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**Request for Proposal  
to Provide  
Drilling and Well Installation Services  
for the**

**Big John Salvage Site  
Fairmont, West Virginia**

**Work Assignment No. 042-RICO-0358  
Contract 68-S7-3002  
November 2, 2004**

***Prepared by:***

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BIG JOHN SALVAGE SITE  
DRILLING AND WELL INSTALLATION SERVICES RFP  
NOVEMBER 2004

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## 1.0 INVITATION TO PROVIDE PROPOSAL

This is a request for proposal (RFP) to provide Well Drilling and Installation Services to support the Big John Salvage Site (BJS) Remedial Investigation (RI) being performed by Tetra Tech for the U.S. Environmental Protection Agency. As detailed in the attached Statement of Work, Tetra Tech is seeking a well drilling contractor to complete NX rock cores at 2 locations, and install monitoring wells (single and/or well clusters) at 17 locations at the site. The actual number of wells to be installed and their ultimate locations will be determined by Tetra Tech in consultation with EPA, based on conditions encountered during the site assessment activities. Based on the geology encountered, well clusters may either be 1) an overburden and shallow bedrock aquifer cluster if it is determined that the overburden at the site contains a sufficient quantity of water for monitoring; or 2) a shallow bedrock and deeper bedrock aquifer well cluster.

Note that additional information regarding the scope of services is available in the Attachments to this RFP. Note that to perform the Work, the successful Offeror shall hold or obtain such licenses as required by federal, state and local statutes and regulations.

Before a Subcontract is awarded for the Work described herein, Tetra Tech, hereinafter referred to as the PRIME CONTRACTOR, will conduct such investigations as are necessary to determine the performance record and the ability of each Proposer to perform the Work specified in the Subcontract Documents. Within this RFP are specific requests for information from each Proposer as described in Instructions to Offerors. To be considered, each Offeror must submit such information as deemed necessary by the PRIME CONTRACTOR to evaluate the Offeror's qualifications. NO FORMAL SITE VISIT IS PLANNED, but photographs are attached to provide a general depiction of the site conditions. Note that the PRIME CONTRACTOR plans to provide reasonable access to all proposed well locations.

Sealed Proposals for Work at the BJS site, addressed to Kyle Swartzwelder, will be received at the office of Tetra Tech, Inc., 56 West Main St., Christiana, DE 19702 until 5:00 p.m., local time, on November 18, 2004. Two (2) copies of the proposal should be submitted.

The attached Instructions to Offerors provides additional information regarding the proposal process and the required submissions. Any questions should be referred in writing by November 11<sup>th</sup> to:

Kyle Swartzwelder  
Tetra Tech, Inc.  
56 W. Main Street - Suite 400  
Christiana, DE 19702  
302-738-7551  
302-454-5980 (fax)  
E-mail Kyle.Swartzwelder@tetrattech.com

## 2.0 INSTRUCTIONS TO OFFERORS

### 2.1 DOCUMENT INTERPRETATION

The separate sections contained within this RFP, including the Attachments (Statement of Work, Proposal Submission Package, and Technical Services Subcontract Agreement) are intended to be mutually consistent and to provide all details reasonably required for the execution of the proposed Work. Any person contemplating the submission of a Proposal shall have thoroughly examined all of the various parts of this RFP, and should there be any doubt as to the meaning or intent of said RFP, the Offeror should request of Tt/B&V, herein referred to as the Prime Contractor, by **November 11, 2004** an interpretation thereof. Any interpretation or change in said RFP will be made only in writing, in the form of Addenda to the RFP which will be furnished to all registered holders of RFP documents. Offerors shall acknowledge as required by that addendum document, any addendum on the Proposal Form (Pricing and and Declarations page). The Prime Contractor will not be responsible for any other explanation or interpretations of said RFP.

### 2.2 OFFEROR'S UNDERSTANDING

Each Offeror shall inform itself of the conditions relating to the execution of the Work, inspect the site and make itself thoroughly familiar with all of the RFP. Failure to do so will not relieve the successful Offeror of its obligation to enter into a Subcontract and complete the contemplated Work in strict accordance with the RFP.

It shall be the Offeror's obligation to verify for itself and to its complete satisfaction all information concerning site and subsurface conditions.

The Prime Contractor will make available to prospective Offerors upon request and at the office of the Prime Contractor, prior to Proposal opening, any information that it may have as to subsurface conditions and surface topography at the worksite. The Prime Contractor assumes no responsibility whatever in respect to the results of investigations conducted to determine site conditions. There is no warranty or guarantee, either express or implied, that unforeseen developments may not occur.

It is not the intent of the RFP to define the exact conditions of the site. Data provided are to be considered for determining a project approach. It is understood that there may be variations in the level of accuracy of these data.

Each Offeror shall inform itself of, and the Offeror awarded a subcontract shall comply with, federal, state and local laws, statutes, and ordinances relative to the execution of the Work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non burning requirements, permits, fees, and similar subjects.

### 2.3 TYPE OF PROPOSAL

The type of Proposal is defined within the sections set forth in the Proposal Submission Package.

### 2.4 PREPARATION OF PROPOSALS

The Offeror must submit all required information in the Proposal Submission Package. All blank spaces in the forms enclosed in the Proposal Submission Package must be filled in, preferably in BLACK ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Offerors are required to attend the pre-bid meeting at the site to qualify to submit a proposal.

### 2.5 SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Proposal. Proposals must be made on the Proposal forms provided herein and submitted intact. **Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Offeror's name and**

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its contents without being opened, and addressed in conformance with the instructions in the Invitation to Proposal.

## 2.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Offeror or by telegram. If by telegram, written confirmation over the signature of the Offeror shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in paragraph AWARD OF SUBCONTRACT of these Instructions to Offerors shall have elapsed.

## 2.7 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All Proposals will remain subject to acceptance for sixty days after the day of Proposal opening, but Prime Contractor may, in its sole discretion, release any Proposal prior to that date.

## 2.8 AWARD OF SUBCONTRACT

Within 10 calendar days after the opening of Proposals, the Prime Contractor will accept one of the Proposals or will act in accordance with BASIS OF AWARD, below. The acceptance of the Proposal will be by written notice of award, mailed or delivered to the office designated in the Proposal. In the event of failure of execution of the Subcontract with the lowest, responsive, responsible Offeror, the Prime Contractor may award the Subcontract to the next qualified, responsive, and responsible Offeror. Such award, if made, will be made within 30 calendar days after the opening of Proposals.

**HOWEVER, NOTE THAT THE ANTICIPATED START DATE FOR FIELD WORK FOR THIS PROJECT IS EARLY DECEMBER 2004.**

## 2.9 BASIS OF AWARD/SELECTION CRITERIA

The award will be made by the Prime Contractor on the basis of that Proposal from the highest ranked responsive, responsible Offeror which, in the Prime Contractor's sole and absolute judgement, will best serve the interest of the Prime Contractor and EPA. The Offeror will be considered in the comparative range based on appropriate cost submittals, qualifications of personnel, adequate resource, and prove expertise on similar projects. The criteria to be used to establish the highest ranked Offeror is as follows:

Cost	60%
Qualifications/Resources/Tech. Approach	15%
Past Experience/Proposed Schedule	15%
Small Disadvantaged Business/Woman	10%
Owned Business Entity	

**The Offeror's ability to meet the project schedule start time of early December 2004 is important. The Prime Contractor is particularly interested in the Offeror's past experience in the performance of NX rock cores, air rotary drilling, installation of monitoring wells, handling and containment of water generated during drilling activities, and well development.**

The Offeror shall provide documentation reflecting that it is an established and recognized provider of the same or similar services with adequate financial resource capacity and personnel to perform the work. The Prime Contractor reserves the right to reject all Proposals, to award the Subcontract by sections, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Proposals.

## 2.10 EXECUTION OF SUBCONTRACT

The successful Offeror shall, within 5 calendar days after receiving notice of award, sign and deliver to the Prime Contractor the Subcontract hereto attached. The Subcontract will consist of the Technical Services

Subcontracting Agreement, the Statement of Work and its attachments, and the contents of the Proposal Submission Package. Within 5 calendar days after receiving the signed Subcontract from the successful Offeror, the Prime Contractor's authorized agent shall sign the Subcontract. Signature by both parties constitutes execution of the Subcontract.

## 2.11 LOWER-TIER SUBCONTRACTS

(a) Subcontractor shall not subcontract any of the work to be performed by it under this Agreement nor assign or transfer said Agreement without the prior written approval of the Prime Contractor. Subcontractor will comply with Federal Acquisition Regulations (FAR) 52.215-24 and provide the necessary documentation to the Prime Contractor in accordance with FAR 52.244-2 prior to the approval of any subcontract. Prime Contractor's disapproval of any subcontractor or assignment shall waive any provision of this Agreement selected by the Prime Contractor.

(b) To facilitate the approval process of a proposed lower-tier subcontractor, Subcontractor shall submit the information regarding the lower-tier subcontractor to the Prime Contractor before contracting with such lower-tier subcontractor or initiating work therewith. The Prime Contractor shall review the request for subcontractor approval, and advise Subcontractor on a timely basis of the decision to consent to or dissent from subcontracting with the proposed subcontractor. In the event that the Subcontractor hires a lower-tier subcontractor, Subcontractor must comply with Articles herein requiring Subcontract Reports for Small and Small Disadvantaged Businesses, along with any applicable clauses incorporated herein.

(c) Subcontractor acknowledges that the Prime Contract includes goals for award of subcontracts to small businesses and small disadvantaged businesses. Small disadvantaged businesses include minority-owned and woman-owned businesses. These same goals are hereby passed down to Subcontractor:

Thirty percent of the total work subcontracted will be to small businesses.  
Twenty percent of the total work subcontracted will be to small, disadvantaged businesses.  
Five percent of the total work subcontracted will be to woman-owned businesses.

(d) Subcontractor shall notify the Prime Contractor of any second-tier subcontract awards to small disadvantaged/minority business enterprises within twenty-four (24) hours after the date of award. Notification may be provided orally but should be followed up immediately in writing. The following information shall be provided within the notification.

- Subcontractor Name
- Whether the subcontractor has been designated "8(A)" by the Small Business Administration
- Date of Award
- Title of Subcontract
- Site Name (if applicable)
- Total potential dollar value (including all options)
- Total potential period of performance (if all options are exercised)

This notification in no way changes the requirements of the Articles entitled "Approval of Lower-Tier Subcontractors" or "Subcontracting Reports- Small Business and Small Disadvantaged Businesses".

(e) Subcontractor shall submit a report for second-tier subcontracting under this Agreement to the Prime Contractor, if requested. Subcontractor shall submit subcontracting reports on EPA Standard Form 294, semiannually, and Form 295, annually, or on other forms provided by the Prime Contractor. The reports shall be prepared in accordance with the general instructions on the reverse side of each form.

## 2.12 INSURANCE

The Subcontractor shall, at a minimum and at its own expense, provide and maintain during the entire performance period of this subcontract the kinds and amounts of insurance specified below.

- a. Comprehensive general liability coverage of \$1,000,000 per accident
- b. Automobile insurance of \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000

- per accident for property damage
- c. Employer's liability coverage of \$1,000,000 (either Standard Workmen's Compensation and Employer's Liability Insurance or, when maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance, as required or prescribed by law)

Insurance certificates documenting the required insurance coverage shall be delivered to the Prime Contractor before work begins. The Subcontractor shall provide a minimum of thirty (30) days notice prior to any change or cancellation of the insurance policies. If such insurance is due to expire before this subcontract is completed, the Subcontractor shall submit renewal certificates.

## ATTACHMENT 1

STATEMENT OF WORK**1.0 PROJECT INTRODUCTION**

This Agreement is to provide well drilling and well installation services in support of the Big John Salvage site (BJS) Remedial Investigation. The BJS site is located in Fairmont, Marion County, West Virginia on the east bank of the Monongahela River, approximately 20 miles southwest of Morgantown, West Virginia.

Site Geology

The BJS site is located in the Appalachian Plateau physiographic province. The general geology is flat-lying sandstone and shale. Topography in the area is maturely dissected, consisting of steep-sided valleys and narrow ridges with ridges capped by more resistant rock types.

The region north of Fairmont was once glaciated. Prior to glaciation, the Monongahela River flowed in a meandering pattern. As the river sought a higher hydraulic gradient, it changed course and an oxbow lake was formed to the south where the Sharon Steel site is presently located. Northward drainage of the river was blocked by glacial movement during the last Ice Age. As the flowing water backed up, a glacial lake was formed, inundating the river channel and oxbow lake. Upon glacial retreat, the northwest flow of the river was restored. Although the BJS site is not believed to contain any lacustrine or glacial deposits, it may have been within a historic meander of the Monongahela River, and may contain some unconsolidated floodplain deposits from the glacial periods. The BJS site is not currently within the Monongahela floodplain.

The upper Pennsylvanian Conemaugh group underlies the unconsolidated deposits at the site at depths ranging from 20 to 25 feet. Generally, the Conemaugh group consists of interbedded shale and sandstone with some beds of limestone, siltstone and coal. The boundaries of the group are the Upper Freeport coal at the bottom and the Pittsburgh coal at the top. The Conemaugh ranges in thickness from 500 to 600 feet in the area.

The formations within the Conemaugh present at the site have not been determined, but are known to consist of westerly dipping green-gray or bluish-green shale and/or sandstone. Based on a review of structure contour maps available for the Pittsburgh Coal, bedrock in the area dips toward the northwest (strike N 35° E) at approximately 3°. The top 15 to 25 feet of bedrock is reported to be highly weathered and contains a high percentage of residual clay, although if the bedrock is an erosional surface from the former river channel, it is likely to be more unweathered, competent rock. Bedrock permeability ranges from  $10^{-3}$  cm/sec to  $10^{-6}$  cm/sec.

The results of a geophysical survey of the BJS site conducted for EPA by Enviroscan (Enviroscan, 2003) indicated that there are three layers at the BJS site: surficial layer (comprised of unconsolidated sediments); weathered rocks; and bedrock. The depth to the inferred bedrock layer ranges from approximately 15 feet to depths of around 35 feet, with an average depth of 20-25 feet.

**2.0 GENERAL REQUIREMENTS**

This Agreement includes the performance of all specified work, including the furnishing by the SUBCONTRACTOR of all management, supervision, labor, equipment, tools, materials, supplies, services, and the payment of all taxes and other costs incidental to performance of WELL DRILLING AND INSTALLATION work. The work to be performed under this Agreement involves NX rock coring, air rotary well drilling, well installation, well development, water handling/containment and all other related procedures required to complete the work as described herein.

The SUBCONTRACTOR shall procure all permits, licenses, and certificates that may be required of him by law for the execution of work herein. The SUBCONTRACTOR shall comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of the work herein. The SUBCONTRACTOR shall comply with all Health and Safety provisions relating to the performance of the work herein as discussed in this Agreement (Section 2.4) and as specified in the Site Health and Safety Plan.



## 2.1 Work Included Under this Agreement

In general, the work included under this Agreement shall include, but not be limited to, the following:

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- Providing all necessary equipment, materials, supplies and personnel to accomplish the work, including generator(s) for electrical power, and providing potable water, as necessary to support drilling operations.
- Providing suitable equipment to all well locations to implement well drilling services.
- The completion of NX rock cores to depths of approximately 150 feet at two locations to be specified by the PRIME CONTRACTOR.
- Pilot boreholes completed in the overburden will be installed at 6 to 8 locations to be designated by the PRIME CONTRACTOR to explore the presence of ground water within this unit. Boreholes will be extended to a depth of 20 to 30 feet (to refusal) and temporary 1-inch casing will be installed within the boreholes and allowed to stand overnight to determine the extent of ground water in the overburden zone. After the collection of the water level data, the casing will be removed and the boreholes properly abandoned.
- Upon completion of the NX rock cores and pilot boreholes, the main drilling program shall commence. The scope will include the drilling of a minimum of 24 boreholes using either a hollow stem auger rig (for overburden locations) and/or air rotary equipment (or approved equivalent for bedrock locations) capable of drilling up to 8-inch inside diameter boreholes in bedrock to a maximum depth of 150 feet below ground surface. For boreholes extending into the bedrock, a 12-inch borehole shall initially be extended to the first competent bedrock zone (estimated 25 to 40 feet) to allow for the installation of protective 8-inch surface casing.
- Once the bedrock well drilling has been completed, the boreholes will be geophysically logged by a contractor to be designated by the PRIME CONTRACTOR. To facilitate the logging, the SUBCONTRACTOR may be required to demobilize from the site for a period of time expected to last no more than 3 to 4 weeks prior to the installation of the monitoring wells and well completion activities.
- 2-inch diameter PVC wells are proposed to be installed at each location within each of the 17 boreholes. One well will be screened in a shallow fracture zone, and one well will be screened in a deep fracture zone. At some locations, an overburden well may also be installed in a separate borehole. In the case of overburden wells, continuous split spoon sampling will be conducted to provide borehole lithology information.
- The compressor on the rig must be of sufficient capacity to recover drill cuttings needed for representative sampling of geological materials at depth intervals of 5 feet. The air from the compressor into the borehole must be filtered and free of oil, grease, and any other contaminants.
- Aquifer yield is to be measured throughout the drilling when each water-bearing zone is encountered in consultation with the PRIME CONTRACTOR.
- The wells are to be completed using protective steel stand-pipes with locking caps or, as specified by the PRIME CONTRACTOR at each location.
- The wells are to be developed after completion of drilling by surging or pumping as specified by the PRIME CONTRACTOR.
- Given the unknown water quality at the site, all groundwater generated during drilling and well development shall be collected in suitable containers or tankers, and consolidated and staged at a location specified by the PRIME CONTRACTOR.
- Given the unknown soil quality at the site, all drill cuttings shall be contained within containers or sacks and staged at a location specified by the PRIME CONTRACTOR. It is expected that all drill cuttings will be bulked at a specified location, so containers or sacks can be reused during the course of the drilling

program to the extent practicable.

Figure 2 (end of Attachment 1) shows the location of the study area and tentative numbers and locations of wells to be installed under this Agreement. Table 1 provides a summary of tentative monitoring well construction information.

Note that the SUBCONTRACTOR is specifically **not** tasked to perform Health and Safety air monitoring.

## 2.2 Access

**Access to locations where work will be performed will be provided by the PRIME CONTRACTOR and will be obtained in a timely manner so that work can proceed as scheduled. The SUBCONTRACTOR will inspect the areas prepared by the PRIME CONTRACTOR for access prior to mobilization and provide a written agreement of acceptance regarding access. After agreement, if the drilling equipment becomes immobilized at any location, any cost related to removing the drilling equipment will be the responsibility of the SUBCONTRACTOR.**

The SUBCONTRACTOR shall obtain notification from the PRIME CONTRACTOR to proceed before entering work locations. The PRIME CONTRACTOR will retain the responsibility for identifying and avoiding buried utilities prior to drilling.

## 2.3 Cost Proposal

The actual costs incurred by the SUBCONTRACTOR during the performance of this element will be calculated in accordance with the lump sum and unit rates provided by the SUBCONTRACTOR on the Cost Proposal Form contained in this Proposal. The unit rate should assume Level D field conditions, and should include the provision of appropriate field attire. A separate line item is provided in the cost proposal form to indicate unit costs for upgrading to Level C. All protective equipment and practices supplied by the SUBCONTRACTOR will be subject to approval by the PRIME CONTRACTOR in accordance with the Site Health and Safety Plan.

Estimates of quantities contained in this proposal are provided only for purposes of cost estimation, and do not represent approved quantities at this time, nor is there any guarantee of minimum quantities. All work not specifically set forth as a pay item in the listed unit prices shall be considered a subsidiary obligation of the SUBCONTRACTOR and all costs in connection therewith shall be included in the lump sum and unit prices.

The SUBCONTRACTOR will propose the type of equipment to be used for well drilling and installations. The SUBCONTRACTOR should also estimate the time to complete the well installation effort. The estimated schedule for completion of the work described will be part of the evaluation process for each SUBCONTRACTOR proposal.

The SUBCONTRACTOR shall comply with changes in the scope of the drilling and well installation work which the PRIME CONTRACTOR may make. Changes in price due to changes in quantities will be calculated using lump sum and unit rates provided by the SUBCONTRACTOR.

Changes that are required, but which have not been included in the scope of services, shall be verbally approved by the PRIME CONTRACTOR, and a letter stating the change and the unit price shall be submitted by the SUBCONTRACTOR for approval by the PRIME CONTRACTOR.

### 2.3.1 Mobilization, Demobilization, and Decontamination

Mobilization, Demobilization, and Decontamination efforts will be performed in three categories ("Primary" "Internal - Hollow Stem Auger," and "Internal - Bedrock Rig") for which there are to be separate costs. "Primary" efforts include the initial mobilization and final demobilization, any other mobilization/demobilization efforts associated with the planned hiatus associated with the geophysical logging work, and all efforts to and from the BJS site of the drill rigs and associated equipment, and the associated pre-investigative and post-investigative large-scale equipment decontamination efforts. This also includes all efforts related to obtaining permits, coordination with PRIME CONTRACTOR, and all other miscellaneous efforts. **A one-time single Lump Sum price should be provided for the "Primary" Mob/Demob/Decon effort on**

the cost proposal form.

The second "Internal - Hollow Stem Auger (HSA)" type of mobilization/demobilization/decontamination at each HSA location (including NX, pilot hole, and overburden well location) will include the cost of all labor, equipment and materials required to:

- Mobilizing the drill rig to each well location inclusive of any required erosion and sediment control measures;
- Movement of materials, supplies, drilling equipment, personnel and containment equipment from drilling location to drilling location;
- Decontamination of all equipment required at each well location;
- Restoration of areas disturbed by drilling activities to original condition and grades upon completion of work (including removal of drill cuttings); and
- Other required site preparation work.

**A one-time single Lump Sum price should be provided for each HSA location for the "Internal - Hollow Stem Auger" efforts on the cost proposal form.**

The third "Internal - Bedrock Rig" type of mobilization/demobilization/decontamination at each bedrock well location will include the cost of all labor, equipment and materials required to:

- Mobilizing the drill rig to each well location inclusive of any required erosion and sediment control measures;
- Movement of drilling equipment, personnel and containment equipment from well location to well location;
- Decontamination required at each well location;
- Excavation and lining of a drilling pit and work area at each well location and maintaining a clean and controlled work area during well drilling and installation activities;
- Restoration of areas disturbed by drilling activities to original condition and grades upon completion of work (including removal of drilling pit lining); and
- Other required site preparation work.

**A one-time single Lump Sum price should be provided for each well location for the "Internal - Bedrock Rig" efforts on the cost proposal form .** It should be noted that well construction sequencing will involve several remobilizations to well locations (i.e., initial surface casing installation, borehole drilling, well installation, well development). No additional payment will be made to SUBCONTRACTOR for remobilizing as required to well locations.

No payment will be made for "replacement" mobilization costs for equipment brought to the site that is not in satisfactory working order as determined by the PRIME CONTRACTOR, or to replace equipment that breaks down or is found to be unsuitable because of site conditions. No payment will be made for mobilization costs for equipment needed because of conditions brought about by adverse weather.

### 2.3.2 Drilling and Well Installation Services

The unit prices for all drilling and well installation services shall include all costs of labor, materials, equipment, per diem and all other appurtenant drilling costs required to perform the work. Payment will be made on the basis of actual footages. Additional line items include:

- Water and soil handling, and containment (hourly rate);
- Surface completions (each);
- Well Development (per hour).

All work will be based on a 10-hour work day. Specifics of well installation are provided in Section 3.0. The unit prices for drilling/well installation shall include the provision and installation of the well casings and associated materials; materials and labor for casings do not constitute separate pay items. The unit price for drilling and installing wells listed above shall include labor and materials for casings and screens, gravel packs, bentonite, grout, and all other appurtenant costs. The approximate number of each type of well is contained on

the Cost Proposal Form attached to this proposal.

### 2.3.3 Standby Time

Standby time consists of the temporary stoppages or interruptions of drilling progress resulting from activities directed by the PRIME CONTRACTOR but not included in any of the other pay items on the cost proposal form and described in Section 4. Standby time will be paid only for the stoppages directed by the PRIME CONTRACTOR in excess of downtime incurred. Downtime shall be the service stoppages caused by the SUBCONTRACTOR's equipment failure or by any other factors caused by the SUBCONTRACTOR. A unit rate (cost/hour) should be provided for standby time on the Cost Proposal Form of this proposal; an Estimated Quantity has been provided and should be used to generate total SUBCONTRACTOR costs.

Standby time shall not include service stoppages caused by factors beyond the PRIME CONTRACTOR's control. Examples of such factors include, but not limited to, hazardous weather conditions, fire, and earthquakes.

### 2.4 Health and Safety Issues

All SUBCONTRACTOR personnel engaged in the field investigation on site will be required to demonstrate compliance with HAZWOPER training in accordance with OSHA regulations for health and safety training, respirator use, medical monitoring, etc. Each individual must have certification of completion, within the 12 months before the beginning of site activities, of a 40-hour health and safety training course or 8-hour refresher course. The training must comply with OSHA regulations found at 29 CFR 1910.120 et. seq. The SUBCONTRACTOR shall furnish this certification to PRIME CONTRACTOR for all employees who will be working on the site before site activities begin. Training shall include, but not be limited to, review of the proper use of personal protective equipment (including respirators), decontamination procedures, hazard recognition, safe operating procedures, and emergency response. The SUBCONTRACTOR shall provide his own personal protection equipment.

All SUBCONTRACTOR personnel engaged in the field investigation on site will be required to have passed an entry physical examination that meets the OSHA requirements for respirator use (29 CFR 1910.134). Before the initiation of work activities, the SUBCONTRACTOR shall provide the PRIME CONTRACTOR certification for all employees that the provisions of 29 CFR 1910.134 have been met.

A site Health and Safety Plan (HSP) has been prepared for this Groundwater Investigation. The primary contaminants of concern at this site include coal tar and related compounds. The HSP identifies potential hazards, respiratory protection, protective clothing, decontamination procedures, emergency procedures, and other health and safety aspects required for the drilling and well installation work. The SUBCONTRACTOR shall comply with all relevant terms of the HSP. **The unit rate should assume Modified Level D field conditions, and should include the provision of appropriate field attire, including chemical protection suits, chemical protection boots, chemical protection gloves, hard hats, safety glasses, etc.;** a separate sheet is provided to indicate unit costs for upgrading to Level B.

SUBCONTRACTOR personnel who will work on this project shall attend a one (1) hour safety briefing before beginning the work. No separate payment will be made for the safety briefing.

## 3.0 TECHNICAL REQUIREMENTS

### 3.1 General Requirements

The responsibilities of the PRIME CONTRACTOR and SUBCONTRACTOR in regards to the drilling and well installation work are described below.

The PRIME CONTRACTOR will have representative(s) in the field during the drilling and well installation program to provide technical well guidance and to observe and document the SUBCONTRACTOR work for compliance with this Agreement. The PRIME CONTRACTOR field representative will:

- Approve all drilling locations;

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- Maintain a log of each boring/well location;
- Conduct health and safety monitoring as specified in the Health and Safety Plan;
- Collect drill cuttings with the assistance of the SUBCONTRACTOR during drilling activities;
- Authorize changes in the scope of efforts; and
- Authorize a temporary stop of field activities.

Modifications to the work which may be required as directed by the PRIME CONTRACTOR shall be performed or deleted by the SUBCONTRACTOR in accordance with this Agreement and billed in accordance with the unit rates provided herein by the SUBCONTRACTOR. Changes that are required, but are not included in the Scope of Services or in the Cost Proposal Form shall be verbally approved by the PRIME CONTRACTOR, and a letter stating the change and the unit price shall be submitted by the SUBCONTRACTOR, for approval by the PRIME CONTRACTOR.

The SUBCONTRACTOR shall be responsible for providing all management, supervision, labor, equipment, tools, materials, supplies, services, permits, and the payment of all taxes and other costs incidental to performance of DRILLING AND WELL INSTALLATION work. The work to be performed under this Agreement involves mobilization/demobilization, drilling, well installation, well development, and all other related procedures required to complete the work as described in this statement of work.

The SUBCONTRACTOR shall be responsible for providing all the utilities (power, water, etc.) such as are necessary to meet their needs.

Utilities: The PRIME CONTRACTOR shall be responsible for locating, or having located, all utilities at each well location before commencement of work. The SUBCONTRACTOR shall not begin drilling at any location until the location of utilities has been verified and the PRIME CONTRACTOR has issued authorization to proceed.

Water: Potable water is not currently available on site. The SUBCONTRACTOR shall furnish all hoses and temporary storage tanks required to obtain and transport water. No separate payment will be made for obtaining or transporting water.

The SUBCONTRACTOR shall contain, collect, and stage all ground water encountered during drilling, well installation, and well development, as directed by the PRIME CONTRACTOR.

The SUBCONTRACTOR shall contain, collect, and stage all drill cuttings generated by drilling, as directed by the PRIME CONTRACTOR.

### 3.2 Sequence of Work

The following sequencing of work shall be assumed by SUBCONTRACTOR in planning his work and for preparation of the SUBCONTRACTOR's proposal.

- 1) PRIME CONTRACTOR to provide access to well locations.
- 2) SUBCONTRACTOR to initially perform NX rock coring at two specified locations, and install temporary piezometers at approximately 6 locations. PRIME CONTRACTOR will review the data and finalize well locations, bedrock well depths, and designate locations for overburden well locations.
- 3) SUBCONTRACTOR will install overburden wells at the designated locations.
- 4) SUBCONTRACTOR to prepare and complete drilling at 17 well locations, including a 12-inch borehole into competent bedrock with the installation of an 8-inch steel surface casing, and drill nominal 8-inch bedrock boreholes to target depths.
- 5) After all the bedrock well locations have been drilled, the geophysical logging subcontractor (designated and selected by the PRIME CONTRACTOR) will log each of the boreholes. After review of the geophysical data, the PRIME CONTRACTOR shall determine the well construction specifications.
- 6) After geophysical logging of the boreholes has been completed, the SUBCONTRACTOR shall remobilize to each well location and complete well installations per direction of the PRIME CONTRACTOR's representative.
- 7) SUBCONTRACTOR shall perform well development.
- 8) SUBCONTRACTOR shall restore site to original condition and grades.

It should be noted that the above sequencing involves several remobilizations to well locations. No additional payment will be made to SUBCONTRACTOR for remobilizing to well locations.

### 3.3 Site Preparation

**Access:** As part of drilling location mobilization activities at specified well locations, the SUBCONTRACTOR shall inspect the temporary access roads provided by the PRIME CONTRACTOR to each well location and sign off as acceptable. Access for SUBCONTRACTOR's equipment will be temporary only, and will not be intended to provide permanent vehicular access. Access for drill rigs will provide minimum disturbance necessary to allow access to each drilling location, and will disturb as little soil and vegetation as possible; however, some vegetation clearing will be likely. If the SUBCONTRACTOR's equipment becomes immobilized it shall be his responsibility to remove equipment at the SUBCONTRACTOR'S expense.

**Drilling Area Preparation:** As part of drilling location mobilization activities at specified well locations, the SUBCONTRACTOR shall construct an excavation (i.e., a pit), at a location to be approved by the PRIME CONTRACTOR, with the minimum dimensions of 6 feet wide by 6 feet long by 4 feet deep (or smaller dimension, based on the site constraints), and line the excavation with plastic (to the extent possible to make it leak proof). The soil excavated from the pit will be staged at the site for later backfill into the excavation, or disposed off-site at the direction of the PRIME CONTRACTOR. This excavation will be used to contain the cuttings and provide temporary storage for drilling water during drilling activities. The ground under the drill rig and from the drill rig to the pit shall be lined with plastic to direct water from the borehole to the pit. The edges of the plastic shall be elevated 12 inches above the ground surface to contain and direct water to the pit. The Subcontractor will provide pumps and containers to remove excess water from the pit and water storage capacity until the water can be transferred to the on-site lagoons by the SUBCONTRACTOR. The area around the pit will be secured by snow fencing at the end of each working day, if necessary at the direction of the PRIME CONTRACTOR. After borehole completion at each location the SUBCONTRACTOR will transfer the drill cuttings to an area approved by the PRIME CONTRACTOR.

**Erosion and Sediment Control (Silt Fence Installation and Removal) :** As part of drilling location mobilization activities at specified well locations, the SUBCONTRACTOR shall install and maintain erosion and sediment controls at all well and access locations as required by governing agencies during performance of SUBCONTRACTOR's work. Erosion and sediment controls (i.e., silt fence, straw bales, etc.) shall be constructed and maintained per applicable state and local township requirements.

### 3.4 Standard Penetration Test (STP) Borings and NX Rock Coring

SPT borings and NX rock coring shall be performed at locations to be specified by the PRIME CONTRACTOR. SPT borings shall be performed in accordance with ASTM D1586 until bedrock is encountered. At that point, NX rock coring shall be performed in accordance with ASTM D2113 to a total coring depth of approximately 150 feet. Core boxes shall be provided for the storage of all cores recovered. SPT borings shall be performed using minimum 4-1/4 inch inside diameter (i.d.) hollow-stem augers capable of augering to a depth of 50 feet. Split spoon sampling shall be continuous, or at a less frequent interval as designated by the PRIME CONTRACTOR.

Upon completion of the coring, the borehole shall be secured to prevent surface water infiltration, as it will be later reamed and constructed into a bedrock monitoring well (see Section 3.7).

### 3.5 Temporary Piezometer Installation

SPT borings (or approved equivalent) for the purpose of the installation of temporary piezometers shall be performed at locations to be specified by the PRIME CONTRACTOR. SPT continuous sampling borings shall be performed until the bedrock is encountered. At that point, a 1-inch PVC casing with a 5-foot section of screen (0.010 slot) attached to the bottom will be lowered into the borehole, and the top of the borehole secured to prevent the infiltration of surface water. The temporary piezometer will be removed within 24 or 48 hours at the discretion of the PRIME CONTRACTOR, and the borehole shall be properly abandoned with grout. The piezometers shall be decontaminated on the outside and disassembled and staged on-site in an area to be designated by the PRIME CONTRACTOR.

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### 3.6 Overburden Monitoring Wells

SPT borings (or approved equivalent) for the purpose of the installation of overburden monitoring wells shall be performed at locations to be specified by the PRIME CONTRACTOR. SPT continuous sampling 6-inch diameter borings shall be performed until the target bottom depth as specified by the PRIME CONTRACTOR. A 2-inch diameter PVC well will be constructed in the borehole using 10 feet of screen and the appropriate length of casing.

The well casing and screen shall be lowered to the target depth. A washed silica gravel filter pack extending from the base of the boring to approximately two feet above the screen will be placed in the annular space around the casing using a tremie pipe or approved equivalent. The filter pack shall be placed cautiously to minimize possible bridging, and the sand level shall be checked frequently. A finer-grained secondary filter pack shall be placed for a length of approximately two feet above the primary filter pack. A minimum three-foot bentonite pellet seal shall be placed above the sand pack to seal the permeable zone. An additional five-foot bentonite slurry may be placed at the discretion of the PRIME CONTRACTOR. The remainder of the annulus shall be tremie-grouted to ground surface with a cement-bentonite mixture containing 5% bentonite (dry weight). The grouting tremie pipe shall be equipped with a side discharge head. All wells will have above-grade stick-up, the PVC riser shall have a two-foot stickup.

Two-inch diameter Schedule 40 Type 1 PVC well casing and well screen shall be used. Alternative casings and screens proposed by the SUBCONTRACTOR must meet the requirements for the specified wells and be approved by the PRIME CONTRACTOR. The well screen shall consist of machine slotted Timco High Flow screens or Wheelabrator Engineered Systems Johnson Screens (or approved equivalent) designed to maximize the open area. The slot size of screens and grade of the gravel filter pack shall be approved by the PRIME CONTRACTOR before installation.

### 3.7 Bedrock Monitoring Well Installation

Well pairs may be installed at up to 17 well locations. For the well pairs, a shallow bedrock well (approximately 50 to 75 feet total depth), and a deeper bedrock well 75 to 150 feet deep, will be completed in a single borehole. The wells will be installed as 2-inch diameter PVC wells. Borings for the proposed monitoring wells shall be drilled using air rotary, or approved equivalent drill rigs capable of drilling up to 12 inch diameter boreholes to a depth of approximately 50 feet, and an 8-inch diameter borehole to a maximum depth of approximately 150 feet below ground surface. The compressor on the rig must be of sufficient capacity to recover drill cuttings needed for representative sampling of geological materials at depth intervals of 5 feet. The air from the compressor into the borehole must be filtered and free of oil, grease, and any other contaminants.

An 8-inch ID steel casings shall be installed through the unconsolidated overburden and at least 10 feet into the competent bedrock (estimated depth of 20 to 40 feet). The annular space between the casing and borehole will be grouted to grade; grout lost to the formation will be replaced. Grout shall be a cement bentonite mixture (95% to 5% dry weight). For wells to have above-grade stick-up, the well steel casing shall extend approximately 2-feet above grade. Twenty-four hours of set time shall be allowed before additional drilling can be performed at the same location. After the grouting of the hole is complete (including 24 hour set time), an 8-inch diameter borehole will be drilled through the rock to the target depth of approximately 150 feet, or some other depth specified by the PRIME CONTRACTOR.

Following the geophysical logging of the borehole, the boreholes will be completed with a pair (shallow and deep) of 2-inch diameter PVC wells. The shallow bedrock well will have a 10-foot screen interval to be located somewhere between 40 and 50 feet, or at some other interval specified by the PRIME CONTRACTOR. The deeper bedrock well will have a 15-foot screen interval to be located somewhere between 100 and 150 feet, or at some other interval specified by the PRIME CONTRACTOR. The portion of the borehole below the bottom of the deep well screen and between the two wells, shall be abandoned with bentonite pellets to approximately 2 feet below the screen of the well being constructed.

The well casing and screen shall be lowered to the target depth. A washed silica gravel filter pack extending from the base of the boring to approximately two feet above the screen will be placed in the annular space around the casing using a tremie pipe. The filter pack shall be placed cautiously to minimize possible bridging, and the sand level shall be checked frequently. A finer-grained secondary filter pack shall be placed for a length

of approximately two feet above the primary filter pack. A minimum three-foot bentonite pellet seal shall be placed above the sand pack to seal the permeable zone. An additional five-foot bentonite slurry may be placed at the discretion of the PRIME CONTRACTOR. The remainder of the annulus shall be tremie-grouted to ground surface with a cement-bentonite mixture containing 5% bentonite (dry weight). The grouting tremie pipe shall be equipped with a side discharge head. All wells will have above-grade stick-up, the PVC riser shall have a two-foot stickup.

Two-inch diameter Schedule 40 Type 1 PVC well casing and well screen shall be used. Alternative casings and screens proposed by the SUBCONTRACTOR must meet the requirements for the specified wells and be approved by the PRIME CONTRACTOR. The well screen shall consist of machine slotted Timco High Flow screens or Wheelabrator Engineered Systems Johnson Screens (or approved equivalent) designed to maximize the open area. The slot size of screens and grade of the gravel filter pack shall be approved by the PRIME CONTRACTOR before installation.

### 3.8 Well Finishing

The SUBCONTRACTOR shall install stick-up completion as directed by the PRIME CONTRACTOR. For a stick-up completion, the top of steel casing shall extend approximately 2 feet above grade. A minimum 3 ft x 3 ft 12-inch thick reinforced (3-#4 reinforcing bars, spaced equally, each way, top and bottom) concrete pad shall be poured around each standpipe. Each concrete pad shall be sloped to promote drainage away from the well. The steel casings shall have removable and lockable steel lids with non-corroding brass or bronze locks. The PVC casings shall have removable pressure caps. The unit price for surface completions shall include stickup casing, caps, lock and reinforced concrete pad.

The construction requirement for a flush mount completion shall be similar. Materials and labor for installing stick-up casings, flush mount completions, and concrete pads do not constitute separate pay items.

### 3.9 Development of Wells

A unit rate shall be provided on the Cost Proposal Form for the development of each of the new wells. The unit rate shall include use of equipment, labor, decontamination, and all other appurtenant costs. Estimated Quantities (hours per well times number of wells) have been provided on the Unit Rate Bid Form. The SUBCONTRACTOR is required to excavate a sump area at each well location to contain groundwater from well development, or employ other means to contain the water and direct it to containers to be provided by the SUBCONTRACTOR. Each well shall be developed by over pumping and/or surging. Development will be implemented at each well until the purge water is relatively free of turbidity, as determined by the PRIME CONTRACTOR.

### 3.10 Sampling Drill Cuttings and Measuring Aquifer Discharge

The SUBCONTRACTOR shall collect drill cuttings representative of stratigraphy at 5-foot depth intervals during drilling and provided to the PRIME CONTRACTOR. Discharge from water bearing zones encountered during drilling shall be measured using industry-accepted practice. The SUBCONTRACTOR is required to excavate a sump area at each well location to contain ground water from well discharge measurement and well development, and to provide a portable pump through which the ground water can be pumped to the containers provided by the SUBCONTRACTOR.

### 3.11 Abandonment of Borings

Any boring that does not meet the depth, alignment, plumbness or other requirements, or any boring on which the SUBCONTRACTOR stops work before completion, will be considered as an abandoned boring. A new boring shall be started in the immediate vicinity at a location designated by the PRIME CONTRACTOR after the clearance of utilities has been established by the SUBCONTRACTOR. No payment will be made for any work on an abandoned boring. An abandoned boring shall be backfilled using a mixture of 95% cement and 5% bentonite.

If the base of the borehole is required to be plugged by the PRIME CONTRACTOR, for instance in the case of a lack of fractures and flow as determined from downhole geophysics, the borehole will be backfilled with



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a mixture of 95 % cement and 5% bentonite, or bentonite pellets as approved by the PRIME CONTRACTOR. The SUBCONTRACTOR will provide a per foot cost to accomplish this task.

### 3.12 Water Handling, Containment and Treatment

The SUBCONTRACTOR is required to excavate a lined pit at each well location to contain cuttings and provide temporary storage for drilling water during drilling activities. The SUBCONTRACTOR shall be responsible to provide all labor, equipment and materials to contain, temporarily store at location all drilling water, and development water and transfer to the on-site storage facility. The PRIME CONTRACTOR will provide a tank at a central location for the SUBCONTRACTOR to discharge all drilling and development water. Drilling water shall be pumped from the pits into containers to allow for additional capacity and to allow for suspended solids to settle out. The SUBCONTRACTOR shall provide no less than 500 gallons of mobile container capacity during drilling activities. From the containers, the SUBCONTRACTOR shall pump water to the on-site storage tank to be provided by the PRIME CONTRACTOR.

### 3.13 Handling of Drill cuttings

All drill cuttings generated during drilling will be handled and transferred to an area on-site designated by the PRIME CONTRACTOR. The SUBCONTRACTOR will provide an hourly rate (on the cost proposal form) to accomplish this task.

### 3.13 Daily Reports

During drilling, the SUBCONTRACTOR shall prepare, on a daily basis, a detailed drilling report. The report shall include, but not be limited to, the following:

- Footage completed at each location or boring during each work shift, well construction progress, depth to bedrock if applicable, depth and flow rate of ground water encountered at each location, etc.
- Summary of lump sum and unit price bid item quantities for each shift.

The detailed drilling report shall be prepared and maintained on a daily basis by the SUBCONTRACTOR regardless of records and logs prepared by the PRIME CONTRACTOR.

The PRIME CONTRACTOR shall have access to the SUBCONTRACTOR's drilling report at all times and one copy shall be signed by the SUBCONTRACTOR's authorized representative and furnished to the PRIME CONTRACTOR for each day while the work is in progress.

### 3.14 Decontamination

The SUBCONTRACTOR shall be required to decontaminate the equipment and materials needed in the performance of the work as described below. Following decontamination, any decontaminated equipment that touches the ground will be considered contaminated and shall require additional decontamination before use with no additional payment.

#### 3.14.1 Primary Decontamination

The "Primary" decontamination effort consists of two efforts: 1) initial decontamination (prior to and directly following site mobilization) and 2) final decontamination (prior to site demobilization). The payment for "Primary" decontamination is included in the Lump Sum for "Primary" site mobilization/demobilization efforts.

The first phase of initial decontamination shall be performed before mobilizing the equipment to the site. In the first phase of initial decontamination, the SUBCONTRACTOR shall thoroughly clean the equipment required to drill the borings using a high-pressure wash with potable water to remove any encrusted soil, mud, or organic matter which may adhere to the equipment and well construction materials. This will include but not be limited to augers, drill bits, threads, the pump and piping used for well development, and other tools and materials required to perform the work.

The second phase of decontamination shall be performed following the mobilization of equipment and materials to the site, and before performing any work. The following decontamination procedure shall be used for the second phase of initial decontamination for sampling equipment (e.g. submersible pumps):

- Wash sampling equipment with laboratory detergent and potable water.
- Rinse sampling equipment with potable water.
- Rinse with reagent grade ethanol or isopropanol if grease or oil is observed on sampling equipment.
- Rinse with distilled water.
- Allow sampling equipment to air dry.
- Wrap sampling equipment in aluminum foil or plastic if necessary, to prevent contamination before use.

The second phase of decontamination for drilling and well development equipment shall consist of the following:

- Wash with a high pressure steam cleaner using laboratory detergent and potable water.
- Rinse with high pressure steam cleaner using potable water.
- If necessary, rinse with reagent grade ethanol or isopropanol.
- Rinse with potable water.

For the pump used for developing wells, at least 50 gallons of potable water shall be pumped through it. All decontamination solutions and rinseates from the second phase of initial decontamination must be collected and transferred to the on-site storage tank provided by the PRIME CONTRACTOR.

**Final** decontamination shall be required to prevent movement of contaminants to areas offsite, and shall be performed before demobilizing the equipment. For final decontamination, the SUBCONTRACTOR shall follow the decontamination procedure set forth for initial decontamination. Final decontamination of equipment shall include, but not be limited to, the drills, vehicles, drill pipes, and all other tools that might have been contaminated during the work. The payment for final decontamination is a part of the "Primary" site mobilization/demobilization efforts.

#### 3.14.2 Internal Decontamination

Internal decontamination shall be performed by the SUBCONTRACTOR to prevent cross contamination between drilling locations. Decontamination between borings shall include all drilling equipment and other tools that might introduce contamination to a new location or sampling depth interval. The procedure listed above for the second phase of initial decontamination for drilling equipment shall also be used for internal decontamination. The payment for "Internal" decontamination will be determined in accordance with the "Internal" mob/demob unit rates for the type of well installed at each well location.

#### 3.15 Management of Investigation-Derived Waste

Disposable sampling equipment and personal protective equipment (PPE) will be placed into plastic trash bags and will be disposed in the municipal solid waste stream (i.e., in a trash dumpster) provided by the PRIME CONTRACTOR. Decontamination soaps and water rinses will be collected and placed in the on-site storage tank to be provided by the PRIME CONTRACTOR.

#### 3.16 Cleanup

At the conclusion of the work at each boring location, the SUBCONTRACTOR shall backfill the sump area and remove all equipment, tools, material, and supplies, and shall leave the site clean and clear of all debris generated by his work. The cuttings shall remain at each well location; however, they will be consolidated into one pile and the surrounding area cleaned to the maximum extent possible.

#### 3.17 Restoration of Damaged Property

The SUBCONTRACTOR shall conduct all work in a manner to prevent any destruction, scarring or defacing of the work site. In the event that property is damaged while accessing the drill sites and performing the work, the SUBCONTRACTOR shall, as a part of the well installation effort and at his own expense, restore the

damaged property to its original condition. The restoration work is anticipated to typically include, but not limited to, repair of fences and roads, concrete or asphalt paving, and leveling of ruts. Grassy areas shall be leveled, smoothed, re-seeded, and stabilized with straw to minimize erosion.

The SUBCONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, existing structures, or other public or private property which may be caused by transporting equipment, materials, or men to or from the site, boring or well location. SUBCONTRACTOR shall make satisfactory and acceptable arrangements with the responsible individuals having jurisdiction over the damaged property concerning its repair or replacement at no additional cost to the PRIME CONTRACTOR.

#### 4.0 SCHEDULE

SUBCONTRACTOR shall be required to complete mobilization at the site within two weeks of receipt of authorization to proceed from the PRIME CONTRACTOR. SUBCONTRACTOR should anticipate to mobilize to the BJS site in early December.

Each bidder shall briefly propose a schedule for completion for accomplishment of the work described herein, assuming the following:

- Two to 4 weeks of no activity after the boreholes have been drilled to target depth so to allow the borehole geophysical logger to complete and analyze his work.

**SUBCONTRACTOR SHALL SUBMIT HIS PROPOSED SCHEDULE WITH SUBMISSION OF HIS PROPOSAL.**

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Attachment 4

Figures and Tables

Figures

Figure 1 - Site Location

Figure 2 - Well location Map

Tables

Table 1 - General Well Information

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Attachment 5

Photographs

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ATTACHMENT 3

TECHNICAL SERVICES SUBCONTRACT AGREEMENT

ATTACHMENT 2

**INSTRUCTIONS: PROPOSAL SUBMISSION PACKAGE**

Pricing and Declarations Form

Offeror's Declaration and Understanding

Pricing of Work Considerations

Lower-Tier Subcontractor Information Form

Personnel Qualifications Form of SUBCONTRACTOR and Second-Tier Subcontractors

Offeror's Previous Work Experience/Reference Form

Offeror's Approach and Clarifications Form

Cost Proposal Form

Certification of Training, Medical, and Safety Requirements

Insurance Certificate(s) of SUBCONTRACTOR and Second-Tier Subcontractors

Subcontractor's Schedule

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**PRICING AND DECLARATIONS FORM**

NOTE TO Offeror: Use preferably BLACK ink for completing this Proposal Submission Package.

To: Tetra Tech, Inc.

Address: 56 West Main Street, Suite 400

Christiana DE 19702

Project Title: Drilling and Well Installation Services for the Big John Salvage Site

Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Offeror's person to contact for additional information on this Proposal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ADDENDA.** Receipt of the following addenda is hereby acknowledged. (If none, write none.)

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_



**OFFEROR'S DECLARATION AND UNDERSTANDING**

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The undersigned, hereinafter called the Offeror, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the EPA or the Prime Contractor and that the Proposal is made without any connection with any persons submitting another Proposal on the Subcontract.

The Offeror further declares that it has carefully examined the RFP, that it has satisfied itself as to the quantities involved, including materials and equipment, and conditions of Work involved, including the fact that the description of the quantities of Work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the RFP, and that this Proposal is made according to the provisions and under the terms of the RFP, which are hereby made a part of this Proposal.

The Offeror further acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Subcontract.

The Offeror further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface features to be encountered from its inspection of the site and from reviewing any available records, of exploratory work furnished by the Prime Contractor, the EPA, other sources, or included in this RFP; and that failure by the Offeror to acquaint itself with the physical conditions of the site and all the available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

The Offeror warrants, as a result of its examination and investigation of all the aforesaid data, that it can perform the Work in a good and workmanlike manner and to the satisfaction of the Prime Contractor and EPA. The Offeror understands and agrees that neither the Prime Contractor nor the EPA assume any responsibility for any representation made of any of their officers or agents during or prior to the execution of the Subcontract, unless (1) such representations are expressly stated in the Subcontract, and (2) the Subcontract expressly provides that the responsibility therefore is assumed by the Prime Contractor.

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee expecting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this assurance, the Prime Contractor shall have the right to annul the Subcontract without liability or, at the Prime Contractor's discretion, to deduct from the Subcontract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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**PRICING OF WORK CONSIDERATIONS**

On the provided Proposal Form, amounts shall be shown in both words and figures. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. For any unit price items, in case of discrepancy between unit prices and totals, unit prices will prevail. For any lump sum items, subtotals prices will prevail in case of discrepancy between subtotals and totals. All Work not specifically set forth as a pay item in the unit price shall be considered a subsidiary obligation of the Subcontractor and all costs in connection therewith shall be included in the unit price. The Offeror agrees that the unit prices represent a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of Work called for in this RFP.

The Offeror further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Subcontract Documents and based on the listed unit price amounts, it being expressly understood that the estimated quantities of items listed hereinafter are not guaranteed and that final payment will be based on actual quantities of Work performed. The Prime Contractor reserves the right to increase or decrease the amount of any class of Work as may be deemed necessary. Unless otherwise stated, all prices should be based on the assumption that the Work will be conducted at the levels of personnel protection stated in the attached Site Health and Safety Plan.

**LOWER-TIER SUBCONTRACTOR INFORMATION FORM**

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The Offeror further proposes that the following lower-tier subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Offeror is awarded the Subcontract:

Name of Lower-Tier Subcontractor	Address
Type of Work	
Name of Lower-Tier Subcontractor	Address
Type of Work	
Name of Lower-Tier Subcontractor	Address
Type of Work	

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**PERSONNEL QUALIFICATIONS FORM**

The Offeror shall identify the qualifications of personnel proposed for this project. The Prime Contractor reserves the right to request the resumes associated with Offeror personnel during Proposal review, if necessary.

Name	Years of Experience
Responsibility	
Name	Years of Experience
Responsibility	
Name	Years of Experience
Responsibility	
Name	Years of Experience
Responsibility	
Name	Years of Experience
Responsibility	
Name	Years of Experience
Responsibility	

**OFFEROR'S PREVIOUS WORK EXPERIENCE/REFERENCE FORM**  
(Maximum of 5 Projects)

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Name of Project	Contact Name, Address, and Telephone Number
Description	
Name of Project	Contact Name, Address, and Telephone Number
Description	
Name of Project	Contact Name, Address, and Telephone Number
Description	
Name of Project	Contact Name, Address, and Telephone Number
Description	
Name of Project	Contact Name, Address, and Telephone Number
Description	
Name of Project	Contact Name, Address, and Telephone Number
Description	

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Provide any additional information which might affect evaluation of your Proposal. This can include exceptions to any portion of the RFP, clarifications, key equipment considerations, alternative approaches, suggested changes to the work etc.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**CERTIFICATION OF TRAINING, MEDICAL, AND SAFETY  
REQUIREMENTS**

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The Subcontractor acknowledges that it has read, understands, and has made available to its employees copies of 29 CFR 1910.120, 29 CFR 1910.134, EPA Executive Order 1440.2, and the provisions of American National Standards Institute Standard Z88.2 for respiratory protection. The Subcontractor hereby certifies that the Subcontractor and its employees who will be engaged in working on or near the Greenwood Chemical site under Subcontract No. \_\_\_\_\_ meet all of the requirements of the above documents. These requirements include, but are not limited to, the following items:

- A. The Subcontractor's employees have been examined by a licensed physician within the last 12 months and have been determined to be physically able to perform the Work, and to use the respiratory and other protective equipment required for this assignment;
- B. The Subcontractor's employees have been trained in the proper use of respirators and their limitations;
- C. The employees have received the required health and safety training for working in environments with known and unknown hazards;
- D. The Subcontractor has established and is maintaining a respiratory protection program that complies with the provisions of 29 CFR 1910.134;
- E. The Subcontractor maintains appropriate surveillance of the Work area conditions and degree of employee exposure or stress; and
- F. Compliance with 29 CFR 1910.120.

The Subcontractor further certifies that only respirators approved or accepted by NIOSH/MSHA will be used by the Subcontractor's employees; that each of the Subcontractor's employees has been properly fitted to the respirators provided by the Subcontractor, including a test of the face-to-face piece seal; that the Subcontractor has provided its employee with written procedures covering safe use of respirators in dangerous atmospheres, and that the Subcontractor has established a program for inspection, maintenance, and care of the respirators.

\_\_\_\_\_  
Signature of Subcontractor

Title \_\_\_\_\_

Date \_\_\_\_\_

**ORIGINAL**

BIG JOHN SALVAGE SITE  
DRILLING AND WELL INSTALLATION SERVICES RFP  
NOVEMBER 2004

**INSURANCE CERTIFICATE(S)**

The bidder and each second-tier subcontractor shall herein provide an insurance certificate indicating the presence of insurance coverage, at minimum in the amounts described in this proposal that is currently for the execution of this project.



**SUBCONTRACTOR'S SCHEDULE**

The bidder shall herein provide his schedule for completion of the work.

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**TECHNICAL SERVICES  
SUBCONTRACT AGREEMENT**

**By And Between**



**TETRA TECH**

**And**

**SGS Environmental Services, Inc.**

**Under the**

**RESPONSE ACTION CONTRACT**

**U.S. EPA REGION 3**

**CONTRACT NO. 68-S7-3002**

**Subcontract No. RAC3 -2004-25**

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- B SUBCONTRACT COMPENSATION SCHEDULE
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- D REPRESENTATIONS AND CERTIFICATIONS OF THE SUBCONTRACTOR

ORIGINAL

# TETRA TECH TECHNICAL SERVICES SUBCONTRACT

## PREAMBLE AND SUBCONTRACT EXECUTION

11/23/04

Date

SGS Environmental Services, Inc.

Subcontractor

5712 Erdman Avenue, Baltimore, MD 21205

Subcontractor Address

Robert St. E. Atkinson

410 483-2200

Subcontractor Representative

Telephone No.

RAC 3, Prime Contract No. 68-S7-3002

Prime Contract Name and Contract Number

Subcontract Number

Tetra Tech, Inc.

Prime Contractor

56 W. Main Street, Christiana, DE 19702

Tt Address

Tad Yancheski

(302)738-7551

Tt Subcontract Administrator

Telephone No.

Carl Hsu

(302)738-7551

Tt Program Manager

Telephone No.

**In consideration of their mutual promises, the Prime Contractor and Subcontractor agree to the following:**

This subcontract supersedes all previous understandings, written or oral, between the parties and sets forth the entire understanding of the parties regarding this subcontract. By accepting this subcontract, the Subcontractor agrees to be bound by the Subcontract Schedule discussed in Section 1.0, the Terms and Conditions discussed in Section 2.0, the Federal Acquisition Regulation (FAR) Provisions discussed in Section 3.0, and the documents incorporated by reference in or as an attachment to this subcontract. This subcontract shall be construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this subcontract in accordance with the terms, conditions, and provisions stated in this subcontract as of the latest date shown below.

Subcontractor

Tetra Tech, Inc.

Prime Contractor

Authorized Subcontractor Signature

Authorized Tt Signature

Name (Print)

Carl K. Hsu, Ph.D., P.E.

Name (Print)

Program Manager

Title

Date

Title

Date

ORIGINAL

## SECTION 1.0 SUBCONTRACT SCHEDULE

### 1.1 DESCRIPTION OF SERVICES

In support of the U.S. Environmental Protection Agency (EPA) Response Action Contract (RAC 3), the Subcontractor shall provide all services and material specified in the Statement of Work in Attachment A and any amendments or modifications thereto for the term specified and/or the required deliverables and reports required to be completed. At the direction of the Prime Contractor's Program Manager or his duly authorized designee, and pursuant to the requirements set forth under this subcontract, the Subcontractor shall exert its best efforts to perform all subcontractor services in accordance with the terms, conditions, and provisions included in this subcontract or incorporated as attachments hereto and made a part hereof. Subcontractor shall furnish the necessary personnel, material, equipment, and supplies and shall do all things necessary for or incident to the performance of work specified in the Statement of Work subject to the maximum price identified in this Agreement.

### 1.2 PERIOD OF PERFORMANCE

The services to be performed by the Subcontractor under this Agreement shall commence as of the date first above written and shall terminate on June 30, 2005, unless sooner terminated under other provisions of this Agreement.

### 1.3 SUBCONTRACT TYPE

This subcontract is a indefinite quantity fixed unit price subcontract arrangement that provides for the Subcontractor to furnish the services and/or supplies for well drilling and installation services.

### 1.4 COMPENSATION

The Prime Contractor shall compensate the Subcontractor for satisfactory performance under this subcontract in accordance with the Subcontractor's Bid in Attachment B.

The maximum price to be allowed under this Agreement shall not exceed \$270,125.00.

### 1.5 ORDERING

Subcontractor understands that the Prime Contract is incrementally funded. It is therefore understood that this Agreement is funded only to the extent funds are made available by EPA to the Prime Contractor for allocation to Subcontractor.

Subcontractor understands that funding is authorized only to the extent that is specified in this Agreement, and that any charges incurred beyond the maximum price will not be compensated, unless there is prior written authorization.

In the absence of funding available for allocation to Subcontractor under the Prime Contract, the Prime Contractor shall direct Subcontractor to stop work until such time as funding becomes available. Such a direction to stop work will not be considered a "Change" under this Agreement, nor will it entitle Subcontractor to any additional cost, price, or fee except as provided under the Federal Acquisition Regulation (FAR) 52.212-013 "Stop Work Order".

Nothing in this Agreement obligates the Prime Contractor to pay Subcontractor monies which are not subsequently reimbursed by the Government for work authorized by the Government.

Monies disbursed to Subcontractor by the Prime Contractor not subsequently reimbursed by the Government shall be promptly refunded to the Prime Contractor by the Subcontractor. Subcontractor understands that the Prime Contract is incrementally funded.

## 1.6 KEY PERSONNEL

No key Subcontractor personnel are identified under this subcontract. However, to the extent possible, the same personnel shall be assigned to the contract for the duration of the work.

## 1.7 REPORTS

The Subcontractor may be required to submit monthly status reports detailing progress and costs for each task for the current and cumulative period, as well as a summary of work performed.

## 1.8 INVOICES

The Subcontractor shall submit, once monthly, invoices for work completed to date. The invoice shall be due on the 3rd day of each month and shall contain all information required for completion of EPA Form 1900-34A. The invoices shall be detailed by work order and reflect costs incurred for the current and cumulative period and include, at a minimum, the following information:

- a. The remittance address
- b. The subcontract number, purchase order number, and Tetra Tech project manager name
- c. The invoice billing period
- d. Sufficient description of costs incurred
- e. Back-up documentation, including time sheets, receipts, expense sheets, subcontractor invoices, and other such documents which support invoiced amounts, if requested by the Prime Contractor
- f. Original signature of the officer of the company responsible for preparing the invoice
- g. Final invoice clearly marked as final and indicating that all services have been completed and/or supplies furnished and that the final invoice represents complete consideration for all services rendered and/or supplies furnished

The invoice shall be submitted to the Site Manager at the following address:

Tetra Tech, Inc.  
56 W. Main Street  
Christiana, DE 19702  
Attention: Tad Yancheski

Reimbursement will be made within thirty (30) days after Tetra Tech's receipt of an acceptable invoice and copies of all supporting documents requested by the Prime Contractor. If invoiced costs are disallowed for any legitimate reason, Subcontractor agrees to make an appropriate adjustment on the following invoice or otherwise reimburse the Prime Contractor.

## SECTION 2.0 TERMS AND CONDITIONS

### 2.1 INCORPORATION BY REFERENCE

All clauses, specifications, standards, drawings, exhibits, documents, and other materials attached to or referenced in this subcontract are incorporated herein with same force and effect as if included in full text. The following documents are incorporated by reference as an integral part of the subcontract:

Attachment A - Statement of Work

Attachment B - Subcontract Cost Schedule

Attachment C - Supplemental Terms and Conditions

Attachment D - Representations and Certifications of the Subcontractor

### 2.2 ORDER OF PRECEDENCE

Any inconsistency between any of the provisions of this subcontract shall be resolved by giving precedence to the subcontract sections and documents listed below in the following order:

- a. The Subcontract Schedule in Section 1.0, including the Price Schedule in Attachment B
- b. Representations and other instructions incorporated in Attachment D, Representations and Certifications of the Subcontractor
- c. The Terms and Conditions discussed here in Section 2.0, and in Attachment C, Supplemental Terms and Conditions
- d. The Federal Acquisition Regulation (FAR) Provisions referenced in Section 3.0
- e. The Statement of Work in Attachment A
- f. All other provisions of this subcontract
- g. The prime contract
- h. Subcontractor proposal(s)

### 2.3 STANDARD OF CARE

The Subcontractor shall render the services specified in Attachment A, the Statement of Work, in a manner consistent with the generally accepted standards of care, quality, and skill applicable to the Subcontractor's field or profession. The Subcontractor also agrees to furnish or assign only fully qualified and competent personnel to perform such services. If the Prime Contractor is not reasonably satisfied for any reason with the services or personnel provided by the Subcontractor, the Subcontractor shall promptly re-perform and correct the unsatisfactory services or replace or repair the unsatisfactory materials, supplies, or equipment at its own cost and expense to the satisfaction of the Prime Contractor as determined by Prime Contractor in its reasonable discretion. The Subcontractor shall re-perform unsatisfactory services and/or repair or replace unsatisfactory materials, supplies, or equipment in addition to its other duties and responsibilities hereunder and without limiting in any way Prime Contractor rights and remedies hereunder.

All Subcontractor personnel assigned to the Work shall be required to cooperate in a reasonable manner with Prime Contractor's personnel. In the event any of Subcontractor's assigned personnel fails to cooperate, the Program Manager shall inform the Subcontractor in writing of the degree and nature of the lack of cooperation. If reasonable cooperation is not restored to Prime Contractor's satisfaction, Subcontractor shall relieve said uncooperative assigned personnel of their duties under this Agreement when requested to do so by the Program Manager. The Program Manager will make this request in writing indicating the degree and nature of the lack of cooperation. Subcontractor's failure to comply with the above may result in cancellation of the work by the Prime Contractor.



## **2.4 SPECIFICATIONS**

All materials, equipment, and/or supplies listed in the Statement of Work in Attachment A to which Government specifications are applicable must comply with such specifications current as of the date of this subcontract. If Government specifications of any materials, equipment, and/or supplies are revised prior to shipment, the Subcontractor, by first obtaining the written consent of the Prime Contractor, may furnish such materials, equipment, and/or supplies in accordance with the revised specifications.

## **2.5 INSPECTION**

All supplies and services shall be subject to inspections and/or tests conducted by the Prime Contractor and its client to the extent practicable at all times during the period of performance and, in any event, prior to delivery.

## **2.6 WARRANTIES**

In addition to any other express or implied warranties, the Subcontractor warrants that all materials, equipment, and/or supplies furnished will conform to the Statement of Work requirements in Attachment A and are free of any defects. The Subcontractor also warrants that all designs furnished or workmanship performed by the Subcontractor or any lower-tier subcontractor or supplier are free from defect. Inspections, tests, acceptance, or payment hereunder shall not relieve the Subcontractor from any liability under its warranties or any other terms or conditions of the subcontract. The warranties and remedies provided for in this subcontract shall be in addition to any other remedies provided by law. The Subcontractor agrees to grant the Prime Contractor the same warranties to the same extent as shall be granted by the Prime Contractor to the Government. The Subcontractor also agrees that the Government shall be the third-party beneficiary of any warranties granted to the Prime Contractor.

## **2.7 SUBCONTRACTOR/GOVERNMENT INTERFACE**

All meetings and other contacts involving Subcontractor personnel and/or their representatives with United States Government personnel and/or their representatives, relative to the effort to be performed herein, shall be prearranged through the Prime Contractor's Program Manager. Subcontractor is further reminded that only the Prime Contractor can direct the Subcontractor's performance and/or modify the terms and conditions of this subcontract.

## **2.8 PRESERVATION, PACKAGING, AND PACKING**

All materials, supplies, reports, and other deliverables sent to the Prime Contractor shall be preserved, packaged, and packed by the Subcontractor in accordance with best standard commercial practices for domestic shipment, which shall be adequate to ensure against damage or deterioration during transit and storage pending usage.

## **2.9 SKETCHES AND DRAWINGS**

All sketches, drawings, tracings, computations, survey notes, and other original documents prepared by the Subcontractor as part of the services provided or work performed hereunder shall be delivered to the Prime Contractor.

## **2.10 FORCE MAJEURE**

The Subcontractor shall not be responsible for any delays in the performance of its services hereunder by reason of acts of God or other similar causes beyond the Subcontractor's reasonable control, and in the event of any such cause of delay, the period of performance hereunder shall be extended accordingly as determined by the Prime Contractor at its reasonable discretion. The Subcontractor acknowledges and agrees that (1) such an extension of the period of performance hereunder will be the Subcontractor's sole remedy and the Prime Contractor's sole responsibility or obligation for or in connection with any such cause of delay, and (2) the Subcontractor will not be entitled to any increase in the compensation to be paid to it hereunder by reason of any such delay.

## 2.11 INDEMNIFICATION

The Subcontractor shall defend, indemnify, and hold harmless to the full extent permitted by law the Prime Contractor and its parent, subsidiary, and affiliate companies, and the directors, officers, employees, and agents of any and all of the foregoing, to the full extent permitted by applicable law from and against any and all claims, damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses, including court costs and attorneys' fees (all of which shall collectively be referred to hereafter in this article as "liabilities"). These liabilities include, without limitation, any claims or proceedings related to any hazardous wastes or toxic substances present at each site or location or involving any violation of or liability under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and/or any other federal, state, or local environmental statutes or amendments to, extension of, or regulations resulting from the Subcontractor's negligent performance and willful misconduct hereunder.

Regardless of any other provisions herein to the contrary, the Subcontractor shall not be obligated to indemnify the Prime Contractor for liabilities caused by the Prime Contractor's negligent acts or omissions. The Prime Contractor agrees to indemnify the Subcontractor to the same extent that the Subcontractor has indemnified the Prime Contractor above.

The Subcontractor's and Prime Contractor's obligations under this clause shall survive any expiration or termination of this subcontract or the period of performance hereunder.

## 2.12 BREACH OF CONTRACT

In the event of a breach by the Subcontractor of any provision hereof that remains uncured ten (10) days after notice to the Subcontractor of such a breach from the Prime Contractor, the Prime Contractor shall have the right, in addition to all other rights and remedies available to it hereunder by law or in equity, to terminate or suspend its performance under this agreement and to assert a claim against any amounts that the Prime Contractor may owe the Subcontractor in the amount of any loss, liability, damage, cost, or expense incurred or reasonably expected to be incurred by the Prime Contractor as a result of such breach.

## 2.13 COMPLIANCE WITH LAWS

During its performance of services or work hereunder, the Subcontractor shall comply in all respects with any and all federal, state, and local laws and regulations applicable to its performance hereunder, including, without limitation, RCRA, CERCLA, and any other federal, state, or local environmental laws and regulations, including amendments to and extensions of any such laws and regulations. The Subcontractor agrees to indemnify the Prime Contractor against any liability, loss, cost, damage, or expense resulting from the Subcontractor's violation of such laws and regulations.

## 2.14 EQUAL OPPORTUNITY EMPLOYMENT

Tetra Tech is an equal opportunity employer, has no segregated facilities and complies with the regulations set forth in Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. All Tetra Tech Subcontractors who accept this subcontract are to comply fully with the regulations listed herein.

## 2.15 INFORMATION RELEASES

No information releases, including photographs, films, public announcements, and confirmations of information, shall be made by the Subcontractor to any third party on any of the subject matter related to this subcontract or any phase of any program hereunder without the prior written approval of the Prime Contractor.

## 2.16 TECHNICAL AND ADMINISTRATIVE REPRESENTATIVES

The Prime Contractor's project manager is the authorized technical representative responsible for day-to-day clarifications and guidance that may be required by the technical work performed under this subcontract.

**ORIGINAL**

All written communications between the Subcontractor and Prime Contractor shall be addressed and directed to the Prime Contractor's Program Manager (or designee such as the project manager) identified in the Preamble of this subcontract, as appropriate. No verbal or written request, notice, authorization, direction, or order received by the Subcontractor shall be binding upon the Prime Contractor or serve as the basis for a change under this subcontract unless issued or confirmed in writing by the Prime Contractor's Program Manager (or designee). The Subcontractor shall immediately notify the Prime Contractor's Program Manager (or designee) whenever a verbal or written change has been received from a Prime Contractor employee other than the Program Manager (or designee) that would affect any of the terms, conditions, costs, schedules, or other material aspects of this subcontract.

## **2.17 CHANGES MADE BY PRIME CONTRACTOR**

(a) Subcontractor hereby acknowledges that the Prime Contract contains a changes clause, pursuant to which the EPA may, at any time by written order, make changes to work to be performed under the Prime Contract. The Prime Contractor may, without in any way invalidating this Agreement, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the work to be performed under this Agreement which are required by changes ordered by EPA or the Prime Contractor.

(b) Changes to this Agreement shall only be authorized if they are directed in writing to Subcontractor. No oral, and no other written changes, including assistance, suggestions, or advice that may be rendered by other personnel of the Prime Contractor or EPA shall authorize or entitle Subcontractor to any adjustment to this Agreement. Changes to the work described in Attachment A will be modified through issuance of a written change order.

Any request by Subcontractor for an adjustment under this Article that is approved must be documented, in writing, in the form of a change order request fully supported by factual information to the Program Manager, within thirty (30) days from the date of receipt by Subcontractor of the written change authorization or within such extension of that thirty day period as the Prime Contractor, in its sole discretion, may grant in writing.

(c) Subcontractor shall, immediately upon identification of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified in this section, notify the Program Manager of such changes and shall request written disposition. Subcontractor's notice to the Program Manager shall indicate the following:

- The date, nature and circumstances of the conduct regarded as a change;
- The name, function, and activity of each Engineer's individual and Subcontractor official or employee involved in or knowledgeable about such conduct;
- The identification of any documents and the substance of any oral communication involved in such conduct;
- In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- The particular elements of Subcontract performance for which Subcontractor may seek an equitable adjustment under this clause, including:
  - What line items in the Agreement have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- Subcontractor's estimate of the time by which Engineer must respond to Subcontractor's notice to minimize cost, delay, or disruption of performance.

Subcontractor shall not proceed with any proposed changes identified in the notice, unless notified to proceed in writing, in accordance with (b) herein.

The Prime Contractor shall promptly respond to the proposed change in one of the following ways:

- Confirm that the conduct of which Subcontractor gave notice constitutes a change and when necessary direct the mode of further performance through issuance of a written change order;
- Countermand any communication regarded as a change;

- Deny that the conduct of which Subcontractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- In the event Subcontractor's notice information is inadequate to make a decision, advise Subcontractor what additional information is required, and establish the date by which it should be furnished.

(d) Notwithstanding any pending request for a change submitted by Subcontractor hereunder, Subcontractor shall diligently proceed with performance of authorized work under this Agreement, as directed by Prime Contractor, and nothing herein shall be construed as relieving Subcontractor of its obligation so to perform, including but not limited to the failure of the parties to agree upon Subcontractor's entitlement to, or the amount of, any such adjustment.

## 2.18 INTERPRETATION OF CONTRACT

The Subcontractor shall be obligated to exercise due diligence to discover and to bring to the attention of the Prime Contractor, at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical or contractual provisions in this subcontract.

## 2.19 REMEDIES AND NONWAIVERS

Failure of the Prime Contractor to insist upon strict conformance with the provisions of this subcontract shall not constitute a waiver of any provisions detailed in this subcontract or a waiver of any technical requirements or default provisions detailed in this subcontract.

Unless expressly stated, the remedies detailed in this subcontract shall be nonexclusive and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision of this subcontract shall not constitute a waiver of any subsequent breach of such provision.

## 2.20 INVALIDITY OF ANY PROVISIONS

The invalidity, in whole or in part, of any provisions of this subcontract shall not affect the validity of any other provisions of this subcontract.

## 2.21 DECISIONS RELATED TO THE PRIME CONTRACT

Any decision arising under the Prime Contractor's prime contract and relating to this subcontract shall bind the Prime Contractor and the Subcontractor to the extent that it relates to this subcontract. Notwithstanding, this provision there is no privity of contract between the Subcontractor and the Government.

## 2.22 ASSIGNMENT OF AGREEMENT

This subcontract shall inure to the benefit of and be binding upon the Prime Contractor and the Subcontractor. The subcontract may not be assigned, in whole or in part, by the Subcontractor without the prior written permission of the Prime Contractor.

## 2.23 TITLE TO, USE OF, AND RESPONSIBILITY FOR PROPERTY

All designs, drawings, specifications, and other information, data, materials, or equipment (hereafter referred to as "property") furnished by the Prime Contractor or Government to the Subcontractor to manufacture supplies or provide services under this subcontract shall at all times remain the Prime Contractor's or the Government's property, as the case may be. The Subcontractor shall not use any such property to produce, manufacture, design, or provide any other goods, materials, work, or services other than those specified in this subcontract for services required by the Prime Contractor. The Prime Contractor will furnish or purchase for the Subcontractor's use only property specified by this subcontract or by supplemental written agreement related to this subcontract. The Subcontractor shall be absolutely liable for the safekeeping and preservation of all property in its possession, the title to which is in the Prime Contractor's or Government's name. The Subcontractor shall replace or repair, without expense to the Prime Contractor, any property lost, damaged, or destroyed while in the Subcontractor's possession.

**ORIGINAL**

Upon completion of the work, the Subcontractor shall deliver all property to the Prime Contractor. Upon any termination of this subcontract or otherwise, in addition to any other rights provided for herein or granted by law, the Prime Contractor may require the Subcontractor to transfer title of and/or deliver to the Prime Contractor, in the manner and to the extent directed by the Prime Contractor, any property and contract rights that the Subcontractor has specifically produced or acquired to perform any part of this subcontract.

#### **2.24 TAXES**

Unless otherwise provided in this subcontract, the price of all services and/or materials specified in this subcontract includes all applicable federal, state, and local taxes.

#### **2.25 PATENT PROTECTION**

Unless specified otherwise in this subcontract, to the extent the supplies, services, or items required hereunder are not manufactured or performed pursuant to a design furnished by the Prime Contractor, the Subcontractor agrees that it will hold the Prime Contractor and/or its agents or customers harmless from any liability, loss, damage, cost, or expense that may be incurred as a result of the infringement of patent rights, copyrights, or other proprietary rights with respect to such supplies, services, or items. The Subcontractor shall also, at its own expense, defend any action, suit, or claim of such infringement with respect to the sale or use of the supplies, services, or items delivered under this subcontract.

#### **2.26 SET-OFF**

The Prime Contractor may set off amounts in dispute against amounts payable to the Subcontractor under any invoices related to this subcontract for any claims or charges the Prime Contractor may have against the Subcontractor. Set-off arrangements are used to adjust the balance of the Subcontractor's invoice when Subcontractor payment can be expedited by reimbursing the Subcontractor for all invoice amounts that are not in dispute.

#### **2.27 PERFORMANCE OF WORK ON PRIME CONTRACTOR OR GOVERNMENT PREMISES**

Any work under this subcontract performed by the Subcontractor on premises under the Prime Contractor's or Government's control is subject to all the provisions of this subcontract governing such work. Performance of work on Prime Contractor or Government premises shall be confined to the area(s) specified by the Prime Contractor or Government.

All Subcontractors shall obtain required identification passes and shall, at all times, conspicuously display a distinctive badge provided by the Prime Contractor or Government identifying such personnel as employees of the Subcontractor. These personnel shall observe and otherwise be subject to rules and security regulations in effect for the particular premises involved.

Except as otherwise specified herein, the Subcontractor shall furnish all materials, tools, and equipment required for the work to be performed. The Subcontractor shall also provide direct supervision of its own employees.

The Subcontractor shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of the work, and, except to the extent that any such injury to persons or damage to property results from the Prime Contractor's or the Government's fault or negligence, the Subcontractor shall hold harmless, indemnify, and protect the Prime Contractor or Government against all related liability, demands, or claims, including the costs of defending against any such claims, resulting from the Subcontractor's performance of this subcontract.

#### **2.28 LOWER-TIER SUBCONTRACTS**

(a) Subcontractor shall not subcontract any of the work to be performed by it under this Agreement nor assign or transfer said Agreement without the prior written approval of the Prime Contractor. Subcontractor will comply with FAR 52.215-24 and provide the necessary documentation to the Prime Contractor in accordance with FAR 52.244-2 prior to the approval of any subcontract. Prime Contractor's approval of any subcontract or assignment shall not affect or waive any provision of this Agreement.

(b) To facilitate the approval process of a proposed lower-tier subcontractor, Subcontractor shall submit the information regarding the lower-tier subcontractor to the assigned Program Manager (or designee) before contracting with such lower-tier subcontractor or initiating work therewith. The Program Manager (or designee) shall review the request for

subcontractor approval, and advise Subcontractor on a timely basis of the decision to consent to or dissent from subcontracting with the proposed subcontractor. In the event that a lower-tier subcontractor is hired by Subcontractor, Subcontractor must comply with Articles herein requiring Subcontract Reports for Small and Small Disadvantaged Businesses, along with any applicable clauses incorporated herein.

(c) Subcontractor acknowledges that the Prime Contract includes goals for award of subcontracts to small businesses and small disadvantaged businesses. Small disadvantaged businesses include minority-owned and woman-owned businesses. These same goals are hereby passed down to Subcontractor:

- Thirty percent of the total work subcontracted will be to small businesses.
- Twenty percent of the total work subcontracted will be to small, disadvantaged businesses.
- Five percent of the total work subcontracted will be to woman-owned businesses.

(d) Subcontractor shall notify the Program Manager of any second-tier subcontract awards to small disadvantaged/minority business enterprises within twenty-four (24) hours after the date of award. Notification may be provided orally but should be followed up immediately in writing. The following information shall be provided within the notification.

- Subcontractor Name
- Whether the subcontractor has been designated "8(A)" by the Small Business Administration
- Date of Award
- Title of Subcontract
- Site Name (if applicable)
- Total potential dollar value (including all options)
- Total potential period of performance (if all options are exercised)

This notification in no way changes the requirements of the Articles entitled "Approval of Lower-Tier Subcontractors" or "Subcontracting Reports- Small Business and Small Disadvantaged Businesses".

(e) Subcontractor shall submit a report for second-tier subcontracting under this Agreement to the Program Manager, if requested. Subcontractor shall submit subcontracting reports on EPA Standard Form 294, semiannually, and Form 295, annually, or on other forms provided by the Prime Contractor. The reports shall be prepared in accordance with the general instructions on the reverse side of each form.

## 2.29 GOVERNMENT PROCUREMENT REGULATION CLAUSES

The Government procurement regulation clauses of the Prime Contractor's contract with the Government are included and incorporated by reference into this subcontract. For purposes of this subcontract, with respect to these referenced clauses, the terms "Government" and "contracting officer" shall be construed to mean "Prime Contractor" and "Program Manager," respectively; and the terms "Contractor" and "contract" shall be construed to mean "Subcontractor" and "subcontract," respectively, as applicable. Notwithstanding, this provision there is no privity of contract between the Subcontractor and the Government. The Government contract will be available for inspection at the Prime Contractor's office.

## 2.30 DISPUTE MEDIATION

Except as otherwise provided in this subcontract, any dispute, controversy or claim arising under this subcontract that is not resolved by agreement shall be resolved by the Prime Contractor. The Prime Contractor's decision shall be in writing, and a copy of the decision shall be mailed or otherwise furnished to the Subcontractor. The decision shall become final unless the Subcontractor provides notice in writing to the Prime Contractor that it disagrees with the decision within thirty (30) days of receipt of the decision.

The Subcontractor can appeal a final decision by using alternative dispute resolution (ADR) procedures, which prevent the acrimony normally resulting from adversarial litigation. Under ADR procedures, the parties will first try to resolve any conflict by prompt, face-to-face negotiations presided over by the Prime Contractor's Procurement Director. If the dispute is not resolved within sixty (60) business days, the matter will be submitted to mediation before the parties resort to arbitration, litigation, or some other dispute resolution procedure. The mediator shall be an impartial mutually acceptable third party who shall act as a neutral advisor, and if necessary, will introduce an impartial opinion as a result of mediating the proceedings.

If an agreement in principal is reached, the agreement will be documented and signed by appropriate officials from each firm. Each firm shall then take necessary actions to implement this agreement. If an agreement is not reached by the parties, the impartial opinion rendered by the neutral advisor will be binding, and judgment on that opinion can be entered in any court having jurisdiction thereof. The parties may elect to use a mediation service that specializes in providing timely ADR services, such as ENDISPUTE or Judicial Arbitration and Mediations Services, Inc. All expenses, including the cost of the neutral advisor or the hearing facility, will be shared equally by the Subcontractor and Prime Contractor.

Pending a final decision of a dispute or appeal, the Subcontractor shall diligently proceed with performance of this subcontract in accordance with the decision of the Prime Contractor.

### 2.31 INSURANCE

The Subcontractor shall, at a minimum and at its own expense, provide and maintain during the entire performance period of this subcontract the kinds and amounts of insurance specified below.

- a. Comprehensive general liability coverage of \$1,000,000 per accident
- b. Automobile insurance of \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage
- c. Employer's liability coverage of \$1,000,000 (either Standard Workmen's Compensation and Employer's Liability Insurance or, when maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance, as required or prescribed by law)

Insurance certificates documenting the required insurance coverage shall be delivered to the Program Manager before work begins. The Subcontractor shall provide a minimum of thirty (30) days notice prior to any change or cancellation of the insurance policies. If such insurance is due to expire before this subcontract is completed, the Subcontractor shall submit renewal certificates.

### 2.32 CONTINUITY OF PERFORMANCE

The Subcontractor is responsible for providing all personnel and equipment necessary to ensure continuity of performance. Unless directed by the Prime Contractor, any changes in equipment or personnel will be considered to be for the convenience of the Subcontractor, and any cost associated with these changes shall be borne by the Subcontractor. If such changes result in a delay of work of more than two (2) hours, the Subcontractor shall compensate the Prime Contractor for each hour the Prime Contractor's employees are idle and for any liquidated damages or other costs the Prime Contractor assesses under its prime contract as the result of such delays.

### 2.33 TERMINATION/FAILURE TO COMPLY

(a) This subcontract may be terminated in whole or in part by Prime Contractor for its convenience. In such event, settlement shall be made in accordance with the provisions set forth in FAR 52.249-8, Termination .

(b) If the Subcontractor fails to deliver the level of effort and/or complete the services in accordance with the agreed upon delivery schedule or specifications of the work order, or fails to comply with any of the provisions, terms, or conditions applicable to this subcontract, the Prime Contractor may either agree to a revised delivery date or schedule and equitable compensation thereof, or terminate this subcontract or the undelivered portion thereof in accordance with FAR clause 52.249-8, Termination without any further liability to the Subcontractor for the undelivered portion.

The rights and remedies of the Prime Contractor provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Prime Contractor by law under the terms of this subcontract.

None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Prime Contractor's right to terminate this subcontract as provided in this article:

- a. Delay by the Prime Contractor in terminating this subcontract
- b. Acceptance of delinquent delivery and/or performance

Any assistance rendered to the Subcontractor under this subcontract or acceptance by the Prime Contractor of delinquent supplies and/or services will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the Prime Contractor to condone delinquency or to waive any rights the Prime Contractor may have.

If Subcontractor is requested to remove any of its personnel from further performance under this subcontract for reasons demonstrated with evidence of unethical conduct, security reasons, or other noncompliance, the Subcontractor shall bear all costs associated with such removal including the costs for the replacement of any personnel so removed.

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#### 2.34 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY CONTRACTS

Not Applicable

#### 2.35 SUBMISSION OF DELIVERABLES

(a) At the request of the Prime Contractor or as directed in the Statement of Work, the Subcontractor shall submit deliverables on microcomputer floppy disks (3 1/2" X 3 1/2") or compact disks and shall be packaged in accordance with standard commercial practice for ADP software. The disks shall be IBM compatible, high density, double-sided, and shall be labeled to indicate:

- 1) Name of deliverable
- 2) Subcontractor Name
- 3) Subcontract Number and Work Assignment Number
- 4) Date written
- 5) Indication of draft or final version

(b) For each deliverable, data shall be separated by category and submitted on the diskettes using the following categories:

<u>DATA CATEGORY</u>	<u>ASCII CONVERTED TO AN ORIGINAL IN</u>
----------------------	--

- |                            |                                       |
|----------------------------|---------------------------------------|
| 1) Narratives              | WordPerfect                           |
| 2) Spreadsheets            | Lotus 1-2-3                           |
| 3) Data Bases              | ASCII Delimited Text                  |
| 4) PC to PC Communications | CrossTalk                             |
| 5) Graphics                | Autocad Freelance<br>and/or Pagemaker |

(c) All data submitted in accordance with this clause shall be in the version of the software applications as directed for use by the Prime Contractor for the above-listed titles (WordPerfect, Lotus, etc.).

#### 2.36 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Prime Contractor, the Subcontractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

#### 2.37 WORKING FILES

The Subcontractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Subcontractor shall provide the information contained in its working files upon request of the Prime Contractor.

#### 2.38 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Subcontractor provided services. In the event such services are required during the term of this contract,



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such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the Subcontractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Subcontractor.

### **2.39 FUTURE EXPERT CONSULTING SERVICES**

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Subcontractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Subcontractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

### **2.40 ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Subcontractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Subcontractor agrees to notify the Prime Contractor immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Prime Contractor any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Subcontractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Subcontractor will immediately make a full disclosure in writing to the Prime Contractor. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with the Prime Contractor and or EPA, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Subcontractor shall continue performance until notified by the Prime Contractor of any contrary action to be taken.

(d) Remedies - The Prime Contractor may terminate the subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Prime Contractor, the Prime Contractor may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

### **2.41 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Subcontractor agrees to notify immediately the Prime Contractor of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Subcontractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Subcontractor agrees to notify the Prime Contractor prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Subcontractor shall immediately notify the Prime Contractor

of the personal conflict of interest. The Subcontractor shall continue performance of this contract until notified by the Prime Contractor of the appropriate action to be taken.

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#### 2.42 LIMITATION OF FUTURE CONTRACTING

(a) The parties to this contract agree that the Subcontractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Subcontractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Subcontractor will be ineligible to enter into a contract for remedial action projects for which the Subcontractor has developed the statement of work or the solicitation package.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the Prime Contractor, the Subcontractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Subcontractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Subcontractor previously performed work for the EPA under this contract.

(d) The Subcontractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Prime Contractor prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Subcontractor's own risk. Therefore, no claim shall be made against the Prime Contractor or Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Subcontractor shall protect such data from unauthorized use and disclosure.

(f) If the Subcontractor seeks an expedited decision regarding its initial future contracting request, the Subcontractor may submit its request to the Prime Contractor, who will submit the request to both the EPA Contracting Officer and the next administrative level within the Contracting Officer's organization.

(g) A review process available to the Subcontractor when an adverse determination is received shall consist of a request for reconsideration to the EPA Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Subcontractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### 2.43 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

(a) The Subcontractor recognizes that Subcontractor employees in performing this contract may have access to data, either provided by the Prime Contractor or Government or first generated during contract performance, of a sensitive nature which should not be released to the public without EPA approval. Therefore, the Subcontractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Subcontractor, any information or data (as defined in FAR Section 27.401) provided by the Prime Contractor or Government or first generated by the Subcontractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Prime Contractor. If a Subcontractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Subcontractor must provide immediate advance notification to the Prime Contractor so that the Prime Contractor and/or EPA can authorize

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such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The Prime Contractor may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the Prime Contractor, the Prime Contractor may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

#### **2.44 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY**

(a) Whenever collecting information under this contract, the Subcontractor agrees to comply with the following requirements:

(1) If the Subcontractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Subcontractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to the Prime Contractor or EPA. The Subcontractor shall identify the information according to source.

(2) If the Subcontractor collects information from a State or local Government or from a Federal agency, the Subcontractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to the Prime Contractor or EPA. The Subcontractor shall identify the information according to source.

(3) If the Subcontractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Subcontractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Subcontractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Subcontractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Prime Contractor.

(ii) Upon receiving the information, the Subcontractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Subcontractor initially submits the information to the appropriate program office, the Subcontractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Subcontractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Subcontractor by the Prime Contractor.

#### 2.45 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

(a) The Prime Contractor, after a written determination by the appropriate EPA program office, may disclose confidential business information (CBI) to the Subcontractor necessary to carry out the work required under this contract. The Subcontractor agrees to use the CBI only under the following conditions:

(1) The Subcontractor and Subcontractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Subcontractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Subcontractor shall obtain a written agreement to honor the above limitations from each of the Subcontractor's employees who will have access to the information before the employee is allowed access.

(3) The Subcontractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Subcontractor shall not use any CBI supplied by Prime Contractor or obtained during performance hereunder to compete with any business to which the CBI relates.

#### 2.46 RELEASE OF SUBCONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

(a) The Environmental Protection Agency may find it necessary to release information submitted by the Subcontractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Subcontractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Subcontractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
- (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
- (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
- (10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the Subcontractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, the provision of Section 2.45 (Treatment of Confidential Business Information) will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Subcontractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

#### **2.47 HEALTH AND SAFETY**

(a) The nature of the work to be performed under this contract is inherently hazardous. In performance of work under this contract the Subcontractor shall, as a minimum, satisfy all Federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety. Beyond this minimum requirement, the Subcontractor shall develop and submit for review to the Prime Contractor, if requested, its corporate health and safety plan. The Subcontractor shall prepare and submit site-specific health and safety plans, if requested by the Prime Contractor, in accordance with the Statement of Work.

(b) Subcontractor is required to enroll each employee to be involved in field activities under this Agreement in a medical surveillance program, consisting of an initial medical examination, annual examinations and such interim examinations as may be required by Subcontractor to protect or assess employee health status during this project. Subcontractor agrees to submit to the Prime Contractor a certification for each employee assigned to hazardous waste site field activities that said employee is enrolled in a medical surveillance program and has been medically certified by a physician for this work, including the use of a respirator in accordance with the provisions of OSHA 29 CFR 1910.134. Certifications of employee medical status must be submitted to Prime Contractor before an employee shall be permitted to enter a hazardous waste site under this Agreement.

(c) With respect to equipment and protective clothing to be used and worn by employees of Subcontractor while on a hazardous waste site, Subcontractor agrees that each employee shall wear such protective clothing and use such equipment as specified in the Site Safety Plan at all times when such employee is on the site. Subcontractor also agrees that its employees will not enter any site under this Agreement, unless a minimum of two hazardous waste site field personnel on each site are currently certified by the American Red Cross in both Multimedia First Aid and Cardiopulmonary Resuscitation (CPR)-Modular, or equivalent, as required by the Prime Contractor.

#### **2.48 DATA**

(a) The Subcontractor hereby agrees to deliver to the Prime Contractor, as directed in individual work assignments and within the contract period of performance, the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Subcontractor by the Prime Contractor and specifically designated "Confidential Business Information," pursuant to the contract clause entitled "Treatment of Confidential Information."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Subcontractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims or Confidentiality."

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General," which is pertinent to support of the Emergency Response Program and has been furnished to the Subcontractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Prime Contractor shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the contract clauses of this contract.

(4) Copies of all other types of additional data, including but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements."

(b) With regard to all copies of data specifically requested by the Prime Contractor and supplied in response thereto by the Subcontractor under the FAR contract clause 52.227-16, entitled "Additional Data Requirements," (Section 3.0, by-reference) the Subcontractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Subcontractor shall not be required to turn over or provide to the Prime Contractor any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply, however, to data resulting from such services.)

(2) Subcontractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Subcontractor which was acquired independently of this contract or acquired by the Subcontractor prior to this contract under condition restricting the Subcontractor's right to such data.

(d) Upon receipt of all data provided to the Prime Contractor by the Subcontractor under Paragraph (a) above, the Prime Contractor shall acknowledge in writing to the Subcontractor the receipt of all confidential or other data.

## **2.49 RETENTION AND AVAILABILITY OF SUBCONTRACTOR FILES**

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT AND RECORDS NEGOTIATION (AUG 1996)" wherein the Subcontractor is required to maintain and make available to the EPA Contracting Officer or representative of the EPA Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Subcontractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Subcontractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Subcontractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT AND RECORDS-NEGOTIATION (AUG 1996)." (See FAR 4.703(b)(1))

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(d) In addition, the Subcontractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Subcontractor shall not destroy original records relating to the contract until:

(1) all litigation involving the records has been finally settled and approval is obtained from the EPA Contracting Officer; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the EPA Contracting Officer is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Subcontractor to research and make available such records in a form and manner not normally maintained by the Subcontractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Subcontractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

### SECTION 3.0 FEDERAL ACQUISITION REGULATION PROVISIONS

The following FAR clauses are incorporated in this subcontract by reference with the same force and effect as if they were presented in full text. For purposes of this subcontract, with respect to these referenced clauses, the terms "Government" and "contracting officer" shall be construed to mean "Prime Contractor" and "Program Manager," respectively; and the terms "Contractor" and "contract" shall be construed to mean "Subcontractor" and "subcontract," respectively, as applicable. Notwithstanding the foregoing, nothing in this subcontract shall give Tetra Tech any rights in technical data or inventions produced or delivered hereunder or any rights to audit proprietary Subcontractor books, records, or accounts, except as noted in the subcontract. All such rights shall be reserved to the Government as provided in the applicable FAR clause. Further, the foregoing definitions of "Government" and "contracting officer" shall not apply to the following: FAR clauses 52.215-02, Audit-Negotiation; 52.230-03, Disclosure and Consistency of Cost Accounting Practices; and 52.230-05, Administration of Cost Accounting Standards.

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference and are listed on the following pages:

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**Attachment A**  
**Statement of Work**



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## ATTACHMENT 1

### STATEMENT OF WORK

#### 1.0 PROJECT INTRODUCTION

This Agreement is to provide well drilling and well installation services in support of the Big John Salvage site (BJS) Remedial Investigation. The BJS site is located in Fairmont, Marion County, West Virginia on the east bank of the Monongahela River, approximately 20 miles southwest of Morgantown, West Virginia.

##### Site Geology

The BJS site is located in the Appalachian Plateau physiographic province. The general geology is flat-lying sandstone and shale. Topography in the area is maturely dissected, consisting of steep-sided valleys and narrow ridges with ridges capped by more resistant rock types.

The region north of Fairmont was once glaciated. Prior to glaciation, the Monongahela River flowed in a meandering pattern. As the river sought a higher hydraulic gradient, it changed course and an oxbow lake was formed to the south where the Sharon Steel site is presently located. Northward drainage of the river was blocked by glacial movement during the last Ice Age. As the flowing water backed up, a glacial lake was formed, inundating the river channel and oxbow lake. Upon glacial retreat, the northwest flow of the river was restored. Although the BJS site is not believed to contain any lacustrine or glacial deposits, it may have been within a historic meander of the Monongahela River, and may contain some unconsolidated floodplain deposits from the glacial periods. The BJS site is not currently within the Monongahela floodplain.

The upper Pennsylvanian Conemaugh group underlies the unconsolidated deposits at the site at depths ranging from 20 to 25 feet. Generally, the Conemaugh group consists of interbedded shale and sandstone with some beds of limestone, siltstone and coal. The boundaries of the group are the Upper Freeport coal at the bottom and the Pittsburgh coal at the top. The Conemaugh ranges in thickness from 500 to 600 feet in the area.

The formations within the Conemaugh present at the site have not been determined, but are known to consist of westerly dipping green-gray or bluish-green shale and/or sandstone. Based on a review of structure contour maps available for the Pittsburgh Coal, bedrock in the area dips toward the northwest (strike N 35° E) at approximately 3°. The top 15 to 25 feet of bedrock is reported to be highly weathered and contains a high percentage of residual clay, although if the bedrock is an erosional surface from the former river channel, it is likely to be more unweathered, competent rock. Bedrock permeability ranges from  $10^{-3}$  cm/sec to  $10^{-6}$  cm/sec.

The results of a geophysical survey of the BJS site conducted for EPA by Enviroscan (Enviroscan, 2003) indicated that there are three layers at the BJS site: surficial layer (comprised of unconsolidated sediments); weathered rocks; and bedrock. The depth to the inferred bedrock layer ranges from approximately 15 feet to depths of around 35 feet, with an average depth of 20-25 feet.

#### 2.0 GENERAL REQUIREMENTS

This Agreement includes the performance of all specified work, including the furnishing by the SUBCONTRACTOR of all management, supervision, labor, equipment, tools, materials, supplies, services, and the payment of all taxes and other costs incidental to performance of WELL DRILLING AND INSTALLATION work. The work to be performed under this Agreement involves NX rock coring, air rotary well drilling, well installation, well development, water handling/containment and all other related procedures required to complete the work as described herein.

The SUBCONTRACTOR shall procure all permits, licenses, and certificates that may be required of him by law for the execution of work herein. The SUBCONTRACTOR shall comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of the work herein. The SUBCONTRACTOR shall comply with all Health and Safety provisions relating to the performance of the work herein as discussed in this Agreement (Section 2.4) and as specified in the Site Health and Safety Plan.

## 2.1 Work Included Under this Agreement

In general, the work included under this Agreement shall include, but not be limited to, the following:

- Providing all necessary equipment, materials, supplies and personnel to accomplish the work, including generator(s) for electrical power, and providing potable water, as necessary to support drilling operations.
- Providing suitable equipment to all well locations to implement well drilling services.
- The completion of NX rock cores to depths of approximately 150 feet at two locations to be specified by the PRIME CONTRACTOR.
- Pilot boreholes completed in the overburden will be installed at 6 to 8 locations to be designated by the PRIME CONTRACTOR to explore the presence of ground water within this unit. Boreholes will be extended to a depth of 20 to 30 feet (to refusal) and temporary 1-inch casing will be installed within the boreholes and allowed to stand overnight to determine the extent of ground water in the overburden zone. After the collection of the water level data, the casing will be removed and the boreholes properly abandoned.
- Upon completion of the NX rock cores and pilot boreholes, the main drilling program shall commence. The scope will include the drilling of a minimum of 24 boreholes using either a hollow stem auger rig (for overburden locations) and/or air rotary equipment (or approved equivalent for bedrock locations) capable of drilling up to 8-inch inside diameter boreholes in bedrock to a maximum depth of 150 feet below ground surface. For boreholes extending into the bedrock, a 12-inch borehole shall initially be extended to the first competent bedrock zone (estimated 25 to 40 feet) to allow for the installation of protective 8-inch surface casing.
- Once the bedrock well drilling has been completed, the boreholes will be geophysically logged by a contractor to be designated by the PRIME CONTRACTOR. To facilitate the logging, the SUBCONTRACTOR may be required to demobilize from the site for a period of time expected to last no more than 3 to 4 weeks prior to the installation of the monitoring wells and well completion activities.
- 2-inch diameter PVC wells are proposed to be installed at each location within each of the 17 boreholes. One well will be screened in a shallow fracture zone, and one well will be screened in a deep fracture zone. At some locations, an overburden well may also be installed in a separate borehole. In the case of overburden wells, continuous split spoon sampling will be conducted to provide borehole lithology information.
- The compressor on the rig must be of sufficient capacity to recover drill cuttings needed for representative sampling of geological materials at depth intervals of 5 feet. The air from the compressor into the borehole must be filtered and free of oil, grease, and any other contaminants.
- Aquifer yield is to be measured throughout the drilling when each water-bearing zone is encountered in consultation with the PRIME CONTRACTOR.
- The wells are to be completed using protective steel stand-pipes with locking caps or, as specified by the PRIME CONTRACTOR at each location.
- The wells are to be developed after completion of drilling by surging or pumping as specified by the PRIME CONTRACTOR.
- Given the unknown water quality at the site, all groundwater generated during drilling and well development shall be collected in suitable containers or tankers, and consolidated and staged at a location specified by the PRIME CONTRACTOR.
- Given the unknown soil quality at the site, all drill cuttings shall be contained within containers or sacks and staged at a location specified by the PRIME CONTRACTOR. It is expected that all drill cuttings will be bulked at a specified location, so containers or sacks can be reused during the course of the drilling.

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program to the extent practicable.

Figure 2 (end of Attachment 1) shows the location of the study area and tentative numbers and locations of wells to be installed under this Agreement. Table 1 provides a summary of tentative monitoring well construction information.

Note that the SUBCONTRACTOR is specifically **not** tasked to perform Health and Safety air monitoring.

## 2.2 Access

**Access to locations where work will be performed will be provided by the PRIME CONTRACTOR and will be obtained in a timely manner so that work can proceed as scheduled. The SUBCONTRACTOR will inspect the areas prepared by the PRIME CONTRACTOR for access prior to mobilization and provide a written agreement of acceptance regarding access. After agreement, if the drilling equipment becomes immobilized at any location, any cost related to removing the drilling equipment will be the responsibility of the SUBCONTRACTOR.**

The SUBCONTRACTOR shall obtain notification from the PRIME CONTRACTOR to proceed before entering work locations. The PRIME CONTRACTOR will retain the responsibility for identifying and avoiding buried utilities prior to drilling.

## 2.3 Cost Proposal

**The actual costs incurred by the SUBCONTRACTOR during the performance of this element will be calculated in accordance with the lump sum and unit rates provided by the SUBCONTRACTOR on the Cost Proposal Form contained in this Proposal. The unit rate should assume Level D field conditions, and should include the provision of appropriate field attire. A separate line item is provided in the cost proposal form to indicate unit costs for upgrading to Level C. All protective equipment and practices supplied by the SUBCONTRACTOR will be subject to approval by the PRIME CONTRACTOR in accordance with the Site Health and Safety Plan.**

Estimates of quantities contained in this proposal are provided only for purposes of cost estimation, and do not represent approved quantities at this time, nor is there any guarantee of minimum quantities. All work not specifically set forth as a pay item in the listed unit prices shall be considered a subsidiary obligation of the SUBCONTRACTOR and all costs in connection therewith shall be included in the lump sum and unit prices.

**The SUBCONTRACTOR will propose the type of equipment to be used for well drilling and installations. The SUBCONTRACTOR should also estimate the time to complete the well installation effort. The estimated schedule for completion of the work described will be part of the evaluation process for each SUBCONTRACTOR proposal.**

The SUBCONTRACTOR shall comply with changes in the scope of the drilling and well installation work which the PRIME CONTRACTOR may make. Changes in price due to changes in quantities will be calculated using lump sum and unit rates provided by the SUBCONTRACTOR.

Changes that are required, but which have not been included in the scope of services, shall be verbally approved by the PRIME CONTRACTOR, and a letter stating the change and the unit price shall be submitted by the SUBCONTRACTOR for approval by the PRIME CONTRACTOR.

### 2.3.1 Mobilization, Demobilization, and Decontamination

**Mobilization, Demobilization, and Decontamination efforts will be performed in three categories ("Primary" "Internal - Hollow Stem Auger," and "Internal - Bedrock Rig") for which there are to be separate costs. "Primary" efforts include the initial mobilization and final demobilization, any other mobilization/demobilization efforts associated with the planned hiatus associated with the geophysical logging work, and all efforts to and from the BJS site of the drill rigs and associated equipment, and the associated pre-investigative and post-investigative large-scale equipment decontamination efforts. This also includes all efforts related to obtaining permits, coordination with PRIME CONTRACTOR, and all other miscellaneous efforts. A one-time single Lump Sum price should be provided for the "Primary" Mob/Demob/Decon effort on**

**the cost proposal form.**

The second "Internal - Hollow Stem Auger (HSA)" type of mobilization/demobilization/decontamination at each HSA location (including NX, pilot hole, and overburden well location) will include the cost of all labor, equipment and materials required to:

- Mobilizing the drill rig to each well location inclusive of any required erosion and sediment control measures;
- Movement of materials, supplies, drilling equipment, personnel and containment equipment from drilling location to drilling location;
- Decontamination of all equipment required at each well location;
- Restoration of areas disturbed by drilling activities to original condition and grades upon completion of work (including removal of drill cuttings); and
- Other required site preparation work.

**A one-time single Lump Sum price should be provided for each HSA location for the "Internal - Hollow Stem Auger" efforts on the cost proposal form.**

The third "Internal - Bedrock Rig" type of mobilization/demobilization/decontamination at each bedrock well location will include the cost of all labor, equipment and materials required to:

- Mobilizing the drill rig to each well location inclusive of any required erosion and sediment control measures;
- Movement of drilling equipment, personnel and containment equipment from well location to well location;
- Decontamination required at each well location;
- Excavation and lining of a drilling pit and work area at each well location and maintaining a clean and controlled work area during well drilling and installation activities;
- Restoration of areas disturbed by drilling activities to original condition and grades upon completion of work (including removal of drilling pit lining); and
- Other required site preparation work.

**A one-time single Lump Sum price should be provided for each well location for the "Internal - Bedrock Rig" efforts on the cost proposal form .** It should be noted that well construction sequencing will involve several remobilizations to well locations (i.e., initial surface casing installation, borehole drilling, well installation, well development). No additional payment will be made to SUBCONTRACTOR for remobilizing as required to well locations.

No payment will be made for "replacement" mobilization costs for equipment brought to the site that is not in satisfactory working order as determined by the PRIME CONTRACTOR, or to replace equipment that breaks down or is found to be unsuitable because of site conditions. No payment will be made for mobilization costs for equipment needed because of conditions brought about by adverse weather.

### 2.3.2 Drilling and Well Installation Services

The unit prices for all drilling and well installation services shall include all costs of labor, materials, equipment, per diem and all other appurtenant drilling costs required to perform the work. Payment will be made on the basis of actual footages. Additional line items include:

- Water and soil handling, and containment (hourly rate);
- Surface completions (each);
- Well Development (per hour).

All work will be based on a 10-hour work day. Specifics of well installation are provided in Section 3.0. The unit prices for drilling/well installation shall include the provision and installation of the well casings and associated materials; materials and labor for casings do not constitute separate pay items. The unit price for drilling and installing wells listed above shall include labor and materials for casings and screens, gravel packs, bentonite, grout, and all other appurtenant costs. The approximate number of each type of well is contained on

the Cost Proposal Form attached to this proposal.

### 2.3.3 Standby Time

Standby time consists of the temporary stoppages or interruptions of drilling progress resulting from activities directed by the PRIME CONTRACTOR but not included in any of the other pay items on the cost proposal form and described in Section 4. Standby time will be paid only for the stoppages directed by the PRIME CONTRACTOR in excess of downtime incurred. Downtime shall be the service stoppages caused by the SUBCONTRACTOR's equipment failure or by any other factors caused by the SUBCONTRACTOR. A unit rate (cost/hour) should be provided for standby time on the Cost Proposal Form of this proposal; an Estimated Quantity has been provided and should be used to generate total SUBCONTRACTOR costs.

Standby time shall not include service stoppages caused by factors beyond the PRIME CONTRACTOR's control. Examples of such factors include, but not limited to, hazardous weather conditions, fire, and earthquakes.

### 2.4 Health and Safety Issues

All SUBCONTRACTOR personnel engaged in the field investigation on site will be required to demonstrate compliance with HAZWOPER training in accordance with OSHA regulations for health and safety training, respirator use, medical monitoring, etc. Each individual must have certification of completion, within the 12 months before the beginning of site activities, of a 40-hour health and safety training course or 8-hour refresher course. The training must comply with OSHA regulations found at 29 CFR 1910.120 et. seq. The SUBCONTRACTOR shall furnish this certification to PRIME CONTRACTOR for all employees who will be working on the site before site activities begin. Training shall include, but not be limited to, review of the proper use of personal protective equipment (including respirators), decontamination procedures, hazard recognition, safe operating procedures, and emergency response. The SUBCONTRACTOR shall provide his own personal protection equipment.

All SUBCONTRACTOR personnel engaged in the field investigation on site will be required to have passed an entry physical examination that meets the OSHA requirements for respirator use (29 CFR 1910.134). Before the initiation of work activities, the SUBCONTRACTOR shall provide the PRIME CONTRACTOR certification for all employees that the provisions of 29 CFR 1910.134 have been met.

A site Health and Safety Plan (HSP) has been prepared for this Groundwater Investigation. The primary contaminants of concern at this site include coal tar and related compounds. The HSP identifies potential hazards, respiratory protection, protective clothing, decontamination procedures, emergency procedures, and other health and safety aspects required for the drilling and well installation work. The SUBCONTRACTOR shall comply with all relevant terms of the HSP. **The unit rate should assume Modified Level D field conditions, and should include the provision of appropriate field attire, including chemical protection suits, chemical protection boots, chemical protection gloves, hard hats, safety glasses, etc.;** a separate sheet is provided to indicate unit costs for upgrading to Level B.

SUBCONTRACTOR personnel who will work on this project shall attend a one (1) hour safety briefing before beginning the work. No separate payment will be made for the safety briefing.

### 3.0 TECHNICAL REQUIREMENTS

#### 3.1 General Requirements

The responsibilities of the PRIME CONTRACTOR and SUBCONTRACTOR in regards to the drilling and well installation work are described below.

The PRIME CONTRACTOR will have representative(s) in the field during the drilling and well installation program to provide technical well guidance and to observe and document the SUBCONTRACTOR work for compliance with this Agreement. The PRIME CONTRACTOR field representative will:

- Approve all drilling locations;

- Maintain a log of each boring/well location;
- Conduct health and safety monitoring as specified in the Health and Safety Plan;
- Collect drill cuttings with the assistance of the SUBCONTRACTOR during drilling activities;
- Authorize changes in the scope of efforts; and
- Authorize a temporary stop of field activities.

Modifications to the work which may be required as directed by the PRIME CONTRACTOR shall be performed or deleted by the SUBCONTRACTOR in accordance with this Agreement and billed in accordance with the unit rates provided herein by the SUBCONTRACTOR. Changes that are required, but are not included in the Scope of Services or in the Cost Proposal Form shall be verbally approved by the PRIME CONTRACTOR, and a letter stating the change and the unit price shall be submitted by the SUBCONTRACTOR, for approval by the PRIME CONTRACTOR.

The SUBCONTRACTOR shall be responsible for providing all management, supervision, labor, equipment, tools, materials, supplies, services, permits, and the payment of all taxes and other costs incidental to performance of DRILLING AND WELL INSTALLATION work. The work to be performed under this Agreement involves mobilization/demobilization, drilling, well installation, well development, and all other related procedures required to complete the work as described in this statement of work.

The SUBCONTRACTOR shall be responsible for providing all the utilities (power, water, etc.) such as are necessary to meet their needs.

Utilities: The PRIME CONTRACTOR shall be responsible for locating, or having located, all utilities at each well location before commencement of work. The SUBCONTRACTOR shall not begin drilling at any location until the location of utilities has been verified and the PRIME CONTRACTOR has issued authorization to proceed.

Water: Potable water is not currently available on site. The SUBCONTRACTOR shall furnish all hoses and temporary storage tanks required to obtain and transport water. No separate payment will be made for obtaining or transporting water.

The SUBCONTRACTOR shall contain, collect, and stage all ground water encountered during drilling, well installation, and well development, as directed by the PRIME CONTRACTOR.

The SUBCONTRACTOR shall contain, collect, and stage all drill cuttings generated by drilling, as directed by the PRIME CONTRACTOR.

### 3.2 Sequence of Work

The following sequencing of work shall be assumed by SUBCONTRACTOR in planning his work and for preparation of the SUBCONTRACTOR's proposal.

- 1) PRIME CONTRACTOR to provide access to well locations.
- 2) SUBCONTRACTOR to initially perform NX rock coring at two specified locations, and install temporary piezometers at approximately 6 locations. PRIME CONTRACTOR will review the data and finalize well locations, bedrock well depths, and designate locations for overburden well locations.
- 3) SUBCONTRACTOR will install overburden wells at the designated locations.
- 4) SUBCONTRACTOR to prepare and complete drilling at 17 well locations, including a 12-inch borehole into competent bedrock with the installation of an 8-inch steel surface casing, and drill nominal 8-inch bedrock boreholes to target depths.
- 5) After all the bedrock well locations have been drilled, the geophysical logging subcontractor (designated and selected by the PRIME CONTRACTOR) will log each of the boreholes. After review of the geophysical data, the PRIME CONTRACTOR shall determine the well construction specifications.
- 6) After geophysical logging of the boreholes has been completed, the SUBCONTRACTOR shall remobilize to each well location and complete well installations per direction of the PRIME CONTRACTOR's representative.
- 7) SUBCONTRACTOR shall perform well development.
- 8) SUBCONTRACTOR shall restore site to original condition and grades.

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It should be noted that the above sequencing involves several remobilizations to well locations. No additional payment will be made to SUBCONTRACTOR for remobilizing to well locations.

### 3.3 Site Preparation

**Access:** As part of drilling location mobilization activities at specified well locations, the SUBCONTRACTOR shall inspect the temporary access roads provided by the PRIME CONTRACTOR to each well location and sign off as acceptable. Access for SUBCONTRACTOR's equipment will be temporary only, and will not be intended to provide permanent vehicular access. Access for drill rigs will provide minimum disturbance necessary to allow access to each drilling location, and will disturb as little soil and vegetation as possible; however, some vegetation clearing will be likely. If the SUBCONTRACTOR's equipment becomes immobilized it shall be his responsibility to remove equipment at the SUBCONTRACTOR'S expense.

**Drilling Area Preparation:** As part of drilling location mobilization activities at specified well locations, the SUBCONTRACTOR shall construct an excavation (i.e., a pit), at a location to be approved by the PRIME CONTRACTOR, with the minimum dimensions of 6 feet wide by 6 feet long by 4 feet deep (or smaller dimension, based on the site constraints), and line the excavation with plastic (to the extent possible to make it leak proof). The soil excavated from the pit will be staged at the site for later backfill into the excavation, or disposed off-site at the direction of the PRIME CONTRACTOR. This excavation will be used to contain the cuttings and provide temporary storage for drilling water during drilling activities. The ground under the drill rig and from the drill rig to the pit shall be lined with plastic to direct water from the borehole to the pit. The edges of the plastic shall be elevated 12 inches above the ground surface to contain and direct water to the pit. The Subcontractor will provide pumps and containers to remove excess water from the pit and water storage capacity until the water can be transferred to the on-site lagoons by the SUBCONTRACTOR. The area around the pit will be secured by snow fencing at the end of each working day, if necessary at the direction of the PRIME CONTRACTOR. After borehole completion at each location the SUBCONTRACTOR will transfer the drill cuttings to an area approved by the PRIME CONTRACTOR.

**Erosion and Sediment Control (Silt Fence Installation and Removal) :** As part of drilling location mobilization activities at specified well locations, the SUBCONTRACTOR shall install and maintain erosion and sediment controls at all well and access locations as required by governing agencies during performance of SUBCONTRACTOR's work. Erosion and sediment controls (i.e., silt fence, straw bales, etc.) shall be constructed and maintained per applicable state and local township requirements.

### 3.4 Standard Penetration Test (STP) Borings and NX Rock Coring

SPT borings and NX rock coring shall be performed at locations to be specified by the PRIME CONTRACTOR. SPT borings shall be performed in accordance with ASTM D1586 until bedrock is encountered. At that point, NX rock coring shall be performed in accordance with ASTM D2113 to a total coring depth of approximately 150 feet. Core boxes shall be provided for the storage of all cores recovered. SPT borings shall be performed using minimum 4-1/4 inch inside diameter (i.d.) hollow-stem augers capable of augering to a depth of 50 feet. Split spoon sampling shall be continuous, or at a less frequent interval as designated by the PRIME CONTRACTOR.

Upon completion of the coring, the borehole shall be secured to prevent surface water infiltration, as it will be later reamed and constructed into a bedrock monitoring well (see Section 3.7).

### 3.5 Temporary Piezometer Installation

SPT borings (or approved equivalent) for the purpose of the installation of temporary piezometers shall be performed at locations to be specified by the PRIME CONTRACTOR. SPT continuous sampling borings shall be performed until the bedrock is encountered. At that point, a 1-inch PVC casing with a 5-foot section of screen (0.010 slot) attached to the bottom will be lowered into the borehole, and the top of the borehole secured to prevent the infiltration of surface water. The temporary piezometer will be removed within 24 or 48 hours at the discretion of the PRIME CONTRACTOR, and the borehole shall be properly abandoned with grout. The piezometers shall be decontaminated on the outside and disassembled and staged on-site in an area to be designated by the PRIME CONTRACTOR.

### 3.6 Overburden Monitoring Wells

SPT borings (or approved equivalent) for the purpose of the installation of overburden monitoring wells shall be performed at locations to be specified by the PRIME CONTRACTOR. SPT continuous sampling 6-inch diameter borings shall be performed until the target bottom depth as specified by the PRIME CONTRACTOR. A 2-inch diameter PVC well will be constructed in the borehole using 10 feet of screen and the appropriate length of casing.

The well casing and screen shall be lowered to the target depth. A washed silica gravel filter pack extending from the base of the boring to approximately two feet above the screen will be placed in the annular space around the casing using a tremie pipe or approved equivalent. The filter pack shall be placed cautiously to minimize possible bridging, and the sand level shall be checked frequently. A finer-grained secondary filter pack shall be placed for a length of approximately two feet above the primary filter pack. A minimum three-foot bentonite pellet seal shall be placed above the sand pack to seal the permeable zone. An additional five-foot bentonite slurry may be placed at the discretion of the PRIME CONTRACTOR. The remainder of the annulus shall be tremie-grouted to ground surface with a cement-bentonite mixture containing 5% bentonite (dry weight). The grouting tremie pipe shall be equipped with a side discharge head. All wells will have above-grade stick-up, the PVC riser shall have a two-foot stickup.

Two-inch diameter Schedule 40 Type 1 PVC well casing and well screen shall be used. Alternative casings and screens proposed by the SUBCONTRACTOR must meet the requirements for the specified wells and be approved by the PRIME CONTRACTOR. The well screen shall consist of machine slotted Timco High Flow screens or Wheelabrator Engineered Systems Johnson Screens (or approved equivalent) designed to maximize the open area. The slot size of screens and grade of the gravel filter pack shall be approved by the PRIME CONTRACTOR before installation.

### 3.7 Bedrock Monitoring Well Installation

Well pairs may be installed at up to 17 well locations. For the well pairs, a shallow bedrock well (approximately 50 to 75 feet total depth), and a deeper bedrock well 75 to 150 feet deep, will be completed in a single borehole. The wells will be installed as 2-inch diameter PVC wells. Borings for the proposed monitoring wells shall be drilled using air rotary, or approved equivalent drill rigs capable of drilling up to 12 inch diameter boreholes to a depth of approximately 50 feet, and an 8-inch diameter borehole to a maximum depth of approximately 150 feet below ground surface. The compressor on the rig must be of sufficient capacity to recover drill cuttings needed for representative sampling of geological materials at depth intervals of 5 feet. The air from the compressor into the borehole must be filtered and free of oil, grease, and any other contaminants.

An 8-inch ID steel casings shall be installed through the unconsolidated overburden and at least 10 feet into the competent bedrock (estimated depth of 20 to 40 feet). The annular space between the casing and borehole will be grouted to grade; grout lost to the formation will be replaced. Grout shall be a cement bentonite mixture (95% to 5% dry weight). For wells to have above-grade stick-up, the well steel casing shall extend approximately 2-feet above grade. Twenty-four hours of set time shall be allowed before additional drilling can be performed at the same location. After the grouting of the hole is complete (including 24 hour set time), an 8-inch diameter borehole will be drilled through the rock to the target depth of approximately 150 feet, or some other depth specified by the PRIME CONTRACTOR.

Following the geophysical logging of the borehole, the boreholes will be completed with a pair (shallow and deep) of 2-inch diameter PVC wells. The shallow bedrock well will have a 10-foot screen interval to be located somewhere between 40 and 50 feet, or at some other interval specified by the PRIME CONTRACTOR. The deeper bedrock well will have a 15-foot screen interval to be located somewhere between 100 and 150 feet, or at some other interval specified by the PRIME CONTRACTOR. The portion of the borehole below the bottom of the deep well screen and between the two wells, shall be abandoned with bentonite pellets to approximately 2 feet below the screen of the well being constructed.

The well casing and screen shall be lowered to the target depth. A washed silica gravel filter pack extending from the base of the boring to approximately two feet above the screen will be placed in the annular space around the casing using a tremie pipe. The filter pack shall be placed cautiously to minimize possible bridging, and the sand level shall be checked frequently. A finer-grained secondary filter pack shall be placed for a length



of approximately two feet above the primary filter pack. A minimum three-foot bentonite pellet seal shall be placed above the sand pack to seal the permeable zone. An additional five-foot bentonite slurry may be placed at the discretion of the PRIME CONTRACTOR. The remainder of the annulus shall be tremie-grouted to ground surface with a cement-bentonite mixture containing 5% bentonite (dry weight). The grouting tremie pipe shall be equipped with a side discharge head. All wells will have above-grade stick-up, the PVC riser shall have a two-foot stickup.

Two-inch diameter Schedule 40 Type 1 PVC well casing and well screen shall be used. Alternative casings and screens proposed by the SUBCONTRACTOR must meet the requirements for the specified wells and be approved by the PRIME CONTRACTOR. The well screen shall consist of machine slotted Timco High Flow screens or Wheelabrator Engineered Systems Johnson Screens (or approved equivalent) designed to maximize the open area. The slot size of screens and grade of the gravel filter pack shall be approved by the PRIME CONTRACTOR before installation.

### 3.8 Well Finishing

The SUBCONTRACTOR shall install stick-up completion as directed by the PRIME CONTRACTOR. For a stick-up completion, the top of steel casing shall extend approximately 2 feet above grade. A minimum 3 ft x 3 ft 12-inch thick reinforced (3-#4 reinforcing bars, spaced equally, each way, top and bottom) concrete pad shall be poured around each standpipe. Each concrete pad shall be sloped to promote drainage away from the well. The steel casings shall have removable and lockable steel lids with non-corroding brass or bronze locks. The PVC casings shall have removable pressure caps. The unit price for surface completions shall include stickup casing, caps, lock and reinforced concrete pad.

The construction requirement for a flush mount completion shall be similar. Materials and labor for installing stick-up casings, flush mount completions, and concrete pads do not constitute separate pay items.

### 3.9 Development of Wells

A unit rate shall be provided on the Cost Proposal Form for the development of each of the new wells. The unit rate shall include use of equipment, labor, decontamination, and all other appurtenant costs. Estimated Quantities (hours per well times number of wells) have been provided on the Unit Rate Bid Form. The SUBCONTRACTOR is required to excavate a sump area at each well location to contain groundwater from well development, or employ other means to contain the water and direct it to containers to be provided by the SUBCONTRACTOR. Each well shall be developed by over pumping and/or surging. Development will be implemented at each well until the purge water is relatively free of turbidity, as determined by the PRIME CONTRACTOR.

### 3.10 Sampling Drill Cuttings and Measuring Aquifer Discharge

The SUBCONTRACTOR shall collect drill cuttings representative of stratigraphy at 5-foot depth intervals during drilling and provided to the PRIME CONTRACTOR. Discharge from water bearing zones encountered during drilling shall be measured using industry-accepted practice. The SUBCONTRACTOR is required to excavate a sump area at each well location to contain ground water from well discharge measurement and well development, and to provide a portable pump through which the ground water can be pumped to the containers provided by the SUBCONTRACTOR.

### 3.11 Abandonment of Borings

Any boring that does not meet the depth, alignment, plumbness or other requirements, or any boring on which the SUBCONTRACTOR stops work before completion, will be considered as an abandoned boring. A new boring shall be started in the immediate vicinity at a location designated by the PRIME CONTRACTOR after the clearance of utilities has been established by the SUBCONTRACTOR. No payment will be made for any work on an abandoned boring. An abandoned boring shall be backfilled using a mixture of 95% cement and 5% bentonite.

If the base of the borehole is required to be plugged by the PRIME CONTRACTOR, for instance in the case of a lack of fractures and flow as determined from downhole geophysics, the borehole will be backfilled with

a mixture of 95 % cement and 5% bentonite, or bentonite pellets as approved by the PRIME CONTRACTOR. The SUBCONTRACTOR will provide a per foot cost to accomplish this task.

### 3.12 Water Handling, Containment and Treatment

The SUBCONTRACTOR is required to excavate a lined pit at each well location to contain cuttings and provide temporary storage for drilling water during drilling activities. The **SUBCONTRACTOR shall be responsible to provide all labor, equipment and materials to contain, temporarily store at location all drilling water, and development water and transfer to the on-site storage facility. The PRIME CONTRACTOR will provide a tank at a central location for the SUBCONTRACTOR to discharge all drilling and development water.** Drilling water shall be pumped from the pits into containers to allow for additional capacity and to allow for suspended solids to settle out. The SUBCONTRACTOR shall provide **no less than 500 gallons** of mobile container capacity during drilling activities. From the containers, the SUBCONTRACTOR shall pump water to the on-site storage tank to be provided by the PRIME CONTRACTOR.

### 3.13 Handling of Drill cuttings

All drill cuttings generated during drilling will be handled and transferred to an area on-site designated by the PRIME CONTRACTOR. The SUBCONTRACTOR will provide an hourly rate (on the cost proposal form) to accomplish this task.

### 3.13 Daily Reports

During drilling, the SUBCONTRACTOR shall prepare, on a daily basis, a detailed drilling report. The report shall include, but not be limited to, the following:

- Footage completed at each location or boring during each work shift, well construction progress, depth to bedrock if applicable, depth and flow rate of ground water encountered at each location, etc.
- Summary of lump sum and unit price bid item quantities for each shift.

The detailed drilling report shall be prepared and maintained on a daily basis by the SUBCONTRACTOR regardless of records and logs prepared by the PRIME CONTRACTOR.

The PRIME CONTRACTOR shall have access to the SUBCONTRACTOR's drilling report at all times and one copy shall be signed by the SUBCONTRACTOR's authorized representative and furnished to the PRIME CONTRACTOR for each day while the work is in progress.

### 3.14 Decontamination

The SUBCONTRACTOR shall be required to decontaminate the equipment and materials needed in the performance of the work as described below. Following decontamination, any decontaminated equipment that touches the ground will be considered contaminated and shall require additional decontamination before use with no additional payment.

#### 3.14.1 Primary Decontamination

The "Primary" decontamination effort consists of two efforts: **1) initial** decontamination (prior to and directly following site mobilization) and **2) final** decontamination (prior to site demobilization). The payment for "Primary" decontamination is included in the Lump Sum for "Primary" site mobilization/demobilization efforts.

The first phase of initial decontamination shall be performed before mobilizing the equipment to the site. In the first phase of initial decontamination, the SUBCONTRACTOR shall thoroughly clean the equipment required to drill the borings using a high-pressure wash with potable water to remove any encrusted soil, mud, or organic matter which may adhere to the equipment and well construction materials. This will include but not be limited to augers, drill bits, threads, the pump and piping used for well development, and other tools and materials required to perform the work.

The second phase of decontamination shall be performed following the mobilization of equipment and materials to the site, and before performing any work. The following decontamination procedure shall be used for the second phase of initial decontamination for sampling equipment (e.g. submersible pumps ):

- Wash sampling equipment with laboratory detergent and potable water.
- Rinse sampling equipment with potable water.
- Rinse with reagent grade ethanol or isopropanol if grease or oil is observed on sampling equipment.
- Rinse with distilled water.
- Allow sampling equipment to air dry.
- Wrap sampling equipment in aluminum foil or plastic if necessary, to prevent contamination before use.

The second phase of decontamination for drilling and well development equipment shall consist of the following:

- Wash with a high pressure steam cleaner using laboratory detergent and potable water.
- Rinse with high pressure steam cleaner using potable water.
- If necessary, rinse with reagent grade ethanol or isopropanol.
- Rinse with potable water.

For the pump used for developing wells, at least 50 gallons of potable water shall be pumped through it. All decontamination solutions and rinseates from the second phase of initial decontamination must be collected and transferred to the on-site storage tank provided by the PRIME CONTRACTOR.

**Final** decontamination shall be required to prevent movement of contaminants to areas offsite, and shall be performed before demobilizing the equipment. For final decontamination, the SUBCONTRACTOR shall follow the decontamination procedure set forth for initial decontamination. Final decontamination of equipment shall include, but not be limited to, the drills, vehicles, drill pipes, and all other tools that might have been contaminated during the work. The payment for final decontamination is a part of the "Primary" site mobilization/demobilization efforts.

#### 3.14.2 Internal Decontamination

Internal decontamination shall be performed by the SUBCONTRACTOR to prevent cross contamination between drilling locations. Decontamination between borings shall include all drilling equipment and other tools that might introduce contamination to a new location or sampling depth interval. The procedure listed above for the second phase of initial decontamination for drilling equipment shall also be used for internal decontamination. The payment for "Internal" decontamination will be determined in accordance with the "Internal" mob/demob unit rates for the type of well installed at each well location.

#### 3.15 Management of Investigation-Derived Waste

Disposable sampling equipment and personal protective equipment (PPE) will be placed into plastic trash bags and will be disposed in the municipal solid waste stream (i.e., in a trash dumpster) provided by the PRIME CONTRACTOR. Decontamination soaps and water rinses will be collected and placed in the on-site storage tank to be provided by the PRIME CONTRACTOR.

#### 3.16 Cleanup

At the conclusion of the work at each boring location, the SUBCONTRACTOR shall backfill the sump area and remove all equipment, tools, material, and supplies, and shall leave the site clean and clear of all debris generated by his work. The cuttings shall remain at each well location; however, they will be consolidated into one pile and the surrounding area cleaned to the maximum extent possible.

#### 3.17 Restoration of Damaged Property

The SUBCONTRACTOR shall conduct all work in a manner to prevent any destruction, scarring or defacing of the work site. In the event that property is damaged while accessing the drill sites and performing the work, the SUBCONTRACTOR shall, as a part of the well installation effort and at his own expense, restore the

damaged property to its original condition. The restoration work is anticipated to typically include, but not be limited to, repair of fences and roads, concrete or asphalt paving, and leveling of ruts. Grassy areas shall be leveled, smoothed, re-seeded, and stabilized with straw to minimize erosion.

The SUBCONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, existing structures, or other public or private property which may be caused by transporting equipment, materials, or men to or from the site, boring or well location. SUBCONTRACTOR shall make satisfactory and acceptable arrangements with the responsible individuals having jurisdiction over the damaged property concerning its repair or replacement at no additional cost to the PRIME CONTRACTOR.

#### **4.0 SCHEDULE**

SUBCONTRACTOR shall be required to complete mobilization at the site within two weeks of receipt of authorization to proceed from the PRIME CONTRACTOR. SUBCONTRACTOR should anticipate to mobilize to the BJS site in early December.

Each bidder shall briefly propose a schedule for completion for accomplishment of the work described herein, assuming the following:

- Two to 4 weeks of no activity after the boreholes have been drilled to target depth so to allow the borehole geophysical logger to complete and analyze his work.

**SUBCONTRACTOR SHALL SUBMIT HIS PROPOSED SCHEDULE WITH SUBMISSION OF HIS PROPOSAL.**

**Attachment B**

**Subcontract Compensation Schedule**



## Cost Proposal Form

ORIGINAL

SGS Environmental Services Inc.  
Proposal # 533-1962

### Task

Item	Qty	Unit	Unit Price	Total
Mobilization / demobilization Decontamination				
Primary	1	Each	\$27,000.00	\$27,000.00
Internal				
NQ core locations	2	Each	\$250.00	\$500.00
Tempoary Piezometer Locations	6	Each	\$175.00	\$1,050.00
Bedrock Well Locations	17	Each	\$250.00	\$4,250.00
Overburden Well Location	6	Each	\$200.00	\$1,200.00
		Sub		\$34,000.00

### Modified Level D

Initial Site Characterization				
SPT Borings	200	Feet	\$19.00	\$3,800.00
NX Rock coring	300	Feet	\$52.00	\$15,600.00
Tempoary Piezomter	150	Feet	\$18.00	\$2,700.00
		Sub		\$22,100.00

Overburden Well Insatllation				
Drilling 6" SPT borehole	150	Feet	\$19.00	\$2,850.00
Install 2" PVC casing (with material)	90	Feet	\$19.00	\$1,710.00
Install 2" PVC screen (with material)	60	Feet	\$22.00	\$1,320.00
Surface completions	6	Each	\$275.00	\$1,650.00
Drill cuttings handling, containment	15	Hour	\$150.00	\$2,250.00
Well Development	16	Hour	\$150.00	\$2,400.00
Overburden Well Stand by	6	Hour	\$200.00	\$1,200.00
		Sub		\$13,380.00

Bedrock Well drilling and installation				
Drill 12-inch with 8-inch steel casing install	425	Feet	\$65.00	\$27,625.00
Drilling 8-inch hole	2550	Feet	\$18.00	\$45,900.00
Bottom of hole abandonment	350	Feet	\$14.00	\$4,900.00
Install 2" PVC casing (install)	3100	Feet	\$19.00	\$58,900.00
Install 2" PVC screen (install)	415	Feet	\$22.00	\$9,130.00
Surface completion	14	Each	\$275.00	\$3,850.00
Surface completion (flush)	3	Each	\$250.00	\$750.00
Water and drill cuttings handling, contain	80	Hour	\$150.00	\$12,000.00
Well Development	80	Hour	\$150.00	\$12,000.00
Stand by time	30	Hour	\$200.00	\$6,000.00
		Sub		\$181,055.00

### Contingency Items

#### Level B

SPT borings	25	Feet	\$28.00	\$700.00
NQ rock coring	50	Feet	\$65.00	\$3,250.00
Tempoary Piezometer Installation	25	Feet	\$27.00	\$675.00

#### Overburden Well drilling

Drilling 6" SPT	25	Feet	\$28.00	\$700.00
Install 2" screen	10	Feet	\$28.00	\$280.00
Install casing	25	Feet	\$27.00	\$675.00
Drilling 12" with 8" casing installed	25	Feet	\$80.00	\$2,000.00
Drill 8-inch hole	150	Feet	\$27.00	\$4,050.00
Bottom of hole abandonment	20	Feet	\$21.00	\$420.00
Install 2" casing	200	Feet	\$28.00	\$5,600.00
Install 2" screen	40	Each	\$31.00	\$1,240.00
		Sub		\$19,590.00

Total Drilling Cost

270,125.00

ORIGINAL

**PRICING AND DECLARATIONS FORM**

NOTE TO Offeror: Use preferably BLACK ink for completing this Proposal Submission Package.

To: Tetra Tech, Inc.

Address: 56 West Main Street, Suite 400

Christiana DE 19702

Project Title: Drilling and Well Installation Services for the Big John Salvage Site

Offeror: SGS ENVIRONMENTAL SERVICES INC.

Address: 5712 ERDMAN, BALTIMORE MD 21205

Date: 11/12/04

Offeror's person to contact for additional information on this Proposal:

Name: Robert ARKINSON Title: BRANCH MANAGER

Telephone: 410-483-2200

**ADDENDA.** Receipt of the following addenda is hereby acknowledged. (If none, write none.)

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

ORIGINAL

LOWER-TIER SUBCONTRACTOR INFORMATION FORM

The Offeror further proposes that the following lower-tier subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Offeror is awarded the Subcontract:

Name of Lower-Tier Subcontractor	Address
Type of Work <i>NA</i>	
Name of Lower-Tier Subcontractor	Address
Type of Work	
Name of Lower-Tier Subcontractor	Address
Type of Work	



ORIGINAL

PERSONNEL QUALIFICATIONS FORM

The Offeror shall identify the qualifications of personnel proposed for this project. The Prime Contractor reserves the right to request the resumes associated with Offeror personnel during Proposal review, if necessary.

Name CARY ELLISON	Years of Experience 12 +
Responsibility DRILLER	
Name AARON EICHELBERGER	Years of Experience 7 +
Responsibility HELPER.	
Name ROBERT ATKINSON	Years of Experience 20 +
Responsibility Project MANAGER.	
Name DAVID DOLAN	Years of Experience 14 +
Responsibility DRILLER.	
Name MATT ADAMS	Years of Experience 14 +
Responsibility DRILLER	
Name	Years of Experience
Responsibility	

**OFFEROR'S PREVIOUS WORK EXPERIENCE/REFERENCE FORM**  
(Maximum of 5 Projects)

ORIGINAL

Name of Project <b>MERCK</b>	Contact Name, Address, and Telephone Number 301-704-2684 <b>ALLEN SHAW, URS GROUP GAITHERSBURG, MD.</b>
Description <b>ROCK CORING AND PACKER TESTING TO DEPTHS OF 450' WIRE LINE. INSTALLED SOLIST MULTI-PORT SYSTEM</b>	
Name of Project <b>PILATINNY ARSENAL</b>	Contact Name, Address, and Telephone Number 973-770-5300 <b>DOUG SHICKO, SHAW GROUP</b>
Description <b>INSTALLATION OF 126 PLUS BEDROCK WELLS USING HOLTE CASING ADVANCEMENT METHOD. (ODEX)</b>	
Name of Project <b>CONFIDENTIAL</b>	Contact Name, Address, and Telephone Number 404-705-9500 <b>JEFF TITUS, GEOSYNTEC</b>
Description <b>INSTALLED 26 MONITORING WELLS IN ALLUVIAL DEPOSITS GLACIAL OUTWASH FROM OHIO RIVER.</b>	
Name of Project <b>CROSLY FARMS.</b>	Contact Name, Address, and Telephone Number 610-491-9684 <b>KEVIN KILMARTIN, NUS</b>
Description <b>INSTALLATION OF RECOVERY WELLS USING DUAL ROTARY ODEX, ROCK CORING, AND AIR PERCUSSION.</b>	
Name of Project <b>CONFIDENTIAL</b>	Contact Name, Address, and Telephone Number Roy Backman 410-729-7979.
Description <b>INSTALLATION OF SHALLOW + DEEP WELLS USING HOLLOW STEM AUGER, ROCK CORING + DUAL ROTARY.</b>	
Name of Project <b>CONFIDENTIAL</b>	Contact Name, Address, and Telephone Number <b>BOB BALOVIK</b>
Description <b>INSTALLATION OF DNAPL PRODUCT RECOVERY + MONITORING WELL. 26" DRILLING, ROCK CORING + PACKER TESTING.</b>	

ORIGINAL

**OFFEROR'S APPROACH AND CLARIFICATIONS FORM**  
(CONTINUE ON DUPLICATES OF THIS PAGE IF NECESSARY)

Provide any additional information which might affect evaluation of your Proposal. This can include exceptions to any portion of the RFP, clarifications, key equipment considerations, alternative approaches, suggested changes to the work etc.

PLEASE SEE ATTACHED COVER LETTER.

**CERTIFICATION OF TRAINING, MEDICAL, AND SAFETY  
REQUIREMENTS**

The Subcontractor acknowledges that it has read, understands, and has made available to its employees copies of 29 CFR 1910.120, 29 CFR 1910.134, EPA Executive Order 1440.2, and the provisions of American National Standards Institute Standard Z88.2 for respiratory protection. The Subcontractor hereby certifies that the Subcontractor and its employees who will be engaged in working on or near the Greenwood Chemical site under Subcontract No. \_\_\_\_\_ meet all of the requirements of the above documents. These requirements include, but are not limited to, the following items:

- A. The Subcontractor's employees have been examined by a licensed physician within the last 12 months and have been determined to be physically able to perform the Work, and to use the respiratory and other protective equipment required for this assignment;
- B. The Subcontractor's employees have been trained in the proper use of respirators and their limitations;
- C. The employees have received the required health and safety training for working in environments with known and unknown hazards;
- D. The Subcontractor has established and is maintaining a respiratory protection program that complies with the provisions of 29 CFR 1910.134;
- E. The Subcontractor maintains appropriate surveillance of the Work area conditions and degree of employee exposure or stress; and
- F. Compliance with 29 CFR 1910.120.

The Subcontractor further certifies that only respirators approved or accepted by NIOSH/MSHA will be used by the Subcontractor's employees; that each of the Subcontractor's employees has been properly fitted to the respirators provided by the Subcontractor, including a test of the face-to-face piece seal; that the Subcontractor has provided its employee with written procedures covering safe use of respirators in dangerous atmospheres, and that the Subcontractor has established a program for inspection, maintenance, and care of the respirators.

\_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# ACORD® CERTIFICATE OF INSURANCE

DATE (DD/MM/YY)  
07/12/2004

**PRODUCER**

Astro National Inc.  
2001 Spring Road #175  
Oak Brook, IL 60523  
(630) 571-2929 F(630) 571-2934

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

**COMPANIES AFFORDING COVERAGE**

COMPANY  
A INDIAN HARBOR/XL INSURANCE

COMPANY  
B

COMPANY  
C

COMPANY  
D

**INSURED**

SGS ENVIRONMENTAL SERVICES

5712 Erdman Ave.  
Baltimore MD 21205

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	RGS9433011	07/01/04	07/01/05	BODILY INJURY OCC \$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG \$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE OCC \$
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG \$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC \$ 2,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG \$ 2,000,000
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG \$ INCLUDED
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input checked="" type="checkbox"/> PERSONAL INJURY				
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE \$
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	<input type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE \$
	<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE \$
	<input type="checkbox"/> GARAGE LIABILITY				
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
	<b>OTHER</b>				DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$

COPY

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Waiver of Subrogation

**CERTIFICATE HOLDER**

Tetra Tech NUS  
661 Anderson Drive  
Foster Plaza VIII  
Pittsburgh PA 15220

ACORD 25-N (3/93)

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

E.B. Effrein

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# CERTIFICATE OF INSURANCE

DATE (DD/MM/YY)  
07/12/2004

## PRODUCER

Astro National Inc.  
2001 Spring Road #175  
Oak Brook, IL 60523  
(630) 571-2929 F(630)571-2934

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## COMPANIES AFFORDING COVERAGE

COMPANY  
A Continental Casualty Ins. Co. ORIGINALCOMPANY  
B Gulf Insurance CompanyCOMPANY  
CCOMPANY  
D

## INSURED

SGS Environmental Services

5712 Erdman Ave.  
Baltimore MD 21205

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY OCC \$
	<input type="checkbox"/> PREMISES/OPERATIONS				BODILY INJURY AGG \$
	<input type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE OCC \$
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG \$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC \$
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG \$
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG \$
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input type="checkbox"/> PERSONAL INJURY				
A	<b>AUTOMOBILE LIABILITY</b>	BUA276486709	07/01/04	07/01/05	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
B	<b>EXCESS LIABILITY</b>	GA2859838	07/01/04	07/01/05	
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	<b>OTHER</b>				

COPY

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Waiver of Subrogation

## CERTIFICATE HOLDER

Tetra Tech NUS  
661 Andersen Drive  
Foster Plaza VII  
Pittsburgh PA 15220

ACORD 25-N (3/93)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

E.B. Efflein

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AR117469

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**ATTACHMENT C**  
**SUPPLEMENTAL TERMS AND CONDITIONS**

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## **SUPPLEMENTAL TERMS AND CONDITIONS REVISIONS AND ADDITIONS TO THE GENERAL TERMS AND CONDITIONS**

### **SC-1 PROGRAM MANAGER DESIGNEE**

The Program Manager designee for this subcontract is Ralph Boedeker, P.E. All written communication should be delivered to Ralph Boedeker, Tetra Tech, Inc., 56 W. Main Street, Christiana, DE 19713, 302-738-7551, 302-454-5980 (fax).

### **SC-2 DIFFERING SITE CONDITIONS**

It is not the intent of Prime Contractor to fully describe or define site conditions. It is the affirmative responsibility of the Subcontractor to satisfy itself as to all site conditions. The Prime Contractor assumes no responsibility for the accuracy or completeness of for the Subcontractor's interpretation of such supplementary information.

### **SC-3 SCHEDULE REQUIREMENT**

Within 5 days following notice of award of the Subcontract and prior to the start of the Work, the Subcontractor shall prepare and submit to the Prime Contractor, a progress schedule identifying the completion of the Work outlined in the Subcontract Documents within the deadlines set forth in the Milestone Schedule. The Subcontractor's schedule shall indicate the anticipated rate of progress of the Work showing the approximate date on which each part or division of the Work is expected to be started and completed. Along with the schedule submittal, the Subcontractor shall submit a detailed description of the schedule activities.

### **SC-4 PROTECTION OF WORK AND CONDITIONS**

Where the Subcontractor's operations could cause damage or inconvenience to telephone, television, power, oil, gas, sewer, or water, or other utilities, the Subcontractor shall make all arrangement necessary for the protection of these utilities and services.

The Subcontractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage that may result from operations under the Subcontract Documents. Neither the Prime Contractor nor its representatives, officers, or agents shall be responsible to the Subcontractor for damages as a result of the Subcontractor's failure to identify and protect utilities encountered in the Work.

In the event of interruption to domestic or other utility services as a result of accidental breakage due to Subcontractor activities, the Subcontractor shall immediately notify the proper authority. The Subcontractor shall cooperate with said authority in restoration of service as promptly as possible.

The Subcontractor shall protect any and all existing structures from damage whether or not they lie within the limits of the easements for the project. Where existing fences, gates, buildings, or any other structures must be removed to properly carry out the Work, or are damaged during the Work, they shall be restored at the Subcontractor's expense to their original condition and to the satisfaction of the property owner.

### **SC-5 LIQUIDATED DAMAGES**

Should the Subcontractor fail to complete the Work, or any part thereof, in the time agreed upon in the Subcontract Documents or any authorized extensions, the Subcontractor shall reimburse the Prime Contractor for the additional expense and damage for each calendar day, Sundays and legal holidays excluded, that the Work remains uncompleted after the Subcontract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Work is the rate stipulated in the Subcontract Form. The said amount is hereby agreed upon as a reasonable estimate of the damages which will probably ensue or be incurred by EPA or the Prime Contractor in the event that Subcontractor fails to meet the completion date. It is expressly understood and agreed that this amount is not be considered in the nature of a penalty, but as liquidated damages which have accrued against the Subcontractor.



The Prime Contractor shall have the right to deduct such damages from any amount due, or that may become due to the Subcontractor, or the amount of such damages shall be due and collectible from the Subcontractor.

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#### SC-6 SUBCONTRACTOR ACCOUNTING SYSTEM

Subcontractor shall employ an accounting system for this Subcontract to identify and record site specific expenditures on a site specific activity basis. Site specific expenditure documentation must be readily retrievable and sufficiently identifiable to enable cross referencing with payment vouchers for purposes of cost recovery litigations.

#### SC-7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

Subcontractor agrees to obtain confidentiality agreements from all personnel working under this Subcontract using a form similar to that attached. Such agreements shall contain provisions which stipulate that each individual agrees not to disclose to any entity external to EPA, Department of Justice, Prime Contractor or Subcontractor either in whole or in part any technical data provided by EPA or Prime Contractor, or generated by Subcontractor, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of Prime Contractor. Such agreements shall be effective for a period of ten (10) years commencing with the effective date of this Subcontract.

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## CONFIDENTIALITY FORM

Confidential information received by \_\_\_\_\_ relative to activities at the Big John Salvage site shall not be divulged except under certain specified conditions.

Confidential information is defined as information, data and drawings, any site specific cost information, or any enforcement strategy supplied from any source or generated on the Big John Salvage site . Confidential information shall be related only to other employees and individuals (EPA, Department of Justice, other Tetra Tech contractor personnel) who need to have access to such information in order to perform the work. This information may be reproduced, but only as needed to perform the work.

Employees having access to confidential information shall utilize such information only as required for the work, and shall not divulge such information to anyone who has not signed a confidentiality memorandum. Anyone wishing to release confidential information should submit a request to Tetra Tech in writing. Approvals will be given in writing.

Your signature will verify that you have read this memorandum, understand how confidential information is to be handled, and agree to utilize confidential information only as specified above for ten (10) years following the date of signature.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date

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**Attachment D**

**Representations and Certifications of the Subcontractor**

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## OFFEROR REPRESENTATIONS AND CERTIFICATIONS

RFP/SUBCONTRACT NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF OFFEROR: SGS ENVIRONMENTAL SERVICES INC  
5712 EADMAN AVE  
BALTIMORE, MD 21205

## BUSINESS CLASSIFICATION:

- ☒ Large Business  
☐ Small Business  
☐ Small Disadvantaged Business  
☐ Woman Owned Business  
☐ HUBZone Small Business  
☐ Veteran-Owner Small Business  
☐ Service Disabled Veteran-Owner Small Business  
☐ HBCU

CONTRACTOR ESTABLISHMENT CODE (CEC): \_\_\_\_\_

NAICS CODE: 2359POINT OF CONTACT: Robert AtkinsonTELEPHONE: 410-483-2200FACSIMILE: 410-483-2206EMAIL: Robert.Atkinson@sgs.com

The following Offeror Representations and Certifications are required as part of this submission:

- ☐ PART I - OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
☐ PART II - ADDITIONAL REPRESENTATIONS AND CERTIFICATIONS  
☐ PART III - ENVIRONMENTAL PROTECTION AGENCY SUPPLEMENT  
☐ PART IV - DEPARTMENT OF ENERGY SUPPLEMENT  
☐ PART V - DEPARTMENT OF DEFENSE

By signing below, the Offeror certifies, under the penalty of law, that the Representations and Certifications are accurate, current and complete. The Offeror further certifies that it will notify the Subcontracts Manager of any changes to these Representations and Certifications. By signing below, the Offeror certifies, under the penalty of law, that the Representations and Certifications are accurate, current and complete. The Offeror further certifies that it will notify the Subcontracts Manager of any changes to these Representations and Certifications.

Mary Ann Dow  
Signature of Authorized Representative

11/23/04  
Date

MARY ANN DOW, Office Manager  
Typed Name and Title

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**OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
PART I - TABLE OF CONTENTS**

ALL OF THE FOLLOWING OFFEROR REPRESENTATIONS AND CERTIFICATIONS MUST BE COMPLETED BY THE OFFEROR.

1. FAR 52.204-3 Taxpayer Identification (October 1998)
2. FAR 52.204-5 Women Owned Business (Other Than Small Business) (May 1999)
3. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (January 2001)
4. FAR 52.215-6 Place of Performance (October 1997)
5. FAR 52.219-1 Small Business Representations (May 2001)
6. FAR 52.222-22 Previous Contracts and Compliance Reports (February 1999)
7. FAR 52.222-25 Affirmative Action Compliance (April 1984)
8. FAR 52.222-38 Compliance with Veterans' Employment Reporting (December 2001)
9. FAR 52.225-2 Buy American Act - Balance of Payments Program Certificate (February 2000)
10. FAR 52.225-4 Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate (February 2000)
11. FAR 52.225-6 Trade Agreements Certificate (February 2000)
12. FAR 52.226-2 Historically Black College or University and Minority Institution Representation (May 2001)
13. FAR 52.227-6 Royalty Information (April 1984)
14. N/A Certification Regarding Facilities Capital Cost of Money
15. N/A Authorized Negotiators

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS****1. FAR 52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)***(a) Definitions.*

"Common Parent," as used in this solicitation provision, means that corporate identity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN),"as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors are required to submit the information required in paragraphs (d) through (f) of this provision in order to comply with requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting subcontract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the subcontract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship by the Government (31 U.S.C. 7701(c)(3)). If the resulting subcontract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(d) Taxpayer Identification Number (TIN).*

☒ TIN: 22-3334380

☐ TIN has been applied for

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government

☐ Offeror is an agency or instrumentality of a Federal government

*(e) Type of organization*

☐ Sole proprietorship;

☒ Corporate entity (not tax exempt);

☐ Corporate entity (tax exempt);

☐ Government entity;

☐ Foreign Government

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☐ International organization per CFR 1.6049-4

☐ Partnership

☐ Common Parent

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision

☐ Name and TIN of common parent

Name \_\_\_\_\_  
TIN \_\_\_\_\_

## 2. FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition.* "Women-owned business concern" as use in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern under FAR 52.21902]. The offeror represents that it ☐ is a woman-owned business concern.

## 3. FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ / are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ / have not ☒ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐ / are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The Offeror, aside from the offenses enumerated in paragraph (a)(1)(i)(A), (B), and (C) of this provision, has ☐ / has not ☒ within the past 3 years, relative to tax, labor and employment, environmental, antitrust or consumer protection laws --

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments current pending against them); or

(2) Had a Federal Court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

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(B) If the Offeror has responded affirmatively, the Offeror shall provide additional information if requested by the Purchaser; and

(iii) The Offeror has ☐ / has not ☒ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Purchaser Subcontract Manager if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government or Purchaser, the Purchaser may terminate the subcontract resulting from this solicitation for default.

#### 4. FAR 52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)

(a) The offeror or quoter, in the performance of any subcontract resulting from this solicitation, ☐ intends / ☒ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street, City, State, Zip Code)	Name and Address of Owner and Operator of Plant or Facility if Different from Offeror

#### 5. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2001)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].



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(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] This offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision –

"Service-disabled veteran-owned small business concern" –

(1) Means a small business concern –

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Purchaser contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern –

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern –

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

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**6. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that -

(a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☒ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**7. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that--

(a) It ☒ has developed and has on file / ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**8. FAR 52.222-38 COMPLIANCE WITH VETERANS' REPORTING (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing FAR clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by the clause.

**9. FAR 52.225-2 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Suppliers" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as Necessary]

(c) The Purchaser will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

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**10. FAR 52.225-4 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT - ISRAELI TRADE ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

**NAFTA Country or Israeli End Products:****LINE ITEM NO****COUNTRY OF ORIGIN**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

{List as necessary}

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

**Other Foreign End Products:****LINE ITEM NO****COUNTRY OF ORIGIN**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

{List as necessary}

(d) The Purchaser will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**11. FAR 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEBRUARY 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

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## Other End Products:

LINE ITEM NO

COUNTRY OF ORIGIN

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

{List as necessary}

(c) The Purchaser will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Purchaser will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Purchaser will consider for award only offers of U.S.-made, designated country end products unless the Purchaser's Subcontract Manager determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

## 12. FAR 52.226 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

### (a) Definitions. As used in this provision:

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, NASA, and the Coast Guard, the term also includes any non-profit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

### (b) Representation.

- (i) The offeror represents that it [ ] is / [X] is not a historically black college or university.
- (ii) The offeror represents that it [ ] is / [X] is not a minority institution.

## 13. FAR 52.227-6 ROYALTY INFORMATION (APRIL 1984)

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each subcontract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of subcontract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the subcontract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

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**14. CERTIFICATION REGARDING FACILITIES CAPITAL COST OF MONEY**

The Subcontractor [ ] proposes, [ ] does not propose facilities capital cost of money as a proposed cost.

**15. AUTHORIZED NEGOTIATORS**

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE</u>
Robert Atkinson	Branch Manager	410-483-2200

**EI LS**

Excluded Parties List System

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- ▶ Lists Data Report
- ▶ Supplemental Data Report
- ▶ Cause and Treatment Code

**★ View Cause and  
Treatment Code  
Descriptions**

- ▶ Reciprocal Codes
- ▶ Procurement Codes
- ▶ Nonprocurement Codes

**★ Contact Information**

- ▶ Email: support@epls.gov
- ▶ Phone: 1-866-GSA-EPLS (1-866-472-3757)

## Search Results for Parties Excluded by Partial Name : SGS Environmental Services

**As of 23-Nov-2004**

No records were found matching this criteria.



ORIGINAL

**EPLS**

Excluded Parties List System

★ **Search Menu -  
Current Exclusions**

- ▶ Name
- ▶ Multiple Names
- ▶ DUNS
- ▶ Agency
- ▶ State/Country
- ▶ Action Dates
- ▶ Termination Dates
- ▶ Exact Name and SSN/TIN
- ▶ CT Code

★ **Archive Menu -  
Past Exclusions**

- ▶ Name
- ▶ Multiple Names

★ **View Agency  
Contacts**

★ **Related Links**

- ▶ Debar Maintenance
- ▶ Administration
- ▶ Upload Login

★ **FAQ**

★ **Reports Menu**

- ▶ Lists Report
- ▶ Supplemental Report
- ▶ Agency Report
- ▶ Supplemental Agency Report
- ▶ State/Country Report
- ▶ Lists Data Report
- ▶ Supplemental Data Report
- ▶ Cause and Treatment Code

★ **View Cause and  
Treatment Code  
Descriptions**

- ▶ Reciprocal Codes
- ▶ Procurement Codes
- ▶ Nonprocurement Codes

★ **Contact Information**

- ▶ Email: support@epls.gov
- ▶ Phone: 1-866-GSA-EPLS (1-866-472-3757)

**Search Results for Parties Excluded**

**by Partial Name : SGS**

**As of 23-Nov-2004**

No records were found matching this criteria.

