DRAFT

REMEDIATION AGREEMENT

PADEP Facility ID #:**[##-#####]** PAUSTIF Claim # :**[####-####(x)]**

This agreement ("Agreement") is entered into as of the _____day of _____**[Insert Year],** by and between **[Insert Claimant's Name]** ("Client"), with a principal place of business at **[Insert Address]** and **[Insert Environmental Consulting Firm]**, ("Consultant") with its principal place of business at **[Insert Environmental Consultant's Address]** (collectively, the "Parties").

RECITALS

WHEREAS, the Client is the [**select current/former**] [**select owner/operator**] of [**Insert Facility Name],** PADEP Facility ID# **[##-#####]**, located at **[Insert Address**], the "Site".

WHEREAS, the Consultant, a **[Insert State]** Corporation, performs environmental consulting work as an independent contractor.

WHEREAS, the Pennsylvania Department of Environmental Protection ("PADEP") has determined that corrective action including, but not limited to, site characterization, interim remedial measures and remediation, of a petroleum release at the Site is required ("Remediation").

WHEREAS, the Client reported a claim for coverage relating to the release to the Pennsylvania Underground Storage Tank Indemnification Fund ("PAUSTIF"), claim number **[####-####(x)]** ("Claim").

WHEREAS, PAUSTIF has determined the Claim is eligible for coverage from the PAUSTIF subject to the applicable statute and regulations including the payment of reasonable and necessary costs of corrective action at the Site.

WHEREAS, the Consultant has presented to the Client a proposal or bid response document for Remediation to be performed.

WHEREAS, the Client desires that Consultant perform the scope of work described in Exhibit A to this Agreement (the "Scope of Work") for an amount not to exceed the fixed costs described in Exhibit B.

WHEREAS, the Consultant desires to perform the Scope of Work described in Exhibit A to this Agreement for an amount not to exceed the fixed costs described in Exhibit B.

WHEREAS, the Client and the Consultant desire to submit the costs of Remediation to PAUSTIF for review and payment through PAUSTIF's third-party claims administrator, via payment requests and the supporting documentation specified in Exhibit B, to assure that payment is warranted based upon the conditions of this Agreement and subject to applicable laws and regulations including the limitation of the payment to the reasonable and necessary costs for Remediation, not to exceed the claim aggregate limit, and subject to applicable deductible and/or proration.

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

1. Recitals Incorporated

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

2. Responsibilities of Consultant

a. Consultant, as an independent contractor to Client, shall perform the Scope of Work (Exhibit A) in accordance with, and subject to, the other provisions of this Agreement.

b. The Scope of Work shall be performed in accordance with all applicable federal, state, and local rules and regulations including, but not limited to, the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program).

c. Consultant shall perform the Scope of Work for an amount not to exceed the Base Contract Price ("BCP") of **$[insert BCP]** plus any Cost Adders, Optional Milestones and/or Unit Costs, subject to all other provisions of this Agreement.

d. Consultant shall participate in periodic site meetings with the Client and PAUSTIF for site status updates. Consultant will be provided no less than ten (10) days written notice of the date, time, and location of the meeting by the Client/PAUSTIF through their third party administrator.

3. Responsibilities of Client

a. Client shall exclusively retain the services of Consultant to perform the Scope of Work, in accordance with, and subject to, the other provisions of this Agreement.

b. Client shall provide access for Consultant and its subcontractors to the Site, and shall enter into access agreements with other third party property owners, as necessary for Consultant 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, to PADEP, PAUSTIF, local governing authorities and others, 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 Scope of Work at the Site.

e. Client shall make a good faith effort to minimize any and all interference with the progress of the Scope of Work if the Site is remodeled or otherwise modified. Client shall also make a good faith effort to place this condition on third parties that are not a

party to this Agreement including, but not limited to, current owners, future owners, current operators, future operators, current lessees and future lessees.

4. Period of Performance

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

5. Standard of Care

Consultant shall perform the Scope of Work with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services under similar conditions in the same or similar locality. 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. Upon the completion of a milestone as described in Exhibit B, Consultant shall submit a payment request ("Payment Request") to the Client for approval using the form in Exhibit B.

b. Client shall, within thirty (30) days, review and approve, deny, or modify the Payment Request for PAUSTIF reimbursement and return it to Consultant. The Client approved or Client modified Payment Request shall then be submitted by the Consultant to the PAUSTIF for payment of reasonable and necessary costs. Client denied Payment Request shall not be submitted to PAUSTIF.

c. Client shall use the PAUSTIF to satisfy the Payment Request in connection with the performance of the Scope of Work under the following conditions:

   i. Client shall submit all necessary documentation to facilitate and permit Consultant direct payment from the PAUSTIF;

   ii. Should the PAUSTIF be temporarily suspended or permanently terminated, Client shall pay Consultant for any unpaid Payment Request plus interest, within thirty (30) days. Interest is calculated as 0.75% per month on outstanding amounts;

   iii. In all cases where Consultant is ultimately paid by the PAUSTIF for eligible amounts paid by Client, Consultant will refund to Client such amounts;

   iv. All payments made by PAUSTIF shall be subject to the claim aggregate, **[insert deductible and/or proration as applicable to this Agreement]**, and shall be subject to applicable laws and regulations. Client is responsible to pay any applicable deductible and/or proration;

   v. With the exception of the Client's applicable deductible or proration, Consultant accepts payment from PAUSTIF of PAUSTIF covered items as payment in full and cannot seek to recover any difference from the Client.

vi. Reimbursement shall be adjusted from stated fixed costs in Exhibit B for elements of the Scope of Work not actually performed.

d. The BCP may not be increased except upon the occurrence of a "New Condition" as defined in the Section titled "New Conditions" below and only in accordance with, and subject to, the provisions of this Agreement.

7. Insurance

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

i. Workers Compensation Insurance at the statutory limits, and Employer's Liability with a limit of not less than $1,000,000 each occurrence.

ii. Automobile coverage on all vehicles owned, hired, or used in performance of this Agreement with aggregate liability limits not less than $1,000,000 (Bodily Injury and Property Damage combined single limit).

iii. 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.

iv. Pollution Liability/Professional Liability at $1,000,000 each occurrence and $2,000,000 in the aggregate.

b. Consultant and Client shall each be solely responsible for obtaining and maintaining casualty and other applicable insurance as required by each respective party for the materials, equipment and property, including remediation equipment that each party owns.

8. Performance Product and Warranty

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

Consultant estimates that the demonstration of attainment with the approved PADEP standard for all compounds listed in the Scope of Work will commence following **[Insert number of quarters]** (**Insert number of months**) of operation after the start-up of the [**Remedial System]**. If such demonstration of attainment cannot be initiated within this defined schedule, Consultant shall conduct the pre-defined Additional Measures (as defined in Exhibit A) at no additional cost to Client. 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. Remediation Equipment and Property Loss or Damage

[The paragraph below must be modified if Client does not want equipment, such as trailers and other remediation equipment, and Consultant will retain ownership; or equipment is rented.]

Consultant owned materials, equipment and other property at the Site, that are used, constructed or installed for this Agreement, that are damaged or destroyed by acts of nature, improper design, improper installation, improper maintenance, improper operation, improper handling, theft, or vandalism are the sole responsibility of Consultant. All materials, equipment and other property at the Site are considered Consultant owned until Consultant is paid for the materials, equipment and other property, including through reimbursement by the PAUSTIF, unless the materials, equipment and other property are provided by the Client. Subsequent to payment by the Client, including reimbursement by the PAUSTIF, ownership of said materials, equipment and property shall reside with Client. Client shall be provided with the title to all trailers if trailer-mounted equipment is owned by the Client. Client shall have the benefit of all manufacturer warranties on materials, equipment and other property that it owns.

Client owned items used for the Agreement that are damaged or destroyed by acts of nature, theft, or vandalism are the sole responsibility of Client. The Consultant shall perform its duties and actions for this Agreement in such a way that Client owned materials, equipment and property shall not be damaged or destroyed by improper design, improper installation, improper maintenance, improper operation or improper handling to the extent that these actions are the responsibility of the Consultant as specified in the Scope of Work.

10. Non-performance by Consultant

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

a. Lack of continuous progress is considered a failure to meet the specifications of the Scope of Work. Continuous progress is defined as persistent and effective action on the part of Consultant done in furtherance of implementing the Scope of Work. If Client determines that continuous progress is not being made toward implementing the Scope of Work, Client may provide a written First Notice of Deficiency to Consultant and the PAUSTIF detailing the reasons for this determination. After sixty (60) days from date of the First Notice of Deficiency, Client may provide a written Second Notice of Deficiency to Consultant and the PAUSTIF, providing details regarding the ongoing lack of continuous progress. Consultant may be notified in writing by Client sixty (60) days after the date of the Second Notice of Deficiency, that the Consultant is in breach of contract and Client may terminate this Agreement or the PAUSTIF may withhold any further payment.

b. If the Agreement is terminated, Consultant shall be notified in writing that the Agreement has been terminated. Consultant shall submit Payment Request(s) for all reasonable and necessary costs of completed milestones in accordance with the Section titled “Fees and

Payment" within thirty (30) days of notification that the Agreement is terminated, and Consultant and Client shall have no further obligations under this Agreement.

c. All referenced written notices are to be sent via certified mail, return receipt requested, and first class mail.

11. New Conditions

a. A "New Condition" exists when one (1) or more of the following events occur and, as the result of such event, Consultant, Client or the PAUSTIF has demonstrated that the cost and/or period of time necessary to accomplish the Scope of Work is materially increased, or that it is no longer practicable to implement all or part of the Scope of Work:

i. The discovery of New Contamination (defined as any presence or release, or any portion of a presence or a release, of any regulated substance including, without limitation, a regulated substance that materially impacts soil, sediment, surface water, soil vapor, indoor air quality and/or groundwater quality that did not exist or was not identified in previous corrective action(s)). New Contamination includes, but is not limited to:

1) in the case of a Site with no separate phase liquid (SPL) in subsurface media in the two (2) years prior to the date of this Agreement, the detection of SPL that occurs after the date of this Agreement in one (1) or more monitoring points for two (2) or more consecutive quarters with a thickness of 0.01 feet or greater as measured by an interface probe;

2) regulated substances discovered after the date of this Agreement that are present in Site media in separate, dissolved, sorbed or volatile form that could not reasonably be anticipated at a petroleum release site including, but not limited to, dry cleaning chemicals, fertilizers, and combustion ash, and that cause a material impediment in performing the Scope of Work;

3) increases in concentrations in regulated substance(s) dissolved in surface water or groundwater greater than one hundred (100) times the maximum concentration of such regulated substance(s) measured during the two (2) years prior to the date of this Agreement, and present at more than one hundred (100) times the maximum concentration for two (2) or more consecutive quarters, provided that this increase cannot be attributed to the Remediation including, but not limited to, rebound caused by the deactivation of any and all remediation systems; or

4) migration of off-site contamination on to the Site that materially affects the Consultant's ability to perform the Scope of Work.

ii. Construction, remodeling or other reconfiguration of the Site to the extent that it materially impedes the performance of the Scope of Work;

iii. A release reported to the PADEP and/or the PAUSTIF from an Underground Storage Tank (UST) system(s) or surface spill that occurs after the date of this Agreement

and that materially impacts soil, sediment, surface water, soil vapor, indoor air quality, and/or groundwater quality;

iv. A release, past or present, from a UST system(s) present at the Site but not known to exist by Consultant and/or Client, or known to the Client but not revealed to the Consultant, on or before the date of this Agreement that materially impacts soil, sediment, surface water, soil vapor, indoor air quality and/or groundwater quality;

v. Promulgation of new, or change in interpretation of existing, federal, state, or local law, regulation, ordinance, guidance or written policy to the extent that it materially impedes the performance of the Scope of Work. This shall include material changes to laws and regulation that establish, implement and administer the PAUSTIF;

vi. Limits or changes to access to the Site or adjacent properties that occur after the date of this Agreement that materially impedes the performance of the Scope of Work;

vii. Demands, claims, lawsuits, regulatory enforcement actions and the like initiated by parties other than Client and Consultant that materially impedes the performance of the Scope of Work, including those tasks whereby the continued execution of this Agreement will result in, or has a credible possibility of resulting in, a third party lawsuit and/or enforcement action by the PADEP or other governmental agency;

viii. One (1) or more Site-Specific Assumptions provided in Exhibit A no longer remain true and accurate.

b. Upon the discovery or occurrence of a New Condition, the discovering Party shall notify the other Party and PAUSTIF in writing by certified mail, return receipt requested, and first class mail, describing the details and a summary of the expected impact to the Scope of Work of such New Condition within thirty (30) days of the discovery of the New Condition. Failure by the discovering Party to notify the other Party and/or the PAUSTIF within thirty (30) days of discovery of the New Condition shall grant the Party that should have received notification the right to terminate this Agreement.

c. Upon notification of a New Condition, Client, in consultation with PAUSTIF, shall within thirty (30) days choose to:

i. Terminate Agreement; or

ii. Request a modified Scope of Work and associated cost estimate from Consultant to address the New Condition(s) for Client's and the PAUSTIF's review.

d. Upon receipt of Client's request for a modified Scope of Work and associated cost estimate, Consultant shall within thirty (30) days choose to:

i. Prepare the requested documents and submit them to the Client and the PAUSTIF. Upon Client, PAUSTIF, and any necessary PADEP approval of the modified Scope of Work and associated cost estimate, a written Amendment to this Agreement shall be prepared and signed by both Parties. Upon execution of an Amendment, Consultant shall continue with the modified Scope of Work and perform the modified

Scope of Work in accordance with the terms agreed to in the executed Amendment. Client, in consultation with PAUSTIF, may choose to reject (not authorize) the modified Scope of Work and associated cost estimate to address the New Condition(s) prepared and submitted by Consultant. In this case, Client shall terminate this Agreement; or

ii. Decline the Client's request to prepare a Modified Scope of Work and associated cost estimate to address the New Condition(s), or the Consultant may fail to submit the documents within thirty (30) days. In either event the Agreement shall be terminated.

e. If the Agreement is terminated, the Party terminating the Agreement shall provide thirty (30) days written notice to the other Party by certified mail, return receipt requested, and first class mail. Consultant shall submit Payment Request(s) for all reasonable and necessary costs of fully and partially completed milestones in accordance with all other terms described in the Section titled "Fees and Payment" within thirty (30) days of notification that the Agreement is terminated, and Consultant and Client shall have no further obligations under this Agreement.

12. Indemnity

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

13. Site Closure

[Delete the paragraph below and replace with "Not Applicable." if the scope of work is not to closure.]

Consultant shall remove all Consultant owned materials, equipment and other property and arrange for the removal of all remediation-specific utilities from the Site within sixty (60) days of receipt of PADEP approval of its Remedial Action Completion Report (RACR) or Final Report, as applicable. Consultant shall properly seal and/or abandon all on-site and off-site remediation wells, monitoring wells, borings, trenches, and piping/utility runs and the like as part of corrective action and shall properly dispose of all corrective action related waste in accordance with all applicable requirements within sixty (60) days of receipt of PADEP approval of its RACR or Final Report, as applicable, except for those monitoring points necessary to implement a Post Remediation Care Plan (PRCP). Disruption of the Client's normal business shall be kept to a minimum. To the extent practical, the Consultant shall return the Site to the condition that existed prior to initiation of the Scope of Work. Conditions prior to initiation of the Scope of Work will be established with detailed site plans and photographic documentation.

14. Governing Law and Assignment

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

15. Modification

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

16. Mutually Agreed Termination

If both Parties agree to terminate this Agreement, then the Agreement shall be terminated upon each Party notifying the other Party and each Party separately notifying the PAUSTIF in writing by certified mail, return receipt requested, and first class mail. Consultant shall submit Payment Request(s) for all reasonable and necessary costs of fully and partially completed milestones in accordance with all other terms described in the Section titled "Fees and Payment" within thirty (30) days of notification that the Agreement is terminated, and Consultant and Client shall have no further obligations under this Agreement.

17. Integration and Severability

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

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

18. Order of Precedence

In the event of a conflict in the terms and conditions of this Agreement and the conditions on which it is based, the following order of precedence shall apply:

A. This Agreement including all Exhibits
B. Consultant's **[Title of Bid Response or Proposal**] dated **[Insert Date of Document]**
C. Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated [**Insert Date(s) of Documents**]
D. The Request for Bid Document dated **[Insert Date of Document]**
E. Other Contract Documents

The remainder of this page intentionally left blank.

19. 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 and first class mail, to the following addresses:

If to Client: **[Insert Facility Name]**
Attn: **[Insert Point of Contact]**
[Insert Street Address]
[Insert City], Pennsylvania **[Insert Zip Code]**

If to Consultant: **[Insert Environmental Consulting Firm Name]**
Attn: **[Insert Point of Contact]**
[Insert Point of Contact Job Title]
[Insert Street Address]
[Insert City], Pennsylvania **[Insert Zip Code]**

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by its duly authorized representative in two (2) identical counterparts on the day and year first above written.

For: **[Insert Facility Name]**

By: _____
Date

Name: _____

Title: _____

For: **[Insert Consultant Name]**

By: _____
Date

Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

The Scope of Work described in the Consultant's [**Title of Bid Response or Proposal]** dated **[Insert Date],** Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated **[Insert Date(s)]**, and the Request for Bid Document dated **[Insert Date]**, is incorporated herein, with the following exceptions:

- **[Insert Site Specific Information, deletions or additions to the SOW or "None"]**

Site-Specific Assumptions:

Assumptions are discussed in the Consultant's [**Title of Bid Response or Proposal]** dated **[Insert Date],** Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated **[Insert Date(s)]**, and the Request for Bid Document dated **[Insert Date].** However, for clarity and to facilitate administration of the Agreement, the only Site-Specific Assumptions that shall be considered under the Section of this Agreement titled "New Conditions" are as follows:

- **[Insert Site-Specific Assumptions (SSA) accepted by both parties or "None"]**
- [**Examples of SSAs are 'PADEP will not require more than 8 wells to be installed', or 'use of the farm road to reach off-site locations will be permitted'. SSAs are statements that are believed to be true and accurate as of the date of the Agreement and that will materially impact the Scope of Work and/or costs if, at some point during the period of the Agreement, the SSA is no longer true or accurate.]**

Provisions:

The following Provisions are agreed upon by both Parties. **[Provisions are agreements by both Parties that are not addressed by the main body of the Agreement. Optional costs and cost adders can be described here as well. Provisions will not trigger a "New Condition".]**

- **[Insert Provisions or "None"]**
- **[Examples: 'If this occurs then that will happen statements' such as "If groundwater data in the designated POC groundwater monitoring wells has been either non-detect or below SHS for four consecutive quarters, Consultant will petition PADEP to approve a reduction in the total number of groundwater attainment sampling events."; or "Should it be determined necessary to implement any of the Optional Cost Adders as described in the aforementioned documents, Optional Cost Adders will be billed consistent with Exhibit B of this Agreement."]**

Additional Measures:

- **[Define Additional Measures to be conducted pursuant to the Section of this Agreement titled "Performance Product and Warranty" or Insert "None"]**

EXHIBIT B
PAYMENT REQUEST AND SCHEDULE OF FIXED COSTS

[Modify table consistent with Scope of Work]

Milestone Identification		Supporting Documentation	Estimated Completion Month	Fixed Cost/ Payment Request Amount
A	Remedial Action Plan Final Design, Specifications, Procurement, Purchase of Equipment and Groundwater Monitoring	▪ RAP Final Design & Specifications ▪ DEP Approval Ltr of RAP ▪ Groundwater Sampling Report ▪ Documentation of Site Conditions Prior To Implementation of SOW	January 2014	$100.00
B	Remedial System Installation: Trenching & Piping and Groundwater Monitoring	▪ Design Specifications ▪ Vendor Invoices ▪ Groundwater Sampling Report ▪ Photo Documentation	January 2014	$100.00
C1	Remedial System O&M & Groundwater Monitoring	▪ Remediation Status Progress Report with Groundwater Sampling Results	January 2014	$100.00
C2	Remedial System O&M & Groundwater Monitoring	▪ Remediation Status Progress Report with Groundwater Sampling Results	January 2014	$100.00
D1	Attainment Sampling: Soil & Groundwater	▪ Soil & Groundwater Attainment Sampling Report	January 2014	$100.00
E	DEP Approval of Remedial Completion Report, and Post Remediation Activities/Site Restoration	▪ DEP Approval Letter of Remedial Action Completion Report ▪ Well Abandonment Report by Licensed Driller and PG ▪ Photo Documentation	January 2014	$100.00
			Base Contract Price	$600.00
Optional Milestones/Unit Costs/Cost Adders				
D3	Additional Attainment Sampling	▪ Groundwater Attainment Sampling Report	TBD	$100.00
UC1	Disposal of Contaminated Soil Cost per Ton	▪ Disposal Manifests	January 2014	$50.00/ton
CA1	Carbon Change Out	▪ Receipts	TBD	Actual Cost/Time and materials

EXHIBIT C
SUPPORTING DOCUMENTS

- Consultant's **[Title of Bid Response or Proposal**] dated **[Insert Date of Document]**
- Written Questions and Responses from the Third Party Reviewer that modify the Request for Bid Document dated [**Insert Date(s) of Documents**]
- The Request for Bid Document dated **[Insert Date of Document]**
- **[Specify Other Contract Documents]**