

Fort Drum

Performance Work Statement (PWS) PFC Treatment – Old Fire Training Area Fort Drum, NY 20 January 2017

1.0 Background and Introduction

The Training Pit area consisted of an 80 foot diameter concrete basin with a drainage system and underground storage tank. The pit was removed and backfilled in the summer of 2016. On October 27, 2016 the Fire Pit Drainage System was removed, consisting of a tank and oil water separator that extended to 10- 12 feet below ground surface. During the drainage system removal action it was observed that the pipe was breaking apart, so a series of test pits were dug out along the line with soil samples taken for VOC and PFC analysis.

Historically fuel was poured into the pit and ignited, fire fighters would practice extinguishing the fires. One such practice for extinguishing the fires was to employ the use of Aqueous Film-Forming Foams (AFFF) which contained Perfluorinated Compounds (PFCs) as a principle compound. Fuels used included waste Petroleum, Oil, & Lubricants (POL) products, POL contaminated materials, JP-4, gasoline and diesel fuels. An investigation conducted in 1990 as part of the Resource Conservation and Recovery Act (RCRA), the Facility Assessment (RFA) did not indicate impacts to the environment from operations POLs or related constituents. PFCs that may have been present in the fire-fighting foam were not identified (and not known) as potential constituents of concern during the 1990 investigation.

Due to the known use of PFC containing AFFF at this site and initial spring 2016 Fort Drum potable water quality PFC sampling results from nearby potable wells 7 and 11, there was a risk of possible groundwater contamination. Therefore, a set of 4 wells were installed on the former Training Pit site in August 2016 for groundwater sampling and analysis for PFCs and VOCs as a screening level investigation. There were no VOCs associated with fuel related analytes detected. For PFCs all wells had detections and nearly all concentrations were very high. The dilution factor for many of the samples were extremely high due to the high concentrations, particularly for PFOS and PFOA. With dilution factors of 90 to 100 the concentrations in groundwater are greater than the results, as the actual results exceeds the instrument range even with the dilutions. The range of results for PFOS is >1500 ng/L to >4800 ng/L. The range of results for PFOA is 150 ng/L (MW-4) to >2100 ng/L.

Prior to execution of field activities for the PFC screening level investigation the Ft. Drum Directorate of Public Works conducted a sampling event on 9-June-2016 at the project site. Field samples that were collected for analysis during this effort were from various locations around and immediately under the concrete rim of the Fire Training Pit, all matrices were soil. Samples of the sludge and water perched in the pit were also collected for analysis. Results from this sampling event showed high levels of perfluorooctane sulfonate (PFOS) in the range of 150 to 11000 ng/g and low to high levels of perfluorooctanoic acid (PFOA) in the range of 1.3 to 200 ng/g.

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Due to the results collected from the initial screening level event and soil sampling event, a site characterization of the overall contamination is currently being completed by the USACE-Baltimore District. Results of this investigation will be provided when obtained. The main objective of this procurement is to maintain hydraulic control of the PFC contamination and prevent PFC contamination from traveling off site.

2.0 Types of Services Required

This PWS includes environmental services. These services include, but are not limited to:

- Workplan/APP-SSHP preparation
- Install, operate, maintain, and monitor a Granular Activated Carbon (GAC) system
- Quarterly Groundwater monitoring
- Groundwater Chemistry Analysis
- Summary Reporting
- Complete and Engineering Estimate/Cost Analysis (EE/CA)
- Investigations
- Possible Interim Corrective Measure/Pilot Test

3.0 Performance Objectives and Standards

The following shall be furnished; all labor, materials, and equipment necessary to meet the performance objectives and standards identified in Table 1 below.

Table 1: Performance Objectives Summary

<i>Performance Objective</i>	<i>Performance Measure</i>
Task 001: Approved Project Management Plan (PMP): <ul style="list-style-type: none">• Draft PMP within 30 calendar days of contract award,• Final PMP within 15 calendar days of receipt or COR comments on the drafts.	Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.
TASK 002 – Complete an Engineering Evaluation/Cost Analysis (EE/CA) within 18 months at the FTA.	Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.

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<p>TASK 003 – Install, operate, maintain, monitor, and optimize a Granular Activated Carbon (GAC) system to treat and prevent migration of PFCs for one year from contract award at the Ft Drum, NY Fire Training Area (FTA):</p> <ul style="list-style-type: none"> • Complete monthly monitoring of the system. <p>*The purpose of the system is to gain hydraulic control of the PFC contamination prevent PFC contamination from traveling off site.</p>	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.</p>
<p>TASK 004 – Complete quarterly groundwater monitoring and reporting at the FTA for FY17.</p> <ul style="list-style-type: none"> • Document all field activities. • Document sampling results. 	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.</p>
<p>Task 005 – Complete an Remedial Investigation (RI) within two (2) years from contract award at the:</p> <ul style="list-style-type: none"> • Ft Drum, NY Fire Training Area (FTA). 	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.</p>
<p>TASK 006 (option) – Operate, maintain, monitor, and optimize the Granular Activated Carbon (GAC) system to treat and prevent migration of PFCs for FY18.</p> <ul style="list-style-type: none"> • Complete monthly monitoring of the system. 	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.</p>
<p>TASK 007 (option) – Complete quarterly groundwater monitoring and reporting at the FTA for FY18.</p> <ul style="list-style-type: none"> • Document all field activities. • Document sampling results. 	<p>Army acceptance through the Contracting Officer's Representative (COR) and</p>

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	Regulator acceptance.
<p>Task 008 (option) - Operate, maintain, monitor, and optimize the Granular Activated Carbon (GAC) system to treat and prevent migration of PFCs for FY19.</p> <ul style="list-style-type: none"> • Complete monthly monitoring of the system. 	Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.
<p>TASK 009 (option) – Complete quarterly groundwater monitoring and reporting at the FTA for FY19.</p> <ul style="list-style-type: none"> • Document all field activities. • Document sampling results. 	Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.
<p>Task 010 (option) - Operate, maintain, monitor, and optimize the Granular Activated Carbon (GAC) system to treat and prevent migration of PFCs for FY20.</p> <ul style="list-style-type: none"> • Complete monthly monitoring of the system. 	Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.
<p>TASK 011 (option) – Complete quarterly groundwater monitoring and reporting at the FTA for FY20.</p> <ul style="list-style-type: none"> • Document all field activities. • Document sampling results. 	Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.

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<p>Task 012 (option) - Operate, maintain, and optimize the Granular Activated Carbon (GAC) system to treat and prevent migration of PFCs for FY21.</p> <ul style="list-style-type: none"> • Complete monthly monitoring of the system. 	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.</p>
<p>TASK 013 (option) – Complete quarterly groundwater monitoring and reporting at the FTA for FY21.</p> <ul style="list-style-type: none"> • Document all field activities. • Document sampling results. 	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.</p>
<p>Task 014 (option) - Complete an Interim Corrective Measure/Pilot Test to treat PFCs at the FTA, not to exceed \$300,000.</p>	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance</p>
<p>Task 015 (option) Complete a Site Inspection at the former Fire House to determine the presence or absence of PFCs in soil and groundwater.</p>	<p>Army acceptance through the Contracting Officer's Representative (COR) and Regulator acceptance.</p>

4.0 Project Management

The performance based approach requires careful coordination of project activities to ensure that all stakeholders are kept informed of the project status, existing or potential problems, and any changes required to prudently manage the project and meet the needs of the Installation's project stakeholders and decision-makers. The Contractor shall be responsible for the following project management activities:

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4.1 *Project Schedule*

A current Activity-Based Schedule will be provided that fully supports the technical approach and outlines activities and milestones to support and manage completion of the performance objectives in this PWS.

4.2 *Milestone Presentations*

All milestones must have a defined means for demonstrating completion in order to facilitate certification and approval of this PWS.

Major Milestones are below (but not limited to):

- Approval of the Final Project Management Plan
- Approval of Final Work Plan(s)
- Completion of the remediation install
- Completion of the quarterly sampling
- Lab Analysis
- Approval of Final Summary Report

4.3 *Environmental Requirements*

The following shall be identified; all applicable federal, state and local laws and regulations; applicable Installation-specific orders, agreements, or rules; and perform its work in accordance with said authorities. All activities performed by the Contractor's personnel, subcontractors and suppliers are executed in accordance with said authorities. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the COR and Installation telephonically and then by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with applicable laws and regulations. The Contractor shall obtain all permits, licenses, approvals, and/or certificates required or necessary to accomplish the work. When the work to be performed requires facility clearances, such as digging or drilling permits, the Contractor shall obtain such clearances and/or permits, with the assistance of the installation point of contact, prior to any drilling or excavating operations. The Contractor shall coordinate all such work with Installation maintenance personnel prior to performing work. Contractors on environmental sites are required to perform their own utility checks based on Installation-supplied utility maps. The Contractor shall comply with all Installation- or site-specific time and procedural requirements (federal, state, and local) described in the permits obtained. The Army technical experts will also independently review Contractor work to ensure compliance with all applicable requirements.

The Contractor shall review and fully understand "Executive Order 13423 -- Strengthening Federal Environmental, Energy, and Transportation Management," in particular those requirements pertaining to environmental management system (EMS). The Contractor shall also be required to review and adhere to the installation's environmental management system, including the environmental policy and significant aspects / impacts.

The Contractor shall consider and implement green response/remediation strategies and applications to maximize sustainability, reduce energy and water usage, promote carbon

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neutrality, promote industrial materials reuse and recycling, and protect and preserve land resources, consistent with DOD's Policy on Consideration of Green and Sustainable Remediation Practices in the Defense Environmental Restoration Program. The contractor shall present green remediation options and approaches in its work plans.

4.4 *Health and Safety Requirements*

Prior to beginning any field work, prepare and implement a written Safety and Occupational Health (SOH) Program which includes an Accident Prevention Plan (APP) and Site Safety and Health Plan (SSHP). The SOH program shall be compliant with federal, state, and local laws and regulations and accepted by USACE. As a minimum, the APP and SSHP shall be prepared in accordance with Engineering Manual (EM) 385-1-1, Appendix A (APP), Section 28.B (SSHP), and include all other pertinent sections of the manual.

At a minimum, the SSHP shall contain the following elements: site description and contaminant characterization, safety and health hazard(s) assessment and risk analysis, safety and health staff organization and responsibilities, site specific training and medical surveillance parameters, personal protective equipment (PPE) and decontamination facilities and procedures to be used, monitoring and sampling required, safety and health work precautions and procedures, site control measures, on-site first aid and emergency equipment, emergency response plans and contingency procedures (on-site and off-site), logs, reports, and record keeping. Training and medical screening per 29 CFR 1910.120(e) is required for the contract.

The Contractor is responsible for the accuracy and completeness of submittals. Any costs incurred due to multiple submittals of documents caused by inaccuracy, lack of coordination, and/or checking will be the sole responsibility of the Contractor. Acceptance actions taken by the Government shall in no way relieve the Contractor of their responsibility to comply with all applicable federal, state, local regulations and quality control requirements.

The Army reserves the right to stop work under this contract for any violation of the APP/SSHP at no additional cost to the Army. The Contractor, authorized Installation personnel, and the COR have the responsibility to initiate a stop work order immediately if the work is considered to be a serious threat to the safety and/or health of workers, other personnel, or the environment. Authorized Installation personnel include Installation safety officers, Environmental Division personnel, and command personnel with responsibility for overall Installation operations. When work is stopped due to a hazard/threat to worker safety, health, or the environment, the situation and resolution must be documented and submitted to the KO. Once the Army verifies through the COR that the violation has been corrected, the Contractor shall be able to continue work.

4.5 *Quality Management*

The quality of all work performed must meet Government and regulatory approval.

4.6 *Quality Control*

Quality Control (QC) shall be provided by whenever sampling or analysis for chemical constituents is required in order to achieve milestones. All sampling and analysis shall comply

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with the requirements of the most recently approved DoD Quality Systems Manual (QSM). The laboratory(ies) to be used by the Contractor shall be DoD Environmental Laboratory Accreditation Program (DoD ELAP) certified or equivalent.

Following notice to proceed and during project implementation, develop and submit documentation of project-specific quality assurance (QA) and QC activities prepared in accordance with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP). The problems and successes of the work done to control the quality of the chemical measuring activities and other chemically related cleanup activities shall be included in the summary reports.

A typical QA/QC process may involve conducting a Quality Management Audit on a phase of a project. Examples include:

- Project Planning
- Field Work
- Laboratory Analysis
- Data Analysis
- Report Preparation

4.7 *Project Repository and Administrative Record*

The Contractor shall update at least quarterly a multimedia (i.e., both paper and electronic format) project repository of all project-related information to ensure that pertinent documentation and data are available for project reviews, and to provide a clear record of the PBA approach to support final decisions and remediation completion. This repository is the property of the Army and available to the Army upon request by the COR or KO. A project repository is currently maintained at: Ft. Drum, NY. "Project-related information" includes all previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors for the sites specified in this PWS, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this PWS. Documents generated prior to the PBA are not expected to be stored in electronic format; however, all documents generated by the Contractor shall be maintained in multi-media form.

The Contractor shall also update the repositories for the Administrative Record for CERCLA activities established at: Ft. Drum, NY, as needed. The project repository and Administrative Record shall be updated by the Contractor, and made available to the public, for the duration of the contract. Final electronic document files must be in text-searchable PDF format and be accompanied by defined metadata for upload into the Army Repository of Environmental Documents (READ). The Army, through the COR, will provide the metadata field requirements for READ to the Contractor. The contractor also shall maintain the data repository (Sharepoint site or similar) with a logical data structure, and maintain and make available the analytical data for the site (EQuIS database) and the spatial data for the site (GIS and CAD).

4.8 *Additional Site Plans*

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Prior to beginning any field work prepare any additional plans or documents (e.g., sampling and analysis plans, health and safety plans) as needed to execute this PWS. These plans and documents, if submitted, shall be subject to Government review and approval.

4.9 *Army Environmental Database and Environmental Restoration Information System*

Once a site identified in this PWS has completed the remedial investigation (i.e., appropriate documentation is finalized), the Contractor shall be responsible for providing the COR with the data and documentation necessary for each site in the Army Environmental Database - Restoration Module (AEDB-R). In addition, the Contractor shall upload all generated analytical data into the Environmental Restoration Information System (ERIS) on a quarterly basis. The Army, through the COR, will provide data specifications for AEDB-R and ERIS to the Contractor. The Contractor shall comply with all applicable requirements for data validation and submission. The Army is transitioning to a new database system, Headquarters Army Environmental Systems (HQAES). The Army, through the COR, will provide data specifications for the systems, as warranted. The Contractor shall comply with all applicable requirements for data validation and submission. The Army is transitioning to a new database system, Headquarters Army Environmental Systems (HQAES). The Army, through the COR, will provide data specifications for the systems, as warranted. The Contractor shall comply with all applicable requirements for data validation and submission.

4.10 *Monthly Status Reports*

The contractor shall submit by the 15th day of each month a monthly progress report summarizing activities of the preceding month (if at least 15 days of contract performance occurred in that month) and planned activities for the following month. The report shall be a concise summary and include at a minimum, the following information:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by the report;
- (4) Date of the report;
- (5) Contract completion date;
- (6) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (7) Summary of accomplishments for the report month and planned accomplishments for the following month;
- (8) Indicate whether you are on or off schedule; reason for delay if applicable.
- (9) Problems encountered during the period. Problems resolved or still outstanding? Corrective action, if applicable.
- (10) Safety reporting including field exposure hours and recordable and/or reportable accidents;
- (11) Record of deliverables submitted;
- (12) Record of communication, correspondence, and invoices;
- (13) Estimate of percentage complete for each task and overall percentage complete;
- (14) Personnel changes, and,
- (15) If applicable an updated network analysis schedule.

Reports shall be submitted to the COR in hard copy as well as via email. Email attachments, if any, shall be in Adobe pdf or MS Word format only. Email submittals shall include the project

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manager and emdc.admin@usace.army.mil on the cc line. The subject of the email shall be the contract number with task order followed by “Monthly Progress Report” followed by the year and month of the report (for example “W912DR-99-D-9999 9999 Monthly Progress Report YYYY MM”).

4.11 Additional Site Plans

Prior to beginning any field work the Contractor shall prepare any additional plans or documents (e.g., sampling and analysis plans, quality assurance project plan, health and safety plans) consistent with the applicable regulatory drivers listed in Section 1.0 of this PWS, and any other agreements, orders, or regulations that apply to the Installation and sites. These plans and documents shall be subject to Army review and approval, through the COR.

4.12 *Protection of Property*

The Contractor shall be responsible for any damage caused to property of the United States (Federal property) by the activities of the Contractor under this contract and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Contractor incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the COR or reimbursement is made by the Contractor sufficient to restore or replace the property. The contractor will not be responsible for costs due to damage caused by Installation personnel.

4.13 *Project Stakeholders*

For the purposes of this PWS, project stakeholders will include but are not limited to:

- the Army;
- the NYSDEC
- the NYSDOH

4.14 *Regulatory Involvement*

All regulatory coordination shall be approved by the Army through the Installation and COR. The Contractor shall provide the necessary support to initiate, schedule, and address all regulatory aspects of the project (e.g., organizing discussions with regulators concerning site response objectives and completion requirements, obtaining regulator comments on site documents and appropriately addressing them, and obtaining written documentation of remediation completion from the regulators for all of the sites identified in this PWS). The Installation and COR, or designee, will attend and represent the Army at all meetings with the regulators. With approval of the Installation and COR, the contractor may also informally discuss remediation issues with regulators and provide an after-action report back to the Installation and COR. The Army will be the signature authority for all regulatory agreements and remediation documentation. The contractor should expect to attend semi-annual meetings with NYSDEC in Albany, NY.

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4.15 *Public Involvement*

All public participation coordination shall be approved by the Army through the Installation and the COR. The Contractor shall provide the necessary support to initiate, schedule, and address all public participation aspects of the project (e.g., preparation of briefings, presentations, fact sheets, newsletters, articles/public notices to news media, and notifications to RAB members). The Contractor shall be responsible for requesting and addressing all public comments consistent with the applicable regulatory drivers. The Installation and COR, or designee, will attend and represent the Army at all meetings with the public.

Contractors should note that the Installation currently does not have a RAB. Should a RAB be formed, the contractor will be required to provide the necessary support (e.g., preparation of briefings, presentations, fact sheets, newsletters, and notifications to RAB members) for the sites listed in this PWS. Activities required to support public meetings are included in this effort. The Contractor will be required to participate and provide presentations on sites listed in this PWS. The Installation will provide detailed information concerning the RAB's organization.

At this time, there is not sufficient community interest to establish and sustain a Restoration Advisory Board (RAB) or Technical Review Committee (TRC). The Contractor, with coordination by appropriate Installation personnel, will conduct biannual public interest assessments and if the assessments indicate adequate public interest exists, will establish a RAB and activities required to support the RAB meetings will be included in this effort.

The Contractor is responsible for developing and implementing an approved Community Relations Plan (CRP) for the Installation that is consistent with the Ft. Drum Community Relations Plan.

4.15.1 *Communications*

The Contractor shall not make available or publicly disclose any data or report generated under this contract unless specifically authorized by the COR. If any person or entity requests information from the Contractor about the subject of this scope of work or work being conducted hereunder, the Contractor shall refer them to the COR. All reports and other information generated under this scope of work shall become the property of the Government, and distribution to any other source by the Contractor is prohibited unless authorized by the COR.

4.16 *Deliverable Requirements*

All documents must be produced with at least draft, draft-final, and final versions. With Army concurrence, the Contractor may coordinate with appropriate regulatory agencies to determine if fewer versions of each deliverable are sufficient for review. The Army, through the COR, will receive initial draft documents and will provide comments to the Contractor within forty-five (45) calendar days. Once initial comments are addressed, the Army will review draft documents before submission to appropriate regulatory agencies. The Contractor shall ensure that review periods are consistent with the applicable regulatory drivers noted in Section 1.0 of this PWS.

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All documents shall be identified as draft until completion of stakeholder coordination, when they will be signed and finalized. One copy of the final document shall be placed in both the project repository and Administrative Record (for CERCLA documents).

4.17 Contractor Manpower Reporting

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil> . The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractor);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractor);
- (7) Total payments (including subcontractor);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Organizational title associated with the Unit Identification Code (UIC) for the Government Requiring Activity
- (10) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest City, Country, when in an overseas location, using standardized nomenclature provided on website);
- (11) Presence of deployment or contingency contract language, and,
- (12) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year.

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5.0 Expertise and Necessary Personnel

The Contractor shall provide the necessary personnel and equipment to execute this PWS successfully. The Contractor is responsible for determining the requirements for licensed professionals and certifications.

The Contractor shall furnish all labor, materials, and equipment necessary to meet the performance objectives. The Contractor shall provide personnel trained as required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. The Contractor shall provide all support activities necessary to ensure the safe and effective accomplishment of all work. For all work performed under this contract, the Contractor shall also develop and implement quality control measures consistent with all applicable federal and state regulatory requirements and standards.

5.1 Key Personnel

The Army requires that the following positions, at a minimum, be designated as “key personnel,” subject to the terms and conditions for such set forth in the basic contract. The Project Manager is required for all contracts.

<u>POSITION</u>	<u>PERSONNEL</u>
Program Manager	[to be proposed by offeror]
Project Manager	[to be proposed by offeror]
Senior Scientist/Engineer	[to be proposed by offeror]
Sr. Geologist	[to be proposed by offeror]
QC Manager	[to be proposed by offeror]
Certified Industrial Hygienist	[to be proposed by offeror]
Site Safety and Health Officer	[TBD at time of NTP]
Site Supervisor	[TBD at time of NTP]

The Contractor shall notify the COR of any changes in key personnel. The change of key personnel is subject to approval by the KO, although such approval will not be unreasonably withheld provided replacement personnel are of the same quality as originally proposed.

6.0 Performance

6.1 Place of Performance

Field Work will be performed at Fort Drum, NY with most technical meetings held at Fort Drum and off-site Contractor offices as agreed to by both parties for proper performance of this contract at Fort Drum. Additionally, meetings may be held at relevant Government offices in Baltimore, MD or Albany, NY. Contractor shall accept that wintertime operations at Fort Drum can be especially adverse and account for severe adverse weather conditions within its proposal. Additionally, meetings may be held at relevant Government offices in Baltimore, MD.

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6.2 *Period of Performance*

The period of performance will not exceed 3 years from the date of award, inclusive of all options. Notice to Proceed (NTP) to begin planning documents (ie, PMP, Work Plan, Government correspondence) will be granted at the time of the contract award.

6.3 *Basic and Optional Requirements*

Optional requirements, as stated above will be exercised unilaterally at the Government's discretion at the negotiated, firm-fixed line item prices, if determined to be in the Government's best interest upon the completion of base work. The Government reserves the right to not exercise any options under this contract.

7.0 **Additional Requirements**

7.1 *Resources*

7.1.a *Army Furnished Resources*

The Army, through the COR, shall make available the following resources to the Contractor:

- Records, reports, data, analyses, and information, in their current format (e.g., paper copy, electronic, tape, disks, CDs), to facilitate development of an accurate assessment of current, former, and historical site activities and operations; waste generation and contaminant characteristics; parameters of interest; and site environmental conditions.
- Access to personnel to conduct interviews on Installation operations and activities.
- Access to DoD and Army policy and guidance documents.

7.1.b *Contractor Furnished Resources*

The Contractor shall be responsible for the following:

- Coordination with the Army/COR and the Installation for access to the Installation, to execute this PWS and comply with the procedures described during the Contractors' meeting at the Installation.
- Coordination with the Army/COR and the Installation in order to gain access to available infrastructure (e.g., buildings, roadways, waste management units, other Installation facilities) and utilities (e.g., electric power and telephone lines, natural gas and water supply distribution pipelines, and wastewater discharge conveyances), to execute this PWS.
- **The provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities.**
- All waste generated under this contract shall be the responsibility of the Contractor.
- Any other necessary resources needed to achieve the performance objectives.

7.2 *Environmental Responsibility Considerations*

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- The Army will retain responsibility for any assessed natural resource damages that are attributed to historic releases of hazardous substances (prior to contract with the Contractor) and any injuries that are necessary and incidental to the reasonable implementation of a selected response or remedial action. The Contractor shall be responsible for any/all additional natural resource injuries and associated Natural Resource Damages claims brought as a result of its actions (e.g. release of hazardous substance or unreasonable disturbance of natural resources as a result of construction activities).
- Response cost claims, property damage and personal injury claims brought due to contamination and hazardous substance releases that have occurred historically (prior to contract with the Contractor) and are not due to Contractor remediation activities are excluded from Contractor responsibility.

7.3 *Inspections*

The Army technical experts will independently review Contractor work to ensure compliance with all applicable requirements.

7.4 *Access and Security*

7.4.1 Installation Access: Entry to the installation requires the following: current vehicle registration, proof of insurance, valid driver's license for the vehicle driver, and picture identification for other personnel. The Government will not be responsible for damages due to delay/stoppages caused by failure to comply. Contractors may be required to physically sign in at Iraqi Freedom, Gas Alley, or WSAAF Gates for entry unless they have a DoD issued ID card. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

7.4.2 Search and Control: Fort Drum is a controlled access post. All vehicles and personnel are subject to search and seizure of contraband and/or unauthorized Government property. Contractor vehicles (Contractor-owned and personal), Contractor employees, and their personal property shall be subject to searches and seizure of contraband and/or unauthorized Government property upon entering or leaving the Installation. The search and seizure provisions of AR 190-16 shall apply to Contractor personnel entering or leaving Fort Drum.

7.4.3 The Contractor shall screen its employees prior to employment under this UNCLASSIFIED contract and before being authorized access to the military installation/Government facility. The Contractor shall contact the contracting officer if derogatory information (i.e., conviction for misdemeanor or felony offense) concerning the Contractor employee is found, the Contractor employee may not be allowed to work under this contract. The Contractor shall assume all costs involved in this screening. The screening checks will include a Local Law Enforcement Check conducted in the employee's county of residence and county of employment. These checks shall cover the past four (4) years.

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7.4.4 iWATCH Training: The contractor and all associated sub-contractors will participate in the local iWATCH program. This training is available through the requiring activity Anti-Terrorism Officer, or Directorate of Emergency Service. This local developed training will be used to inform contractor employees of the types of behavior to watch for and instruct contractor employees to report suspicious activity to the COR.

7.5 *Travel*

Travel to/from the Installation and to other CONUS locations for such purposes as to attend meetings, briefings and/or presentations may be required incidental to this remedial action, the costs for which shall be included in the total price for the PWS.

7.6 *Performance and Payment Bonds*

In accordance with the base contract, the Contractor:

- is NOT required to furnish Performance and Payment Bonds on this PWS.
 is required to furnish Performance and Payment Bonds on this PWS if applicable

8.0 **Contracting Officer's Representative** [to be inserted upon issuance of contract]

Name:

Organization: USACE Baltimore District

Address:

Address:

City, State, Zip Code:

Telephone:

Facsimile:

Email:

Project Stakeholders

For the purposes of this PWS, project stakeholders will include but are not limited to:

- the Government (Department of the Army)
- the NYSDEC
- the NYSDOH

4.10 *Regulatory Involvement*

While a great deal of regulatory involvement is not expected, any regulatory communication shall be coordinated and approved by the Government through the Installation. Provide the necessary support to initiate, schedule, and address all aspects of the project. The Installation will attend and represent the Government at all meetings with the regulators. The Government will be the signature authority for all regulatory agreements and remediation documentation.

Fort Drum

4.11 Deliverable Requirements

All documents must be produced with at least draft and final versions. All documents shall be identified as draft until completion of stakeholder coordination, when they will be signed and finalized. One copy of the final document shall be placed in both the project repository and Administrative Record (for CERCLA documents).

5.0 Expertise and Necessary Personnel

Necessary personnel and equipment will be provided to execute this PWS successfully. USACE Baltimore is responsible for determining the requirements for licensed professionals and certifications.

Provide personnel trained as required by the Occupational Safety and Health Administration (OSHA) and all other applicable federal and state regulations. Provide all support activities necessary to ensure the safe and effective accomplishment of all work.

6.0 Performance

6.1 Place of Performance

Field work will be performed in New York State on the Fort Drum installation with most technical meetings held at Fort Drum and off-site offices as agreed to by all parties for proper performance of this contract. Additionally, meetings may be held at relevant Government offices in Baltimore, MD.

6.2 Period of Performance

The period of performance will not exceed three years from the notice to proceed.