



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
PECFA BUREAU
P. O. Box 8044
Madison, Wisconsin 53708-8044
TDD #: (608) 264-8777
<http://www.commerce.state.wi.us>
<http://www.wisconsin.gov>

Jim Doyle, Governor
Cory L. Nettles, Secretary

Wisconsin Department of Commerce Bureau of PECFA

Bid Document

SECTION 1 - Scope of Work:

The Bureau of PECFA is seeking competitive bids to perform remedial action services on a petroleum release from a regulated petroleum product storage tank system. This bid is through a specified work scope. The site upon which bids are being solicited is:

Bid Round Number: 26
Comm Number: 54848-1295-19-A
BRRTS Number: 03-55-282548
Site Name: Auto Stop
Site Address: 119 W 9th St N Ladysmith WI

Project Manager: Bill Schultz
Project Manager address: 107 Sutliff Ave Rhinelander WI 54501
Project Manager phone: 715-365-8965
Project Manager e-mail address bill.schultz@dnr.state.wi.us

Bid Announcement Date	6/9/03
Questions or requests for information must be submitted in writing and received by:	6/23/03 4:00 PM
Responses to the questions will be posted (and if requested, sent in writing) by:	7/11/03
Bid End Date and Time:	7/25/03 by Noon

The case file including report(s) and other pertinent information upon which bids are being sought, and the qualified bid response, when determined, are available for inspection at:

Department of Natural Resources, 107 Sutliff Ave, Rhinelander WI

Please contact the project manager listed above for an appointment.

Copies of report(s) and other pertinent information may be available for purchase at the location listed below. If pertinent information is not available, please contact the project manager

The Copy Shop, 310 Stuntz Ave, Ashland WI 54806

Phone: 715-682-6567

Fax: 715-682-6551

SECTION 2 – Site-Specific Bid Specification Requirements:

A) Project Manager Comments

1) General Comments:

The site is presently an active gas station and convenience store located at 119 West 9th Street North (the southeast corner of the intersection Wis. Highway 27 and US Highway 8) in the city of Ladysmith. Three separate LUST sites have been identified on the other three adjacent corners of the same intersection (Hwy. 8 and Hwy. 27). Both the Doug's Tire site (54848-1215-11/03-55-000408) located on the northeast corner and the Jennerman Amoco site (54848-1207-01/03-55-000592) located on the northwest corner have free product present on site. The Weisenberger Realty site (54848-1298-00/03-55-000210) located on the southwest corner has known petroleum contamination.

NOTE TO BIDDERS: The files for the adjacent Doug's Tire and the Jennerman sites, as well as the remainder of the case file for the Auto Stop site, are available for review at the WDNR Service Center in Rhinelander by appointment with the Janet Kazda (715-365-8990). The file for the Wiesenberger Realty site is available for review at the Department of Commerce office in Madison, by appointment with Kristi Hammes (608-267-3753). Copies of the files/SI Reports for the adjacent sites are not available at the Copy Shop. Permission for access to monitoring wells associated with adjacent sites for use at the Auto Stop Site, can be obtained.

The site has operated as a gasoline service station since the 1960's. In 1982, four tanks and associated piping were removed and replaced with upgraded tanks and piping. Petroleum contamination was discovered at the site during SI activities conducted at the Doug's Tire site to the North. Two monitoring wells (W6 & W7) installed for the Doug's Tire SI were located on or just north in the ROW of the Auto Stop property and have consistently had lesser amounts of free product in them than in MW-200. The free product measured in these wells is thought to be associated with the Auto Stop. A responsible party (RP) letter was sent by the DNR to the Auto Stop property owner dated November 2, 2001.

Thirteen soil borings were completed at the site between December 19, 2001 and October 15, 2002. The results of the boring indicates that one native stratigraphic soil unit is present in the upper 37 feet of soils. This stratigraphic unit consists of sand to silty-sand glacial till associated with the Copper Falls Formation. Soil analytical results indicate ch. NR 720, Wis. Adm. Code Residual Contamination Level (RCL) exceedences in soil borings B100, B200, B300, B400, and B800. Soil analytical results indicate Chapter NR 746 Table 1 exceedences in soil borings B100.

Eleven of the soil borings were converted into monitoring wells. The site is located near a groundwater divide. At the site, groundwater flow has been determined to be northeast at a depth of 11-25 feet, but directly south of the property the groundwater flow is to the southeast. Analytical results indicated groundwater exceedences in MW100, MW300, MW700, and MW800. Free product was identified in monitoring well MW200 and MW400. Because of the known groundwater contamination from adjacent sites to the west, northwest and north further investigation in those areas was not deemed necessary. The extent of contamination has been established toward the south and east.

Interim action (free product removal) was conducted at the site from 12/19/01 to 11/27/02. During that time free product was removed from MW200 and MW400 on a regular basis with a disposable bailer. MW200 typically had about 30-36 inches of free product present in the well prior to each bailing event. A total of 252 gallons of free product were removed during the 11 months of interim action. The product thickness in MW400 varied from 1/4 of an inch to 15 inches and a total of 9 gallons of free product was recovered during the interim action.

2) The following Environmental Factor(s) were identified in the Site Investigation Report for this site:

- ☐ Documented expansion of the plume margin.
- ☐ Verified contaminant concentrations in a private or public potable well that exceeds the preventive action limit established under ch. 160, Stats..
- ☐ Contamination within bedrock or within 1 meter of bedrock.
- ☒ Petroleum product that is not in the dissolved phase is present with a thickness of .01 feet or more, and verified by more than one sampling event.
- ☐ Documented contamination discharges to a surface water or wetland.

3) Minimum Remedial Requirements:

Conduct active free product removal in the area of MW 200, MW 400, W6 and W7 to remove free product to the maximum extent practicable. This action(s) should commence as soon as possible and be continued for 18 months or until no free product accumulates in the monitoring wells. Free product removal from the four monitoring wells identified above on less than a once per month basis will not be considered an active free product removal action in regards to this bid specification, and therefore will not be considered compliant with this bid specification. If free product removal includes the use of absorption canisters, at a minimum the canisters shall be removed and replaced every 30 days.

Free product removal shall be conducted in a manner that minimizes the spread of contamination into previously uncontaminated zones using recovery and disposal techniques appropriate to the hydrologic conditions at the site or facility.

Free product removal systems shall be designed to abate free product migration. Any flammable products shall be handled in a safe and competent manner to prevent fires or explosions and properly reuses or treats discharges of recovery byproducts in compliance with applicable state and federal laws.

In conjunction with the 18 months of active free product removal, six quarterly rounds of groundwater monitoring shall be conducted. Monitoring shall include analyses for PVOs, naphthalene and Pb, and appropriate field and laboratory natural attenuation parameters. Monitoring wells MW100, MW200, MW300, MW400, MW500, MW600, MW700, MW800, and W6 and W7 associated with the Doug's Tire SI that do not have free product at the time of sampling shall be sampled on a quarterly basis for all six round. Monitoring well MW900 and MW1000 shall be monitored in round 1, round 4 and round 6 (monitoring well MW 1100 is an extra up-gradient monitoring well which will not need to be monitored). Free product thickness measurements shall be measured and tabulated prior to

any free product removal action. This includes monitoring wells MW-200, MW-400, as well as W6 and W7 associated with Doug's Tire SI. Water level elevations shall be measured at every monitoring well listed in this bid specification, during each of the six sampling events.

Semiannual progress reporting shall be submitted in accordance with s. NR 724.13(3), Wis. Adm. Code, using Form 4400-194, on a semiannual basis. The reports should include: groundwater monitoring results, the amount and rate at which free product was removed at each well, the method used for product removal, and the corresponding site water level measurements. The final report shall also include the estimated amount of free product remaining (if any), tabulated historical measured free product, tabulated historical ground water monitoring data for each well, a statistical analysis of increasing or decreasing trends of monitoring results, and recommendations for obtaining closure at the site.

B) Bidder's Strategy for Remedial Action

- 1) Identify the remedial strategy for a specified work scope.
- 2) Specifically describe what element of your proposed strategy will address the environmental factors/risk factors listed above. Also describe how, when, and why it will address them.
- 3) Provide a detailed description of the work to be performed. The description shall provide sufficient detail to establish that the proposed strategy will be successful in achieving a specified work scope identified above.
 - a) The detailed description may include, but is not limited to the following:
 - Technologies
 - Estimated years of operation
 - Estimated tons of soil
 - Approximate geometry/depth of excavation
 - Reporting details
 - Estimated years of monitoring
 - Frequency of sampling/number of wells/parameters
- 4) Specifically describe how you will address off-site contamination, if applicable.
- 5) Specifically describe how you will address any direct contact hazards, if applicable.

SECTION 3 - Conditions of Bid:

The successful bidder will be the entity that complies with all provisions of the bid specification and provides the lowest total cost, excluding interest and claim preparation costs, for the site-specific bid specification requirements described in Section 2. PECFA funding under s. 101.143, Stats., will terminate when the responsible agency determines that institutional controls and notices, if utilized, would achieve a closed remedial status. PECFA funding will terminate regardless of whether the responsible party or other properties accept an institutional control and notices as required under §NR 726 Wis. Admin. Code. In preparing the bid, the bidder must assume compliance with all applicable codes, including but not limited to §Comm 46, §Comm 47, and §NR 700 Wis. Admin. Codes.

The successful bidder will be determined based upon conformance to and competitiveness under the bid protocol. The first determination will be whether the bidder has complied with all provisions of the bid. These bids will be considered responsive. From the responsive bids, the lowest total cost bid with an approvable approach to a specified work scope will be determined. Claim preparation costs will not be a part of the cost cap established by this bid. These costs (\$500 maximum per claim submittal) are still eligible for PECFA reimbursement and Commerce encourages timely claim submittals at appropriate milestones. Therefore, bidding consultants should not include claim preparation costs in their bid responses.

The successful bid will be available to be viewed at the location identified in Section 1. If two or more bidders tie in the cost comparison, the bid with the lowest consulting cost will be used as the tiebreaker. All bid documents must be signed and sealed by a Professional Engineer, Professional Geologist, Hydrologist or Soil Scientist licensed by the State of Wisconsin Department of Regulation and Licensing.

The Department reserves the right to reject any and all bids that meet any of the following conditions:

- The Department believes the remedial strategy is not appropriate to a specific geologic setting.
- From the standpoint of program operations or regulatory responsibility, the Department determines it is in the best interest of the program to not accept any or all bids.

Any proposed technology or methods used in the remediation must be allowed for use in the State of Wisconsin and approvable by the Department with jurisdiction (Natural Resources or Commerce).

The name of the successful bidder, bid amount, proposed outcome and supporting documentation will be provided to the site claimant along with instructions to inform the PECFA program in writing of their intent to either:

- Use the lowest identified bidder or
- Use another service provider.

In either case, PECFA reimbursement is capped at the dollar amount of the successful bid.

A successful bid does not mean or guarantee that all costs in a resultant claim are eligible, reasonable, necessary or reimbursable under the PECFA program.

If a bidder fails to comply with a bid provision the bid response will be determined to be non-responsive. If the bid response is responsive, but not the lowest cost service provider with an appropriate approach, it will be determined to be “non-successful.” Non-responsive and non-successful bidders will not be individually informed of their failure to achieve compliance with the bid specifications or to be the lowest bidder.

The successful bidder may be required to provide input to, and attend a meeting with the PECFA program and the claimant to explain the bid and the remedial approach.

Appeals, by bidders, of decisions regarding complying bids or costs are not allowed, as they do not constitute claimant reimbursement decisions under the PECFA program.

In compliance with this invitation to bid and subject to all conditions thereof, the signatory agrees to the following:

- If the signatory's bid is determined to be successful, the signatory must, within 15 days of the Department's notification, contact the claimant and confirm that they will provide the remedial services at the cost described within the Bid Response.
- That for a period of 90 days, starting with the Department's notification to the claimant, the signatory will hold firm their commitment to provide the remedial services and prices set forth in the Bid Response.

Failure to abide with the conditions stated above may result in exclusion from future PECFA Public Bidding events.

Questions, answers and interpretations will be considered an amendment of this solicitation. All answers and interpretations shall be in writing from the Program Manager identified in Section 1 of this solicitation. Neither the program nor the Department shall be legally bound by any amendments or interpretations that are not in writing. Bidders are not to contact other personnel located within the Department of Commerce/Bureau of PECFA concerning the site or the bid solicitation between the Bid Announcement Date and Bid Ending Date. After the date by which questions must be submitted by, identified in Section 1, no further questions will be addressed.

A written response will be provided at: <http://www.commerce.state.wi.us/ER/ER-PECFA-SiteBidding.html> (and mailed to all requesters of the bid package who are not able to access the web site, and who therefore request written correspondence from the program contact).

SECTION 4 - Closure Specifications – If Applicable:

A bid submitted must provide the total cost, excluding interest but including all closure costs, for the remediation up to approval as a closed remedial action status identified below:

Unrestricted Closure
Closure with a NR 140 exemption
Closure with GIS Registry*
Closure with deed notice*
Closure with deed restriction*
Closure with NR 720.19 soil standards

Performance based NR 720.19 closure
Closure with site-specific conditions
Closure under NR 726.07
Closure under Comm 46/NR 746
Mass reduction

* **Note:** *PECFA funding under s. 101.143, Stats., will terminate when the responsible agency determines that institutional controls and notices, if utilized, would achieve a*

closed remedial status. PECFA funding will terminate regardless of whether the responsible party or other properties accept an institutional controls and notices as required under NR 726. PECFA eligible costs may include all closure costs, up to approval as a closed remedial action (i.e. monitoring well abandonment) that are otherwise eligible for reimbursement.

If the PECFA maximum award for the site/occurrence is not believed to be adequate to remediate the site/occurrence to a closed or no further remedial action status, that belief must be specifically noted in the bid and the remedial effort that will be achieved by the bid amount. For the purpose of the competitive bid the contaminant mass is determined to be: **Not Applicable**. The basis for specifying the progress shall be contaminant mass reduction and be based upon the mass reduction at the following points on the site:

Not Applicable

If the site is reasonably expected to exceed its cap under the PECFA program, bidders may propose mass reduction, the lowest bidder will be determined on the basis of a cost per mass reduction ratio. If some bidders propose mass reduction and others propose costs to bring the site to a closed remedial action or no further action status, selection will be from those bidders proposing a closed or no further action result.

SECTION 5 - Instructions to Bidders:

By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of successful bidder, bidders shall not discuss the bid or bid process except with the program contact designated in this solicitation. Bidders shall not discuss or attempt to negotiate with the claimant, other potential bidders or program staff any aspects of the bid without prior approval of the Project Manager specified. Infractions will result in rejection of the violator's bid and may also result in disqualification of the individual to provide bids and a formal complaint being lodged with the Department of Regulation and Licensing.

The bid submitted shall address all the site specific bid specification requirements identified in Section 2. The bid shall support in detail the strategy to achieve a specified work scope, or remedial mass reduction goal if applicable. A full remedial action plan is not required as part of the bid submittal. A full remedial action plan may be requested by the program.

If access to the site is necessary for the preparation of a bid, access shall be arranged through the Project Manager. If the Project Manager is not able to arrange site access, this fact will not delay the bid process or negate the comparison and potential selection from among the bids that are submitted. All costs associated with a site visit or preparation of a bid will be the responsibility of the bidder.

The Bid Process must conform to the following:

1. If applicable, the closed remedial or no further action status to be achieved must be stated using the options available from the list provided in Section 4.
2. Indicate in the Bid Response a contaminant mass reduction proposal if the PECFA maximum award is not believed to be adequate to remediate the site/occurrence.
3. The Bid Response shall address all the site specific bid specification requirements identified in Section 2 and shall support in sufficient detail and succinctly the remedial strategy.
4. The total cost (in dollars) to accomplish the stated remedial goal, including all fees, reporting cost, pre and post closure costs and costs for establishing restrictions or institutional controls but, excluding claim preparation costs, interest, and investigation costs.
5. The costs specified in #4 shall separately identify consulting (non-commodity) costs.
6. The submittal must include an original and two (2) copies of the Bid Response documents signed and sealed by a Professional Engineer, Professional Geologist, Hydrologist or Soil Scientist licensed by the State of Wisconsin. Include the appropriate registration number of the professional license.
7. Bids can not be "faxed" directly to the program. Documents received by fax will not be accepted or considered.
8. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening. It is the bidder's sole responsibility to insure that these documents are received by the contact at the time indicated in this solicitation document.
9. All specifications or descriptive papers provided with the bid submission must include the bidder's telephone number and Commerce number thereon. Identify the name of the consulting firm on the 1st Page of the Bid Response.
10. The Commerce Number must be on the outside of the envelope in which the bid is submitted. The Department assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number will be placed directly under locked security until the date and time of opening. Include only one Bid Response (an original and two (2) copies) per envelope.
11. Correction of errors on the bid form: All prices and notations shall be printed in ink, typewritten or computer printed. Errors shall be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of correction fluid will be cause for rejection. No bid shall be altered or amended after the time specified for the bid end date.
12. Bidders are not to contact other personnel located within the Department of Commerce/Bureau of PECFA concerning the site or the bid solicitation between the Bid Announcement Date and Bid Ending Date.
13. Any proposed technology or methods used in the remediation must be allowed for use in the State of Wisconsin and approvable by the Department with jurisdiction (Natural Resources or Commerce).

14. From the standpoint of program operations or regulatory responsibility, the Department determines it is in the best interest of the program to not accept any or all bids.
15. If bidders consider the bid response to be proprietary information and exempt from disclosure, each part of the Bid Response must clearly marked *CONFIDENTIAL*. If any part is designated as confidential, there must be attached to that part an explanation of how the information is proprietary. The Department reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, Department or its agents for its determination in this regard.
16. The Bid Response must be appropriate to the site geologic setting.
17. Ambiguous bids, which are uncertain as to cost, time or compliance with this solicitation, will be rejected.
18. The Department reserves the right to reject any and all bids, and/or to cancel this solicitation at any time.
19. Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. The failure or omission of a bidder to acquaint themselves with existing documented conditions shall in no way relieve any obligation with respect to this bid.
20. All amendments to and interpretations of this solicitation shall be in writing from the Project Manager. Neither the Department nor the program shall be legally bound by any amendment or interpretation that is not in writing.
21. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the program in writing so as to be received five days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

BID RESPONSE
(1st Page)

Department of Commerce PECFA Program

SITE NAME: Auto Stop
COMMERCE NUMBER: 54848-1295-19
BRRTS NUMBER: 03-55-282548

Submit Bid To Cathy Voges
Department of Commerce PECFA Program
201 W Washington Ave, Madison WI 53703-2790 or
P.O. Box 8044, Madison WI 53708-8044

Bidder Company: _____
Bidder Address: _____

Telephone () - _____
Number:
Fax Number: () - _____
e-mail Address: _____

Bidder: (check one that applies):

_____ Professional Engineer	_____ License #
_____ Professional Geologist	_____ License #
_____ Hydrologist	_____ License #
_____ Soil Scientist	_____ License #

Seal

Signature: _____

I certify that I have the authority to commit my organization or firm to the performance of the bid I have submitted.

Print Name: _____

Title: _____

Total Bid Cost \$ _____

Total Consulting Cost (subpart of Total Bid) \$ _____

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m)].

BID RESPONSE

(2nd Page)

Department of Commerce PECFA Program

SITE NAME:	Auto Stop
COMMERCE NUMBER:	54848-1295-19
BRRTS NUMBER:	03-55-282548

Consulting Firm phone number () ____-____

This response must address all of the site-specific specifications identified in Section 2, and shall support in detail the remedial strategy. Attach additional pages if necessary. *The Commerce Number and Consulting Firm telephone number must be included on all additional pages.*

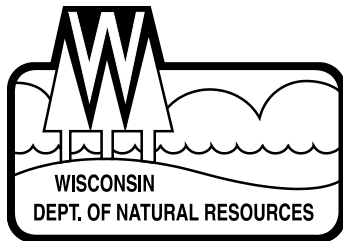
BID RESULTS
AUTO STOP
54848-1295-19
03-55-282548

Consulting Firm	Tech Proposed	Closure Type	Total Cost	Qualified?
Cedar	FP removal and GW sampling	SOW	\$13,987.00	Yes
Advent	NR	NR	\$14,169.00	NR
ECCI	NR	NR	\$14,543.00	NR
Ecometrica	NR	NR	\$16,770.00	NR
Bay Environ	NR	NR	\$17,900.00	NR
REI	NR	NR	\$18,083.00	NR
Advanced	NR	NR	\$19,593.12	NR

NR – Not Reviewed

Bid Reviewers:

DNR: Bill Schultz
Commerce: Shawn Wenzel
Previous Consulting Firm: Northern
Successful Bidder: Cedar
Consulting Firm Utilized: Cedar Corp



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
William H. Smith, Regional Director

Northern Region Headquarters
107 Sutliff Ave.
Rhinelander, Wisconsin 54501-3349
Telephone 715-365-8900
FAX 715-365-8932
TTY 715-365-8957

August 11, 2003

Mr. Steven Clark
Ladysmith Auto Stop
PO Box 429
Ladysmith, WI 54848

RE: **Bid Response for Scope of Work - Round 26**

WDNR BRRTS # 03-55-282548 Commerce # 54848-1295-19
Ladysmith Auto Stop, 119 W Ninth St., Ladysmith

SCOPE OF WORK:

Free product recovery and GW monitoring

PUBLIC BID END DATE: July 25, 2003

\$ 13, 987.00 Approved cost cap to complete scope of work.

The Wisconsin Department of Commerce (Commerce) has established a PECFA reimbursement cost cap using the bid responses from the Commerce bid process. Cedar Corporation provided a compliant bid response with the lowest total cost to complete the prescribed scope of work. This consulting firm is considered the successful bidder. Scott McCurdy of Cedar Corporation can be contacted at:

Cedar Corporation	Phone: 715.235-9081
604 Wilson Ave.	Fax: 715. 235-2727
Menomonie, WI 54751	E-Mail:

In compliance with the invitation to bid, Cedar Corporation has agreed to contract with the claimant to furnish the items/services quoted. The services and associated costs, as set forth in the bid response, will be held for 90 days from the date of this letter. The work performed must comply with applicable Wisconsin Statutes and Administrative Codes, including, but not limited to Comm 47, NR 700 series, and Comm 46.

Regardless of the service provider you select, the total bid cost of the successful bid establishes your PECFA reimbursement cap. If you select the successful bidder and there are circumstances that prevent them from completing the full extent of the scope of work for the approved cost cap, Commerce will consider modifying the established cap. Consistent with existing rules, the consultant must notify Commerce prior to exceeding the cost cap. Be aware that if you select a consulting firm other than the successful bidder to carry out the scope of work, Commerce **will not** consider modifying the cost cap.

Complete and return the enclosed form to the PECFA Program Assistant informing Commerce of your intent to either:

1. Use the successful bidder, or
2. Use another PECFA registered consulting firm.

- Comm 47.01(3) INTENT OF PECFA. (a) The PECFA fund does not relieve a responsible party from liability. The individual or organization responsible for a contaminated property shall carry out the remediation of that property. PECFA's role is to provide monetary awards to responsible parties who have completed and paid for PECFA-approved remediation activities and services. The availability or unavailability of PECFA funding shall not be the determining factor as to whether a remediation is completed.
- The approval does not guarantee the reimbursement of costs. Final determination regarding the eligibility of costs will be determined at the time of claim review.

If you have any questions, please contact me in writing at the letterhead address or by telephone at Phone Number.

Sincerely,

William Schultz, Engineer
DNR Project Manager
(715) 365-8965

Enclosures: Bid Response (Claimant only)
Notification of PECFA Consultant Selection

cc: Scott McCurdy, Cedar Corporation
Shawn Wenzel, Commerce Project Manager (via e-mail)
Case File

Notification of PECFA Consultant Selection

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m)].

Please return as soon as possible to the address below:

Cathy Voges
PECFA Bureau
Environmental & Regulatory Services
P.O. Box 8044
Madison, WI 53708-8044

Site Name: _____

Commerce #: _____ - _____ - _____ - _____

WDNR BRRTS #: _____ - _____ - _____ - _____

I, _____, have contracted with a consulting firm to complete the activities required in the Bid Document.

(Please check the one that applies)

____ I have contracted with the successful bidder* identified in the Bid Response Letter.

____ I have contracted with a consulting firm other than the successful bidder identified in the Bid Response Letter. The name, address, and telephone # of the firm are:

Consulting Firm Name: _____

Consultant Contact Name: _____

Address: _____

Telephone #: _____

Note: By selecting a consulting firm other than the successful bidder, you acknowledge that Commerce will not consider modifying the cost cap established through the Bid Process.

Date contract was signed with selected consulting firm: _____

(Claimant Signature)

(Date)

* The successful bidder is the entity who complies with all of the Bid Document provisions and provides the lowest total cost to complete the scope of work or meet a defined site closure or no-further-action status.

ERS-10775(N.6/03)