

AWARD/CONTRACT		1. Reserved for later use		Page of Pages	
				1	30
2. Contract Number DCEB-2014-C-2003		3. Effective Date See Box 20C.		4. Requisition/Purchase Request/Project No.	
5. Issued By: Office of the Deputy Mayor for Planning and Economic Development Office of Contracts, Procurement and Grants 1100 4 th Street, S.W., Suite E500 Washington, D.C. 20024		Code		6. Administered by (If other than line 5) Office of the Deputy Mayor for Planning and Economic Development Walter Reed Local Redevelopment Authority (LRA) 1350 Pennsylvania Avenue, N.W., Suite 317 Washington, D.C. 20004	
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) HP Environmental, Inc. 104 Eiden Street Herndon, Virginia 20170		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Section F.3)		9. Discount for prompt payment	
Code		Facility		10. Submit invoices to the website address shown in: <input type="checkbox"/> Item Section G.2.1	
11. Ship to/Mark For SAME AS BLOCK 6		Code		12. Payment will be made by Code	
13. Reserved for future use		14. Accounting and Appropriation Data			

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
001	Phase II Environmental Site Assessment (ESA) Report	1	Job	See Section B	\$187,750.00
Total Amount of Contract				\$187,750.00	

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23-29
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Description/Specifications/Work Statement	3-6	X	J	List of Attachments	30
X	D	Packaging and Marking	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	8	K	Representations, Certifications and Other Statements of Offerors		
X	F	Deliveries or Performance	9-10	L	Instructions, conditions & notices to offerors		
X	G	Contract Administration data	11-15	M	Evaluation factors for award		
X	H	Special Contract Requirements	16-22				

Contracting Officer will complete item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copy to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name and Title of Signer (Type or print) <i>Plato Chmelinski, Resident</i>		20A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants	
19B. Name of Contractor: <i>HP Environmental, Inc.</i>		20B. District of Columbia	
19C. Date Signed <i>10/2/14</i>		20C. Date Signed <i>10-8-14</i>	
(Signature of person authorized to sign)		Signature of Contracting Officer	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Government, Office of Deputy Mayor for Planning and Economic Development (DMPED), Walter Reed Local Redevelopment Authority (LRA), (the “District”) engages HP Environmental, Inc. (hereinafter the “Contractor”) to complete a Phase II Environmental Site Assessment (“ESA”) (as identified in the Phase I ESA report), for all of the buildings on the LRA portion of the Site except for Building 2.

B.2 The District awards a firm fixed price contract for a period of one year from the date of award for the requirements stated in the schedule below.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Weekly meeting with DDOE and DMPED staff to develop a preliminary Work Plan, with follow-up meeting minutes as stated in C.3.2.1	\$ 8,400.00
0002	Final Work Plan developed in coordination with DMPED and DDOE as stated in C.3.2.1	\$ 14,090.00
0003	Flyash Assessment as required by C.3.2.22	\$ 13,410.00
0004	Former Base Laundry and Motor Pool Assessment as required by C.3.2.22	\$ 23,105.00
0005	USTs Assessment as required by C.3.2.22	\$ 39,615.00
0006	Open Leaking Underground Storage Tank Cases Assessment as required by C.3.2.22	\$ 2,500.00
0007	Former WRAMC Dry Cleaner Assessment as required by C.3.2.22	\$ 2,250.00
0008	PCBs Assessment as required by C.3.2.22	\$ 14,305.00
0009	Past Pesticide Use Assessment as required by C.3.2.22	\$ 13,835.00
0010	Investigation Derived Waste Disposal as stated in C.3.2.22	\$ 10,540.00
0011	Summary of Potential Additional Development Costs as stated in C.3.2.6 and C.3.2.17	\$ 6,390.00
0012	Environmental Oversight and Sampling during Geotechnical Investigation by Others	\$ 16,790.00
0013	Preliminary and Final Phase II Environmental Site Assessment Report as stated in C.3.2.22	\$ 22,520.00
Grand Total for B.1		\$187,750.00

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED) has a requirement for a Contractor to complete a Phase II Environmental Site Assessment (“ESA”) (as identified in the Phase I ESA report), for all of the buildings on the LRA portion of the Site except for Building 2. These analyses and document reviews will assist the Walter Reed Local Redevelopment Authority (“LRA”), which is administered by the District, to negotiate for the acquisition and development of 66.57 acres of the former Walter Reed Army Medical Center from the US Army. As part of this scope, the LRA envisions that the Contractor will coordinate closely and have deliverables reviewed by, the District Department of Environment (“DDOE”).

C.1.1 Applicable Documents

	Document Title	Source
1	Final Reuse Plan	http://www.walterreedlra.com/publications-documents/reuse-plan-2/
2	Small Area Plan	http://planning.dc.gov/DC/Planning/In+Your+Neighborhood/Wards/Ward+4/Small+Area+Plans+&+Studies/Walter+Reed+Army+Medical+Center+Small+Area+Plan+Council+Approved
3	US Army Environmental Conditions of Property report 2006	Attachment A
4	US Army Environmental Conditions of Property reports (2010 – 2013)	http://www.hqda.army.mil/acsimweb/brac/sites.html?state=DC
5	US Army Section 106 Documents	http://www.hqda.army.mil/acsimweb/brac/nhpa_wramc.html
6	Baist Map of Walter Reed	Attachment B
7	Map and list of all existing buildings on Walter Reed	Attachment C
8	Draft Phase 1 Environmental Site Assessment	Attachment D

C.1.2 Definitions

Please review the Reuse Plan Glossary to supplement the terms used in this section.

BRAC - Base Closure and Realignment Closure

DDOE – District Department of the Environment

District – Government of the District of Columbia

DDOE – District Department of the Environment

DMPED - Office of the Deputy Mayor for Planning and Economic Development

DoD - U.S. Department of Defense

DoS – U.S. Department of State

EDC - Economic Development Conveyance application, which will outline the terms of the conveyance from DoD to the LRA for the Site

LRA - Walter Reed Local Redevelopment Authority

OEA – US Department of Defense, Office of Economic Adjustment

Reuse Plan – The Reuse Plan that describes existing conditions and a proposed future development program for the Walter Reed Site

Site – The Walter Reed Army Medical Campus, which is bounded by Aspen St NW, Georgia Ave NW, Fern St NW, and Alaska Ave NW and is 110.1 acres. Sixty-six and a half acres have been designated for the potential reuse by the LRA. The Site address is 6900 Georgia Ave NW, Washington, DC 20307.

C.2 BACKGROUND

Under the Base Closure and Realignment Closure process (“BRAC”), the LRA, acting through DMPED, is charged with completing a series of planning processes including a Reuse Plan. The LRA has now become an implementation LRA under the BRAC regulations, which allows the District to submit an Economic Development Conveyance (“EDC”) application to the US Army to negotiate for the acquisition of the surplus property. The EDC will outline the terms of the conveyance from US Army to the LRA for the Site. A draft EDC application was submitted in February to the US Army. The LRA has also selected a master development team, which will eventually develop the LRA portion of the Site. In an effort to conduct the due diligence of the Site and to inform the negotiations with the US Army, the LRA seeks a contractor to perform necessary environmental due diligence, which should build on the site analysis completed through the Phase II ESA.

C.3 REQUIREMENTS

C.3.1 Initial Meeting

C.3.1.1 The Contractor shall coordinate and attend an initial meeting with DMPED within three (3) days after contract award and provide meeting minutes within 24 hours following the initial meeting.

C.3.2 Phase II Environmental Site Assessment (ESA)

Contractor requirements for this category shall include the following components listed in C.3.2.1 thru C.3.2.22:

- C.3.2.1** Attend weekly meeting via phone or in person, and submit meeting minutes, with the DDOE and DMPED staff to review and guide the development of a satisfactory preliminary and Final Work Plan prior to initiating any testing or analyses. The Work Plan shall include the methodology, location, types of tests, as well as other items to ensure that any results or findings from this ESA can be used and supported by DDOE;
- C.3.2.2** Assessment activities (including laboratory testing);
- C.3.2.3** Evaluation and presentation of data, which shall be shared with DMPED during weekly meetings and in the preliminary and final reports;

- C.3.2.4** Presentation of findings, conclusions, and specific recommendations with cost estimates to accomplish the recommended work, which shall be considered part of the final report;
- C.3.2.5** Perform the review of previously prepared environmental documents and reports, including the Phase I ESA;
- C.3.2.6** Review current development plans and all available environmental documents to roughly define the areas of the Site that may have environmental contamination that could be disturbed during the planned development. Prepare and submit a summary of potential additional development costs that may be incurred as a result of the existing contamination.
- C.3.2.7** Investigate property background such as, but not limited to, involved parties, known and potential environmental conditions, current and historic property use, responsible parties, cause of environmental conditions, and potential off-site sources of contamination;
- C.3.2.8** Determine if buildings, soil, air, and possibly groundwater have been impacted by a known or possible environmental condition (i.e., a dry cleaner, leaking underground storage tank, etc.) to determine the necessity for further characterization;
- C.3.2.9** Determine the vertical and lateral extent of soil and groundwater contamination and provide remediation cost estimates to the District to make decisions regarding the property; These investigations shall not be considered to be a full side wide hydrogeologic investigation.
- C.3.2.10** Discuss drilling and sampling protocols, details of monitoring well construction, if applicable, rationale for selection of locations for borings/wells and depths explored;
- C.3.2.11** Perform environmental oversight, soil sample collection and laboratory analysis during completion of Geotechnical soil borings by others.
- C.3.2.12** Perform all analysis and interpretation of results in the context of applicable Local, States and Federal laws, ordinances, regulations and rules;
- C.3.2.13** Perform analysis for local geologic and hydro-geologic setting and environmental conditions identified in borings/wells including depth to groundwater, probable, or known direction for local groundwater flow, interpretation of soil/stratigraphy and contaminant distribution based on boring logs made in Phase II site work;
- C.3.2.14** Perform interpretive analysis of vertical and lateral extent of soil and /or groundwater contamination contour maps as may be applicable to clearly illustrate finds and implications to the average report user/consumer;
- C.3.2.15** Report preparation with conclusions, recommendations and cost estimates as appropriate to implement recommendations;
- C.3.2.16** Identify applicable regulatory jurisdictions, cleanup standards/guidelines, applicable soil and/or groundwater cleanup guidelines, identification of agency reporting/disclosure requirements, if any;

- C.3.2.17** Discuss lab results with comparison to regulatory cleanup guidelines, discussion of requirements to meet regulatory standards, discussion of feasibility for remediation, if applicable, approximate estimated costs for additional studies and/or monitoring and/or remediation, if feasible, and estimated time lines to meet regulatory requirements;
- C.3.2.18** Ensure that the industry and regulatory standards and all of the performance requirements that they contain in C.3.2.18.1 thru C.3.2.18.7 are part of the requirements of the scope of work.
- C.3.2.18.1** ASTM standards referenced for Phase II ESA's include but not limited to the following:
- C.3.2.18.2** ASTM Standard #E 1903 Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process, latest edition.
- C.3.2.18.3** ASTM Standard #D 5730 Guide to Site Characteristics for Environmental Purposes with Emphasis on Soil, Rock, the Vadose Zone and Ground Water, latest edition.
- C.3.2.18.4** ASTM Standard #D 653 Terminology Relating to Soil, Rock and Contained Fluids, latest edition.
- C.3.2.18.5** ASTM Standard #D 4750 Test Method for Determining Subsurface Liquid Levels in a Borehole or Monitoring Well (Observation Well), latest edition.
- C.3.2.18.6** ASTM Standard #E 1527 Practice for Environmental Site Assessments: Phase I, latest edition; and
- C.3.2.18.7** ASTM Standard #E 1528 Practice for Environmental Site Assessments: Transaction Screen Process, latest edition.
- C.3.2.19** Ensure that drilling, sampling, and laboratory testing of soil, groundwater, building materials or any other material are in compliance with, and according to, the required protocols and procedures of the authorities having jurisdiction, and, in accordance with the procedures and practices as defined by the standards, laws, codes, ordinances and rules or requirements as stated or referenced in this category.
- C.3.2.20** Utilize the services of a licensed geologist/hydro-geologist for aspects of the work pertaining, but not limited to, interpretation of geologic/hydro-geologic conditions, and contaminants in groundwater.
- C.3.2.21** Procure and pay for all permits and fees to perform borings or any type of testing.
- C.3.2.22** Furnish a Preliminary for the District's review followed by a Final Report documenting the methodology of the work, a summary of the findings, and copies of all maps, relevant records and data, as well as contour maps to clearly illustrate findings and implications.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of this contract.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Qty.	Format and Method of Delivery	Due Date
0001	Coordinate and attend initial meeting with DMPED as stated in C.3.1	1	Minutes from meeting Electronic PDF	3 days after award, with meeting minutes due within 24 hours after meeting
0002	Weekly phone or in person meetings with DDOE and DMPED staff to develop a preliminary Work Plan, with follow-up meeting minutes as stated in C.3.2.1	1 per week	Minutes from meeting Electronic PDF	Starting 5 days after award, with meeting minutes due within 24 hours after each meeting
0003	Preliminary Work Plan as stated in C.3.2.1	1	One (1) Electronic PDF Copy	10 days after award
0004	Final Work Plan developed in coordination with DMPED and DDOE as stated in C.3.2.1	1	One (1) Electronic PDF Copy	15 days after award
0005	Procure permit for drilling activities as stated in C.3.2.21	1	One (1) Electronic PDF Copy	30 days after award
0006	Preliminary Phase II Environmental Site Assessment Report as stated in C.3.2.22	1	One (1) Electronic PDF Copy	90 days after award
0007	Final Phase II Environmental Site Assessment Report as stated in C.3.2.22	6	One (1) Electronic PDF Copy; Five (5) hard copies	111 days after award
0008	Summary of potential additional development costs that may be incurred as a result of the existing contamination as stated in C.3.2.6 and C.3.2.17	1	One (1) Electronic PDF Copy	111 days after award
0009	Contour maps as stated in C.3.2.22	1	One (1) Electronic PDF Copy	111 days after award

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices as specified in Section G.2.2 on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted electronically to the Office of the Deputy Mayor for Planning and Economic Development via email to: dmpedinvoices@dc.gov.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Partial Payments

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."; and

- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made.

Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the

payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1100 4th Street, S.W., Suite E500
Washington, D.C. 20024
Telephone (202) 724-8111
Email: jacque.mcdonald@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Martine Combal, AICP
Interim Deputy Director of Real Estate / Walter Reed LRA Director
Office of the Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, NW, Suite 317
Washington, D.C. 20004
Phone: 202-615-2029
Email: martine.combal@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 13, dated June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed

nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;

- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

- H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

Reserved

H.11 CONTRACTOR RESPONSIBILITIES

Reserved

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Quick Links for Vendors”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in

a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury;

contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence. **The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.**

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Office of the Deputy Mayor for Planning
and Economic Development
Office of Contracts, Procurement and Grants
1100 4th Street SW, Suite E500
Washington, DC 20024

H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein by reference. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this solicitation will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Required Solicitation Documents" under Quick Links for Vendors
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Rev. 13, dated June 19, 2013
J.3	Reserved
J.4	Reserved
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (2014) available at www.ocp.dc.gov click on "Required Solicitation Documents" under Quick Links for Vendors
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2014) available at www.ocp.dc.gov click on "Required Solicitation Documents" under Quick Links for Vendors
J.7	HP Environmental Inc.'s, Technical and Price Proposals, dated September 29, 2014



September 29, 2014

Ms. Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director, Contracts, Procurement and Grants
Government of the District of Columbia
Office of the Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, NW
Suite 317
Washington, D.C. 20004

Re: Response to Request for Proposal
Solicitation No.: DCEB-2014-R-2003
Phase II Environmental Site Assessment
Former Walter Reed Army Medical Center
6900 Georgia Avenue, NW
Washington, D.C.

Dear Ms. McDonald:

HP Environmental, Inc. (HPE) is pleased to submit this proposal for environmental consulting services for the completion of a Phase II Environmental Site Assessment (ESA) at the former Walter Reed Army Medical Center (WRAMC), the "Site", addressed as 6900 Georgia Avenue, NW in Washington, D.C. HPE's proposal is based on your Request for Proposal (RFP) dated September 3, 2014; an email response to HPE's request for clarification to the RFP Scope of Work (SOW) received on September 5, 2014; HPE's Draft Phase I Environmental Site Assessment dated July 25, 2014, and comments received on September 24, 2014 regarding HPE's original RFP response.

The RFP requested the following information:

1. Describe your knowledge and experience related to the BRAC/LRA requirements.
2. Describe your approach to meet the scope of work and submission timeline.
3. Identify deliverables (in accordance with the Scope of Work).
4. Describe which portions of the effort will be subcontracted, if any.
5. Identify the skill categories to be utilized and submit resumes of all key personnel.

Each of these requests will be addressed in the following sections.

HPE's Experience with BRAC and LRA

HPE has been in business for over 20 years and during that time has worked as a subcontractor on BRAC projects including the demolition of the Former Cameron Station in Alexandria, Virginia and development activities at the Fort Belvoir Military Reservation in Fairfax County, Virginia. Our work at Cameron Station included industrial hygiene oversight and monitoring for the removal of hazardous materials including asbestos, elemental mercury, and PCBs. At Fort Belvoir HPE provided for the development of a site-specific Safety and Health Plan and provided site worker exposure monitoring for benzene.

In addition to these BRAC projects HPE has also been active in other public/private partnerships similar to the WRAMC project. As an example HPE performed a Phase II Environmental Site Assessment and provided site monitoring and remediation services for the redevelopment of the former Convention Center in Washington, D.C. into the City Center DC (CCDC) Development. At the time of the development CCDC represented the single largest urban development project in the United States.

HPE has also been extensively involved in work with properties owned by the Government of the District of Columbia. Primarily HPE has been involved in work associated with school construction and renovation. Professional services provided on these projects included industrial hygiene monitoring, asbestos and lead-based paint surveys, hazardous material surveys and abatement, underground storage tank removal, Phase II ESAs, soil and groundwater remediation, and stormwater permitting and compliance.

Approach to Meet Scope of Work and Submission Timelines

Scope of Work – HPE has reviewed the SOW and is confident that HPE has the appropriate experience and staff to complete the SOW as presented in the RFP attachments.

The overall Contract Manager for this project will be Mr. Piotr Chmielinski, MS, CIH and Projects Executive of HPE. Mr. Chmielinski is a board Certified Industrial Hygienist and co-founder of HPE. In the role of Contract Manager Mr. Chmielinski will be responsible for overall direction and performance of the contract, in-house QA/QC of all deliverables, and negotiations with the Government of the District of Columbia. A copy of Mr. Chmielinski curriculum vitae is included in Attachment A to this proposal.

HPE's Technical Manager for this project will be Kent Campbell, CPG, Director of Site Assessment, Monitoring and Compliance at HPE. Mr. Campbell will provide overall direction for the work and will be the lead author on all documents. Mr. Campbell is a Professional Geologist with over 25 years' experience in the environmental consulting field in the Washington, D.C. Mr. Campbell has completed hundreds of Phase II assessments and is familiar with the geologic conditions in the area of the Site as well as the local and Federal environmental regulations that may pertain to contaminants of concern for the Site. Mr. Campbell is also very familiar with the history of the site and current site conditions as he was the primary investigator and author of

HPE's Draft Phase I ESA of the Site. In that capacity Mr. Campbell walked the entirety of the Site, reviewed documents related to historical uses and environmental conditions, and interviewed Site Caretaker staff as to their knowledge of the environmental conditions. A copy of Mr. Campbell's curriculum vitae is included in Attachment A to this proposal.

Mr. Campbell will be supported by Mr. Pablo Gallegos and Mr. John Pfaff, M.S. Mr. Gallegos has a Chemical Engineering degree from the University of Virginia and has been active in the environmental field in Washington, D.C. for the past 5 years. Mr. Gallegos has extensive experience in environmental investigations and field sample collection as well as industrial hygiene sampling and monitoring. A copy of Mr. Gallegos's curriculum vitae is included in Attachment A to this proposal.

Mr. Pfaff is the Director of Environmental & IH Chemistry at HPE. In this role Mr. Pfaff has operated HPE's in-house chemistry lab for the past 11 years and will support the project both through the completion of all analytical testing on samples collected as a part of the proposed Phase II ESA but also as a subject matter expert on chemical fate and transport. A copy of Mr. Pfaff's curriculum vitae is included in Attachment A to this proposal.

Timelines – HPE has reviewed the proposed calendar as presented in Section C.4 of the SOW. It was HPE's observation that, based on HPE's experience with the completion of Phase II ESAs in the District of Columbia, the presented timeline was not likely to be attained. On September 4, 2014 HPE sent an e-mail the Contracting Officer (CO) stating this opinion. In a return email HPE was asked to present a modified calendar. HPE's proposed calendar is as follows:

Milestone	DC Due Date	HPE Proposed Due Date
Draft Work Plan	None provided	10 days after award
Final Work Plan	15 days after award	15 days after award
Permit for drilling activities	None provided	30 days after award
Draft Phase II Environmental Site Assessment Report	None provided	90 days after award
Final Phase II Environmental Site Assessment Report	90 days after award	111 days after award
Summary of potential additional development costs	90 days after award	111 days after award
Contour Maps	90 days after award	111 days after award

As stated prior HPE's Technical and Contract Managers have over 25 years of contracting experience within the Washington, D.C. area. Much of this experience has been within the real

estate transaction and property redevelopment markets so HPE is intimately familiar with the procedures needed to ensure that projects are tracked and performed in accordance with strict, and often times short, deadlines. HPE has a proven track record of on time delivery of reports and other deliverables. HPE's staff has the experience to anticipate and plan for potential impacts to the deliverable schedules and to make alterations to work schedules as needed to maintain deliverables schedules without compromising the quality of the end product.

Contract Deliverables

HPE has reviewed the RFP and SOW and understands that the following items will be deliverables under the proposed contract:

Meeting Minutes – weekly meetings are proposed from contract initiation through completion of the Project. HPE will be responsible for taking the meeting minutes and for distributing the meeting minutes to all parties within 24 hours of the completion of each meeting. The meeting minutes will be delivered by e-mail in a .PDF format.

Draft Work Plan – HPE will prepare a Draft Work Plan for the Phase II SOW detailing the procedures to be used to complete the Phase II in such a manner as to provide the Government of the District of Columbia with defensible data. The Work Plan will provide a detailed discussion of sample locations and the logic behind the selected locations; procedures for the collection and preservation of samples; procedures for documenting the field work and sample collection efforts; analytical testing to be performed on the recovered samples; and health and safety standards to be implemented to ensure a safe and accident-free work place. Note that it is beyond the scope of this proposal for HPE to complete a full delineation of any contamination detected. Rather HPE will develop a Phase II SOW with focused sampling in areas of the Site that were identified in the Phase I ESA as potentially having been impacted by releases of chemicals to the environment. The Phase II SOW will also include a more general drilling and sampling program across the Site in an effort to detect contamination that may not have been suspected prior. The Draft Work Plan will be submitted as a .PDF document to representatives of the Government of the District of Columbia for review and comment.

Final Work Plan – HPE will receive comments from representatives of the Government of the District of Columbia and will modify the Draft report in such a fashion as to address all comments. If any comments are deemed to not be applicable HPE will discuss said comments with the Contract Officer and provide a written response. Once all comments have been addressed HPE will prepare a Final Work Plan for the Phase II ESA that will provide the guidance for implementation of the Phase II ESA. A single .PDF document will be provided to the client.

Preliminary Phase II Environmental Site Assessment Report – Upon completion of all field sampling activities and all analytical testing, HPE will prepare a Preliminary Phase II ESA report detailing the analytical data, geologic conditions, and interpretations of the results. The Draft Phase II will present HPE professional opinion regarding the hydrogeological conditions at the

Site; the extent and severity of any contamination detected; and recommendations for additional investigation if warranted. The Preliminary Phase II Site Assessment Report will be submitted as a .PDF document to representatives of the Government of the District of Columbia for review and comment.

Final Phase II Environmental Site Assessment Report - HPE will receive comments from representatives of the Government of the District of Columbia and will modify the Preliminary report in such a fashion as to address all comments. If any comments are deemed to not be applicable, HPE will discuss said comments with the Contract Officer and provide a written response. Once all comments have been addressed HPE will prepare a Final Phase II Environmental Site Assessment Report. HPE will submit a single .PDF document as well as five hard copies of the Final Phase II Environmental Site Assessment Report to the client

Summary of Potential Additional Development Costs – Based on the Phase II ESA data, historical documents available to HPE, and plans detailing the proposed Site redevelopment activities, HPE will prepare a summary document detailing the potential costs that may be incurred during the planned redevelopment of the site as a result of any environmental contamination detected in HPE's Phase II study or previously reported at the Site by others. As a part of the development of this document HPE will meet with Government of the District of Columbia staff and representatives of the planned developer of the Site to determine the scope of the redevelopment and what areas of the site will be disturbed. This information will then be coupled with both current and historical environmental data for the Site to develop the additional, or incremental, environmental costs that may be incurred above and beyond the expected and standard construction costs. These costs can then be used by the client in the valuation of the Site. A single .PDF document will be provided to the client.

Contour Maps – HPE will prepare contour maps for the Site to visually demonstrate certain data including the depth to local groundwater and the flow direction of the groundwater beneath the Site and isoconcentration maps of contaminant concentrations. These maps are intended to allow the user to quickly understand the general hydrogeological environment beneath the Site and to assess the extent and severity of any contamination detected in the Phase II ESA. These maps will be included in the Final Phase II Environmental Site Assessment Report and also as a standalone document for ease of use. A single .PDF document will be provided to the client.

Subcontracted Services

Portions of the work anticipated to be completed as a part of the Phase II ESA will be subcontracted to outside vendors. The subcontracted services predominantly revolve around the drilling of soil borings and installation of groundwater monitoring wells. HPE will provide full time oversight of all subcontractors. Oversight costs are included in the cost proposal with no additional markup. HPE's subcontractors are as follows:

Utility Markout and Clearance – Miss Utility and Accumark, Sterling, Virginia

Drilling Services – Connelly and Associates, Inc., Frederick, Maryland
Disposal of Contaminated Drill Cuttings (if needed) – Soil Safe, Brandywine, Maryland

All contract management, plan development, field sampling labor, analytical testing and report preparation will be completed by HPE staff.

HPE Staff and Skill Categories

HPE's proposed overall staffing for this project include:

Contract Manager – Piotr Chmielinski, MS, CIH
Technical Manager – Kent Campbell, CPG
Field Sampling Manager – Pablo Gallegos, BS
Analytical Testing and Data Management – John Pfaff, MS

Resumes for these core staff are included in Attachment A to this proposal.

The Contract Manager is responsible for overall management of the Project and ensuring that all contract documents are properly certified and validated prior to work initiation, negotiation of contract changes or deductions; QA/QC of all documents and coordination of document deliverable schedule.

The Technical Manger will be responsible for the development of the proposed scope of work, development of the field sampling QA/QC Plan, Health and Safety Plan and all Work Plans and Reports. The Technical Manager will also be responsible for attending all meetings and responding to all technical questions received from the client.

The Field Sampling Manager will be responsible for direction of the sample collection events and implementation of the Work Plan and Health and Safety Plan. Day to day coordination of all drilling and sampling efforts will be managed by the Field Sampling Manager. The Field Sampling Manger will also be responsible for drafting portions of the Preliminary and Final Phase II Environmental Site Assessment Reports.

Analytical Testing and Data Management duties will include the receipt of all environmental samples, QA/QC of sample condition and Chain of Custody, management of all analytical testing in-house in HPE's lab, and review of analytical data deliverables and acting as the subject matter expert for chemical fate and transport discussions.

Price Proposal

The scope of services for this proposal has been developed based on HPE's Draft Phase I ESA for the Site dated July 25, 2014, your request for sole source proposal dated September 3, 2014; email response to HPE's clarification to the Scope of Work (SOW) received on September 5, 2014, and comments received from your office on September 24, 2014 regarding

HPE's original RFP response. Specific Tasks are presented below that have been broken out for individual costing as presented on HPE's Price Proposal. The individual Tasks are discussed in the following paragraphs.

The Phase I ESA identified the following known or suspected areas of concern (AOCs) at the Site (note that a full discussion of these AOCs is not presented herein but can be found in HPE's Draft Phase I Environmental Site Assessment):

Weekly Meetings – HPE's Technical Manager will attend weekly meetings with government representatives for the duration of the work. Based on HPE's proposed calendar of 4 months this equates to 16 meetings. In addition, it is anticipated that HPE's Contract Manger will attend four meetings in the early stages of the contract. In an effort to control costs HPE is proposing to attend these meetings by telephone to save weekly travel to and from the meetings.

Work Plan Preparation – HPE will prepare a Draft Work Plan for review and a Final Work Plan incorporating comments received from the client.

Flyash AOC – Historically the Site burned coal to produce steam for the Site. Flyash is generated as a byproduct of combustion of coal and often contains elevated levels of potentially toxic metals. Prior reports referenced in HPE's Phase I ESA have noted the presence of flyash that may have been used as a fill material in the area of Building 15.

Former Base Laundry and Motor Pool AOC – HPE reviewed historical maps for the Site that showed past uses of the property. Maps from 1945, 1966, and 1971 indicate that the portion of the Site on the northwest corner of Dahlia Street and Georgia Avenue was used as the "base laundry" and "motor pool" among other uses. Both of these uses generate concerns due to possible releases of chemicals to the environment. Much of this area was later excavated to allow for the construction of the current below-grade parking structure (Building 4) located to the east of Building 2. However, the area to the east of the current garage, between the garage and Georgia Avenue, does not appear to have been excavated and, as such, soils and groundwater in this area could have been impacted by the historic use.

UST AOC - Records provided by the Army indicate that there have been at least 19 underground storage tanks (USTs) removed from the Site over the years. Most of these tanks were removed without proper documentation and without collection of soil samples from the base of the tank excavations to assess whether soil and potentially groundwater were impacted by releases from individual USTs prior to removal. At the time of this assessment there were three active USTs at the Site; one 3,000-gallon capacity diesel fuel tank for an emergency generator at Building 4 and two 400,000-gallon capacity heating oil tanks that are located on the southeast corner of the Site.

Open Leaking Underground Storage Tank Cases AOC – At the time of this report there were two open leaking underground storage tank (LUST) cases active at the Site. Both of these cases are associated with previously removed underground storage tanks (USTs). One LUST

case is for a past release of gasoline to the environment while the second is for the release of #6 heating oil.

Former WRAMC Dry Cleaner AOC – The environmental database reviewed as a part of this assessment indicates that a dry cleaner was previously located on the southeast corner of the Site and was addressed as 6800 Georgia Avenue, NW. This dry cleaner has not been mentioned in prior reports prepared by others for the Site.

PCBs AOC - Documents provided by the Caretaker Environmental Office (CEO) indicate that there have been releases of PCBs to the environment at the Site as a result of transformer explosions and leaks from transformers and hydraulic equipment. HPE reviewed an Excel spreadsheet provided by the CEO that indicated there were at least 44 transformers on the LRA Site. Eleven of these are noted as being “non-PCB” while there is no information on the remaining 33 transformers as to possible PCB-containing dielectric fluids. CEO staff indicated that all transformers were retrofitted with non-PCB dielectric fluids in the 2005-2006 time frame. No documentation has been found regarding the retrofit.

Past Pesticide Use AOC - In addition to these AOCs, HPE’s Final Phase I ESA Report for the site will also include past pesticide use and disposal as a recognized environmental condition. Historical maps indicate that the greenhouses and nurseries for plant stock were located on the southern end of the Site. There were minor references to pesticide use and disposal at the Site but there is to date, no analytical data for use in assessing the possible presence of discarded pesticides on the property.

Site-Wide Hydrogeological Investigation – This Task has been eliminated.

Investigation Derived Waste – During the completion of the soil borings and installation of groundwater monitoring wells soil cuttings will be generated that are required by the District Department of the Environment to be drummed for possible off-site disposal. HPE has estimated that 55 drums of IDW will be generated and has provided budget to marshal these drums on the asphalt paving near Building 82 or some other on-site location as designated by the Contracting Officer.

Environmental Oversight during Geotechnical Investigation Performed by Others – HPE is aware that a geotechnical investigation is planned for the site that will include the drilling of several soil borings. The exact scope of services for this geotechnical study was not enumerated in the RFP. HPE had previously reviewed a proposed scope of work for the study and has included costs associated with providing environmental oversight during the completion of the geotechnical borings and analytical testing of selected soil samples.

Preliminary and Final Phase II Environmental Site Assessment Report – HPE will prepare both a preliminary and final copy of the Phase II Environmental Site Assessment Report.

Ms. Jacque McDonald
September 29, 2014
Solicitation No.: DCEB-2014-R-2003
Technical Proposal
Page 9 of 9

HPE is pleased to have the opportunity to provide this proposal for the completion of a Phase II Environmental Site Assessment at the Walter Reed Army Medical Center. Please feel free to contact me at (703) 471-4200 or kcampbell@hpenviron.com should you have any questions.

Sincerely,



Kent D. Campbell
Director of Site Assessment, Monitoring & Compliance

ATTACHMENT 1

Resumes of Key Professional Staff



**HP ENVIRONMENTAL
INCORPORATED**

PRICE PROPOSAL

HPE's Price proposal for the Assessment of these AOCs is presented below by Task.

Weekly Meetings – HPE has provided a budget for HPE's Technical Manager to attend 20 weekly meetings and provide meeting minutes to attendees. It is anticipated that HPE's Contract Manager will attend four meetings. All attendance will be by telephone.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Technical Manager – 20 meetings, 2 hours each (with travel)	40 Hours	\$175.00/hr.	\$7,000.00
Contract Manager – 4 meetings, 2 hours each (with travel)	8 Hours	\$175.00/hr.	\$1,400.00
	Task Subtotal		\$8,400.00

Work Plan Preparation

HPE will prepare one Draft and one Final Copy of the Work Plan for the completion of the Phase II Environmental Site Assessment.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Technical Manager	24 Hours	\$175.00/hr.	\$4,200.00
Contract Manger – document QA/QC	10 Hours	\$175.00/hr.	\$1,750.00
Geologist/Engineer	70 Hours	\$90.00/hr.	\$6,300.00
AutoCAD	16 Hours	\$65.00/hr.	\$1,040.00
Clerical	16 Hours	\$50.00/hr.	\$ 800.00
	Task Subtotal		\$14,090.00

Flyash

Flyash has been documented to be exist in the subsurface to the south of Building 15. HPE proposes to complete 10 Geoprobe borings through the existing asphalt surfaces in this area in an effort to identify the presence of flyash. The borings will be completed to 15 feet in depth and two soil samples from each boring will be submitted for laboratory analysis of Priority Pollutant (PP) 13 metals by U.S. Environmental Protection Agency (EPA) Method 6010.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Permit Expediter fee	Lump Sum	\$2,250.00	\$2,250.00
Utility Clearance – surface marking only – no air knife	1	\$275.00	\$ 275.00
Drill rig mobilization	1	\$250.00	\$ 250.00
Geoprobe drilling – daily rate	2 Days	\$2,100.00	\$4,200.00
Professional Geologist	4 Hours	\$175.00/hr.	\$ 700.00
Field Geologist or Engineer	24 Hours	\$90.00/hr.	\$2,160.00
20 soil samples for PP 13 Metals – standard turnaround time	20 Samples	\$175.00/ea.	\$3,500.00
Disposable materials (sample points, tubing, gloving, etc.)	Lump Sum	\$75.00	\$ 75.00
	Task Subtotal:		\$13,410.00

Former Base Laundry and Motor Pool

To assess the subsurface conditions in the vicinity of the former base laundry and motor pool HPE proposes to complete six soil borings and install three groundwater monitoring wells. The soil borings and groundwater monitoring wells will be completed to a depth of forty feet below grade using hollow-stem auger methodology. Soil samples will be collected via split spoon at five foot intervals and field screened for the presence of volatile organic compounds (VOCs) such as those typically associated with cleaning solvents and motor fuels. Two soil samples will be collected from each location, for a total of 12, for laboratory analysis of total petroleum hydrocarbons, gasoline-range organics (TPH-GRO) and TPH diesel-range organics (TPH-DRO) by EPA Method 8015; VOCs by EPA Method 8260; and semi-volatile organic compounds (SVOCs) by EPA Method 8270. Each groundwater monitoring well will be allowed to rest for a minimum of 72-hours prior to sampling. Groundwater samples will be collected using low-flow methodology with each sample being submitted for laboratory analysis of TPH-GRO and TPH -DRO by EPA Method 8015; VOCs by EPA Method 8260; and SVOCs by EPA Method 8270. Also note that the completion of this task will also assess possible past releases from a single UST that is located adjacent to the east side of the existing Building 4 parking garage. This UST is located in the same area as is proposed for the Base Laundry and Motor Pool study so any past releases from this UST are likely to be detected by the same analytical data.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Utility Clearance – surface marking only – no air knife	1	\$900.00	\$ 900.00
Drill rig mobilization	1	\$750.00	\$ 750.00
Hollow-stem auger drilling for borings	240 Feet	\$19.00/ft.	\$4,560.00
2-inch diameter well installation	120 Feet	\$22.00/ft.	\$2,640.00
Equipment decontamination	Lump Sum	\$550.00	\$ 550.00
55-gallon drums for soil cuttings	6 drums	\$75.00/ea.	\$ 450.00
Flush-mount manhole covers	3 covers	\$175.00/ea.	\$ 525.00
Standby, drum marshalling time	6 Hours	\$250.00/Hr.	\$1,500.00
Professional Geologist	4 Hours	\$175.00/hr.	\$ 700.00
Field Geologist or Engineer	32 Hours	\$90.00/hr.	\$2,880.00
12 soil samples for TPH-GRO, TPH-DRO, VOCs, SVOCs – standard turnaround time	12 Samples	\$505.00/ea.	\$6,060.00
3 groundwater samples for TPH-GRO, TPH-DRO, VOCs, SVOCs – standard turnaround time	3 Samples	\$505.00/ea.	\$1,515.00
Disposable materials (sample points, tubing, gloving, etc.)	Lump Sum	\$75.00	\$ 75.00
	Task Subtotal:		\$23,105.00

USTs

As many as 19 USTs have been removed from the site. These tanks were predominantly removed from the south central portion of the site but several were also historically located on the southwest corner of Building 2. There are two active 400,000-gallon capacity heating oil tanks on the southeast corner of the Site and one 3,000-gallon capacity diesel fuel UST located to the east of Building 4. HPE proposes to complete three soil borings and install three groundwater monitoring wells in the area of the southwest corner of Building 2 and complete five soil borings and install five groundwater monitoring wells in the vicinity of the two 400,000-gallon capacity heating oil tanks located on the southeast corner of the Site. The soil borings and groundwater monitoring wells will be completed to a depth of forty feet below grade using hollow-stem auger methodology. Soil samples will be collected via split spoon at five foot intervals and field screened for the presence of VOCs such as those typically associated with cleaning solvents and motor fuels. Two soil samples will be collected from each location, for a total of 16, for laboratory analysis of TPH-GRO and TPH-DRO by EPA Method 8015; VOCs by EPA Method 8260; and SVOCs by EPA Method 8270. Each groundwater monitoring well will be allowed to rest for a minimum of 72-hours prior to sampling. Groundwater samples will be collected using low-flow methodology with each sample being submitted for laboratory analysis of TPH-GRO and TPH -DRO by EPA Method 8015; VOCs by EPA Method 8260; and SVOCs by EPA Method 8270.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Utility Clearance – surface marking only – no air knife	1	\$900.00	\$ 900.00
Hollow-stem auger drilling for borings	320 Feet	\$19.00/ft.	\$6,080.00
2-inch diameter well installation	320 Feet	\$22.00/ft.	\$7,040.00
Equipment decontamination	Lump Sum	\$750.00	\$ 750.00
55-gallon drums for soil cuttings	16 drums	\$75.00/ea.	\$1,200.00
Flush-mount manhole covers	8 covers	\$175.00/ea.	\$1,400.00
Standby, drum marshalling time	9 Hours	\$250.00/hr.	\$2,250.00
Professional Geologist	8 Hours	\$175.00/hr.	\$1,400.00
Field Geologist or Engineer	70 Hours	\$90.00/hr.	\$6,300.00
16 soil samples for TPH-GRO, TPH-DRO, VOCs, SVOCs – standard turnaround time	16 Samples	\$505.00/ea.	\$8,080.00
8 groundwater samples for TPH-GRO, TPH-DRO, VOCs, SVOCs – standard turnaround time	8 Samples	\$505.00/ea.	\$4,040.00
Disposable materials (sample points, tubing, gloving, etc.)	Lump Sum	\$175.00	\$ 175.00
Task Subtotal:			\$39,615.00

Open Leaking Underground Storage Tank Cases

As a part of this task HPE proposes to conduct a thorough document review of all available documents held by the District Department of the Environment (DDOE). There is likely sufficient data available for the two open LUST cases to document the extent and severity of contamination in this area. No additional sampling is proposed in this area.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Professional Geologist	4 Hours	\$175/hr.	\$ 700.00
Geologist or Engineer for file review at DDOE office	20 Hours	\$90.00/hr.	\$1,800.00
Task Subtotal:			\$2,500.00

Former WRAMC Dry Cleaner – Based on HPE’s Phase I ESA research it is thought to be unlikely that a dry cleaner was physically located at 6800 Georgia Avenue address which would be the southeastern corner of the site. In an effort to further validate this conclusion HPE proposes to add VOC testing to the soil and groundwater samples collected as a part of the five soil borings completed in the vicinity of the 400,000-gallon capacity USTs that are also located on the southeastern corner of the site. This add only includes analytical testing. All labor and drilling costs have been recorded in the UST Task.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
10 soil samples for VOCs	10 Samples	\$150/ea.	\$1,500.00
5 groundwater samples for VOCs	5 Samples	\$150/ea.	\$ 750.00
Task Subtotal:			\$2,250.00

PCBs

PCB spills and releases have been documented at the site, however, the exact source or impacted area of the release is currently poorly understood. An Excel spreadsheet provided to HPE by CEO staff during the Phase I ESA indicates that there are 44 transformers containing dielectric fluids located at the Site, 33 of these are not classified as to PCB content. These transformers were purportedly retrofitted in the mid-2000's to remove all PCB containing fluids. HPE requested but did not receive any documentation to support this claim. HPE proposes several individual efforts be conducted in an effort to better understand/document the presence of PCB contamination and PCB transformers at the Site. These efforts include sampling and analysis of 33 transformers for PCB content to determine appropriate disposal methodology and costs and additional interviews, documents review, and soil sample collection to determine extent of PCB-contaminated soil for documented spills/releases. Assumes up to 30 soil samples for laboratory analysis. Note that all transformers MUST be de-energized prior to sampling.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Transformer Sampling			
Field sampling team – two personnel.	30 Hours/ea.	\$90/hr.	\$5,400.00
33 oil samples for analysis of PCBs by EPA Method 8082 – standard turnaround time	33 Samples	\$65/ea.	\$2,145.00
Crew standby time	\$180/hr.		
Document Review and Soil Sampling			
Professional Geologist	4 Hours	\$175.00/hr.	\$ 700.00
Geologist/Engineer for document review and soil sample collection	34 Hours	\$90/hr.	\$3,060.00
30 soil samples for analysis of PCBs by EPA Method 8082 – standard turnaround time	30 Samples	\$100/sample	\$3,000.00
	Task Subtotal		\$14,305.00

Past Pesticide Use

Historical maps for the Site show that greenhouses were located on the southern portion of the Site adjacent to and west of Building 15. There are anecdotal reports that pesticides may have been disposed of in a dry well or simply “under benches” within the greenhouses. Prior reports have not assessed the possibility that historical use and/or disposal of pesticides may have impacted soils in the area of the site. To assess this possibility HPE proposes to complete ten Geoprobe soil borings to 15 feet below grade in this area. Two soil samples from each boring, for a total of 20 samples, will be submitted for laboratory analysis of pesticides by EPA Method 8081 and PP 13 Metals by EPA Method 6010.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Utility Clearance – surface marking only – no air knife	1	\$900.00	\$ 900.00
Geoprobe drilling – daily rate	2 Days	\$2,100.00	\$4,200.00
Professional Geologist	4 Hours	\$175.00/hr.	\$ 700.00
Field Geologist or Engineer	24 Hours	\$90.00/hr.	\$2,160.00
20 soil samples for Pesticides and PP 13 Metals – standard turnaround time	20 Samples	\$290.00/ea.	\$5,800.00
Disposable materials (sample points, tubing, gloving, etc.)	Lump Sum	\$75.00	\$ 75.00
	Task Subtotal:		\$13,835.00

Site-Wide Hydrogeologic Study

This task has been eliminated from the Scope of Work.

Investigation Derived Waste Disposal

DDOE regulations require that all investigation derived waste (IDW) be drummed and disposed of off-site if the analytical data indicates that the IDW is contaminated. IDW will be generated by this project in the form of soil cuttings. Excess soil from sampling sleeves and split spoons, and monitoring well purge water. All drums will be marshalled on the site to the parking area adjacent to Building 82 or other area as designated by the Contracting Officer. Once all analytical data is complete and has been reviewed HPE will make arrangements for off-site disposal of the IDW in accordance with applicable local and State regulations. For the purposes of this proposal HPE has assumed that all IDW will be contaminated but non-hazardous. HPE assumes that the drum total will be 55. IDW disposal certificates will be included in the Final Phase II Environmental Site Assessment report.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Technical Manager	2 Hours	\$175.00/hr.	\$ 350.00
Geologist/Engineer	16 Hours	\$90.00/hr.	\$ 1,440.00
IDW Transportation	4 Trips	\$950/trip/hr.	\$ 3,800.00
IDW Disposal	55 Drums	\$90/drum.	\$ 4,950.00
Task Subtotal			\$10,540.00

Summary of Potential Additional Development Costs

Based on the Phase II ESA data, historical documents available to HPE, and plans detailing the proposed Site redevelopment activities, HPE will prepare a summary document detailing the potential costs that may be incurred during the planned redevelopment of the site as a result of any environmental contamination detected in HPE's Phase II study or previously reported at the Site by others.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Technical Manager	8 Hours	\$175.00/hr.	\$1,400.00
Contract Manger – document QA/QC	4 Hours	\$175.00/hr.	\$ 700.00
Geologist/Engineer	32 Hours	\$90.00/hr.	\$2,880.00
AutoCAD	14 Hours	\$65.00/hr.	\$ 910.00
Clerical	10 Hours	\$50.00/hr.	\$ 500.00
Task Subtotal			\$6,390.00

Environmental Oversight and Sampling during Geotechnical Investigation by Others

Although the specific scope of work for the geotechnical investigation was not detailed in the RFP, HPE has assumed that the scope will be similar to that provided to HPE by the developer. The provided scope would require field oversight during drilling and sampling for a period of six days and the collection of up to 18 soil samples for laboratory analysis of TPH-DRO, VOCs, and SVOCs.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Technical Manager	8 Hours	\$175.00/hr.	\$1,400.00
Geologist/Engineer	80 Hours	\$90.00/hr.	\$7,200.00
18 soil samples for TPH-DRO, VOCs, SVOCs – standard turnaround time	18 Samples	\$455.00/ea.	\$8,190.00
	Task Subtotal		\$16,790.00

Preliminary and Final Phase II Environmental Site Assessment Report – HPE will prepare both a preliminary and final copy of the Phase II Environmental Site Assessment Report.

Costs for the completion of this task are as follows:

Task Element	Quantity	Rate	Total
Technical Manager	36 Hours	\$175.00/hr.	\$ 6,300.00
Contract Manger – document QA/QC	20 Hours	\$175.00/hr.	\$ 3,500.00
Geologist/Engineer	90 Hours	\$90.00/hr.	\$8,100.00
AutoCAD	48 Hours	\$65.00/hr.	\$ 3,120.00
Clerical	30 Hours	\$50.00/hr.	\$ 1,500.00
	Task Subtotal		\$22,520.00

Total Proposed Cost

Task	Total
Weekly Meetings	\$8,400.00
Work Plan Preparation	\$14,090.00
Flyash	\$13,410.00
Former Base Laundry and Motor Pool	\$23,105.00
USTs	\$39,615.00
Open Leaking Underground Storage Tank Cases	\$ 2,500.00
Former WRAMC Dry Cleaner	\$ 2,250.00
PCBs	\$14,305.00
Past Pesticide Use	\$13,835.00
Site-Wide Hydrogeologic Study	\$ 0.00
Investigation Derived Waste Disposal	\$10,540.00
Summary of Potential Additional Development Costs	\$ 6,390.00
Environmental Oversight and Sampling during Geotechnical Investigation by Others	\$16,790.00
Preliminary and Final Phase II Environmental Site Assessment Report	\$22,520.00
Total Proposed Cost	\$187,750.00

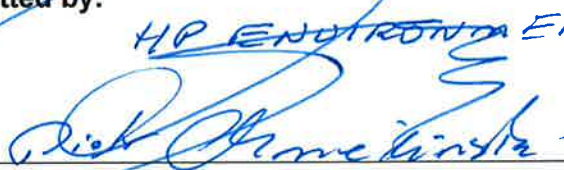
Summary of Hours by Skill Category

Skill Category	Quantity	Rate
Technical Manager/Professional Geologist	146 Hours	\$175.00/hr.
Contract Manger	38 Hours	\$175.00/hr.
Geologist/Engineer	492 Hours	\$90.00/hr.
AutoCAD	78 Hours	\$65.00/hr.
Clerical	56 Hours	\$50.00/hr.

Cost per Boring

Drilling Method	Staff	Subcontractor	Total per boring
Geoprobe	\$180.00	\$420.00	\$ 600.00
Hollow-stem auger	\$367.20	\$842.80	\$1,209.22

Submitted by:

HP ENVIRONMENTAL


9/29/2014

HP Environmental, Inc. Agent

Date