of decommissioned Wells▪ Letter report to PADEP with well abandonment logs, sealed by P.G.	33-36	

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**EXHIBIT D
SUPPORTING DOCUMENTS**

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