

TASK ORDER NO. 03**LIBBY ASBESTOS SITE TECHNICAL SUPPORT FOR OPERATIONS AND MAINTENANCE**

This Task Order No. 03 (Task Order) is entered into between the Montana Department of Environmental Quality (DEQ) and Weston Solutions, Inc. (Contractor), pursuant to DEQ Contract No. 421034 (Agreement). The purpose of this Task Order is to provide technical expertise and services to support DEQ with implementation of Operations and Maintenance (O&M) activities as the Libby Asbestos Superfund Site (Site).

BACKGROUND

The technical expertise and support is to assist DEQ in implementing the O&M activities at the Libby Asbestos Superfund Site. The Site Operable Units (OUs) included are OU1, OU2, OU4, OU5, OU7, and OU8. The Site was contaminated by asbestos to varying degrees by the former vermiculite mine located north of Libby, and asbestos-containing materials produced from that mine. The Site has undergone remediation using cleanup criteria based on specific land uses within the Site and are currently in the O&M status. Implementing and overseeing O&M activities at this Site are the responsibility of DEQ.

TASK DESCRIPTION

Under the provisions of this Task Order, Contractor agrees to perform the following tasks as requested by DEQ:

TASK 1: Review of Technical Documents and General Technical Support

As directed by DEQ, Contractor will review technical documents and/or provide other technical support to DEQ in implementing O&M activities at the Site. These activities may include, but are not limited to, the following:

- Assist with data quality management;
- Assist in fulfilling requests for information from Response Manager;
- As directed by DEQ, provide a QA check of information entered into Response Manager;
- Review and provide comments on documents provided by either EPA or the Lincoln County Asbestos Resource Program (ARP);
- Create technical documents to support DEQ/ARP in O&M; and
- Participate in conference calls involving stakeholders that include, but are not limited to, EPA and its contractors, the Libby Asbestos Superfund Oversight Committee, and Lincoln County.

At DEQ's request, Contractor will travel to stakeholder meetings in Libby to assist with O&M. For budgeting purposes assume one trip with approximately 8 hours of meetings, plus travel time to and from Libby (12 hours per trip) per diem, lodging, one shared rental car for up to two (2) Contractor personnel.

TASK 2: Response Manager Upgrade and Maintenance

Each of the approximately 8,100 properties evaluated as part of the remedial action was tracked by EPA, and this information will be operated, maintained and updated as needed in DEQ's Response Manager (data transitioned from hard drives and EPA's POTS2).

Task 2A – Monthly Maintenance, Security, and User Support

This task is to provide maintenance, monitoring, backups, security, technical and user support for the duration of this contract. Response Manager is an enterprise application that requires on-going maintenance to ensure it is running efficiently and the application maintains data integrity. This system is free-standing, and completely separate from any State of Montana system or applications. Contractor will provide technical support for data hosting and documentation. The data and documents are hosted on the WESTON Microsoft Azure Cloud Environment.

Contractor will also provide maintenance, monitoring, backups, security, technical and user support for the duration of this contract.

Task 2B: Libby Site Viewer

Contractor will operate and maintain the ArcGIS Enterprise Java Script API web-based mapping application that will utilize the Response Manager database to show property status. The web-based application provides functionality similar to EPA's previous Libby Asbestos Site Viewer. The resulting application will allow a user to determine the remedial status of an individual parcel of land based on the data entered into Response Manager and will display that status via a color-coded legend. Individual properties are searchable by Geounit, by address, and/or by AD number. This search capability utilizes a view that is generated from Response Manager.

TASK 3: O&M ANNUAL INSPECTION**Task 3A: Obtain Landowner Access Agreements and Develop a HASP for O&M Inspection**

As directed by DEQ, Contractor shall obtain landowner access agreements for any properties to be included for physical on-site inspection as part of the annual inspection (assumes 5-10 access agreements would be needed to complete the inspection). Prior to completing Task 3B, the Contractor shall develop a Health and Safety Plan (HASP) for review by DEQ.

Task 3B: Annual Operations & Maintenance Inspection and Report

Working with ARP personnel, Contractor will compile information on activities performed in support of Institutional Controls over the last year. Much of this information will be available through Response Manager.

Prior to conducting the onsite inspection, Contractor will work with DEQ and ARP to carry out a records review to assist in evaluating the effectiveness of institutional controls. Records to review will include, but are not be limited to, ARP contact logs, MDT encroachment permits, property use change records, monitoring data, training logs, and reimbursement records. Much of this information is stored in the Response Manager. In addition, Contractor will analyze

representative properties from each of the property categories (residential/commercial, industrial, transportation corridors, parks/schools, non-use area) and/or timeframes (2003-2010, 2010-2013, and 2013-date), and review the file information available to ensure that complete property information is available and retrievable.

Contractor will travel to Libby, MT to conduct the on-site portion of the O&M Annual Inspection of the Site. Contractor will coordinate the on-site inspection with both DEQ and with ARP. The inspection will assess the Site to determine that remedies remain protective of human health and the environment. “Long-term O&M will be required to maintain the integrity of ICs, backfilled areas, encapsulated areas, and covers placed as part of the remedy.” Contractor will complete an annual O&M Remedy Evaluation Checklist for each OU to capture data routinely collected during O&M to assist with the evaluation of efficiency and effectiveness of the remedial action.

Contractor will provide a draft O&M Inspection Report for DEQ review that identifies the findings. The purpose of the report is to evaluate whether the long-term O&M maintains the integrity of the remedy and that the Institutional Controls are still effective. The report(s) at a minimum will include an introduction, evaluation of O&M and Institutional Controls, Remedy Performance, and Recommendations. The report will also include a photo log and supporting figures or other items identified by DEQ. DEQ will review the report and provide any applicable comments to incorporate. Contractor will finalize the report and submit to DEQ.

For budgeting purposes assume one trip with approximately 8-12 hours of field work, plus travel time to and from Libby (12 hours per trip) per diem, lodging, one rental car for Contractor personnel.

TASK 4: O&M Manual Revision

Contractor will revise the O&M Manual as necessary to incorporate the results of the O&M Annual Inspection, as appropriate, as well as to incorporate any other elements as directed by DEQ. Contractor will coordinate with the ARP as directed by DEQ. Contractor will provide a draft of the O&M Manual revisions for DEQ review and will provide a final revised O&M Manual incorporating DEQ comments.

TASK 5: O&M Plan and ICIAP Revisions

Contractor, as part of Task 3, will review both the O&M Plan and ICIAP for OU1, OU2, OU4, OU5, OU7, and OU8. Using the comments developed during the Annual Inspection as a basis and working with DEQ, Contractor will update and revise these documents. Draft revisions will be provided to DEQ for review and comment. Final documents will incorporate all DEQ comments.

TASK 6: Status Reports

Contractor will prepare final versions of Monthly Status Reports as part of the monthly invoice submittal and the Closeout Report specified by Agreement Section V: Reports of Work, according to the specifications therein. Contractor will not prepare reports when no work occurs during the relevant reporting period. Contractor will provide brief verbal updates to DEQ on a monthly basis summarizing all Contractor activities during the prior month and activities anticipated during subsequent weeks during completion of Tasks 1, 2, 3, 4, and 5.

GENERAL REQUIREMENTS

DEQ will review all draft documents delivered by Contractor. DEQ may prepare and return a draft markup with comments and proposed changes to Contractor. Contractor will notify DEQ of any comments Contractor believes are incorrect, but will incorporate all comments into the final document (or subsequent draft) unless directed otherwise by DEQ.

All electronic documents must be fully modifiable and delivered to DEQ in both searchable Portable Document Format (PDF) and WORD formats unless otherwise specified. In addition, Contractor must provide to DEQ all files used to create the document(s) in their respective electronic formats (WORD, PDF, EXCEL, CAD, etc.). All electronic documents must be compliant with requirements of Section 508, Rehabilitation Act of 1973.

Images must meet a minimum resolution of 640 x 480 for electronic images and 1024 x 768 for images that will be printed. Images must be saved in the JPEG format and provided to DEQ as stand-alone files. Include the following documentation with the images that are included in deliverables: date and time image was captured, organization and photographer that captured the image, name of the project, activity and location being captured, and direction the photographer was facing for the image captured.

Where time is stated in days, it is calculated using calendar days and includes weekends and legal holidays unless otherwise specified. Contractor must deliver required Deliverables to DEQ by 5:00 PM Mountain Time.

Any laboratory analysis will be performed by a DEQ contracted laboratory, and costs will be directly billed to DEQ, unless otherwise specified. Contractor will coordinate with DEQ a minimum of five (5) business days prior to conducting field sampling activities requiring laboratory analysis, to ensure that laboratory notification occurs.

SCHEDULE AND DELIVERABLES

Contractor will complete the following tasks and/or provide deliverables to DEQ according to the following schedule. The Contractor may make written requests for alternative deliverable dates and DEQ must approve or deny any such requests in writing. Verbal communications between DEQ and Contractor that affect the scope, schedule, or budget for services must be confirmed in writing and submitted to DEQ by the Contractor for DEQ approval.

1. One (1) electronic copy of each final Monthly Status Report due with each monthly invoice.
2. One (1) electronic copy of each final Closeout Report due prior to or accompanying the final payment request.
3. HASP to be completed before site visit for annual inspection
4. Annual Inspection to be completed by July 1, 2021
5. Draft O&M Annual Inspection Report – August 1, 2021
6. Final O&M Annual Inspection Report – 15 days after receipt of DEQ comments
7. Draft revisions to O&M Manual – September 1, 2021
8. Final revisions to O&M Manual – 15 days after receipt of DEQ comments
9. Draft revised O&M Plans and ICIAPs (if applicable) – August 1, 2021

10. Final revised O&M Plans and ICIAPs – 15 days after receipt of DEQ comments

This schedule assumes that COVID-19 delays will not be encountered. Delays in schedule and deliverables must be confirmed in writing and submitted by the Contractor to DEQ for approval. DEQ will confirm in writing any State initiated COVID-19 delays to the schedule.

Task Order End Date: All services under this Task Order must be completed by **October 31, 2021**. Any change of the Task Order End Date must be authorized in a written modification of the Task Order, signed by DEQ and Contractor.

COMPENSATION

Compensation will be paid in accordance with the Agreement. The cost for services under this task order must not exceed \$126,042.70, plus a fixed fee of \$11,551.54, which results in a total cost ceiling of \$137,594.24. A cost summary is provided in the attached EPA form 5700. The fixed fee was negotiated between DEQ and Contractor, but regardless of any agreement will not exceed ten percent (10%) of the total actual cost (excluding fixed fee) of this Task Order. The total cost ceiling may not be exceeded without written authorization signed by DEQ and Contractor. Contractor must submit monthly invoices conforming to Agreement requirements to DEQ for costs actually incurred, unless no work was performed during the billing period. Contractor may not invoice the fixed fee until all work under this Task Order is complete and DEQ has provided written acceptance of the work. Invoices must be submitted to DEQWRFiscal@mt.gov, with a copy to the DEQ liaison.

LIAISON

The DEQ liaison for this Task Order is Jason Rappe (406-444-6802 and Jason.Rappe@mt.gov). Contractor's project liaison is Mark Bell (303-619-3781 and Mark.Bell@WestonSolutions.com).

KEY PERSONNEL

Contractor's key staff member for the work described in this Task Order is Mark Bell (303-619-3781). No change in Key Personnel may occur without prior written DEQ approval.

CONFLICT OF INTEREST

Contractor has conducted the Conflict of Interest analysis required by Section XV of the Agreement. Contractor represents to and assures DEQ that Contractor has no other conflict of interest that would prevent Contractor's completion of the work authorized under this Task Order.

COMPLETION AND ACCEPTANCE

Receipt of all deliverables by DEQ, completion of all tasks required by this Task Order, final payment by DEQ including all accrued retainage if applicable, and written final approval by the appropriate DEQ representative will constitute completion and acceptance of this Task Order.

EFFECTIVE DATE AND AUTHORIZATION TO PROCEED

As long as this Task Order is signed by both parties, this Task Order will be effective **October 31, 2020**. Contractor must fax/email the signature page to the DEQ project officer in addition to

returning the signed hard copy. This Task Order and any subsequent modifications may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one complete, identical agreement. Electronic signature and electronic delivery of an executed counterpart of this Task Order is effective unless otherwise specified.

IN WITNESS WHEREOF, Contractor and DEQ have executed this Task Order on the dates set out below.

STATE OF MONTANA DEPARTMENT
OF ENVIRONMENTAL QUALITY

DATE

BY:

VICKI J. WOODROW, Contracts Officer
Financial Services Bureau
Centralized Services Division
PO Box 200901
Helena, MT 59620-0901

Approved for legal content by:



10/22/2020

Jessica Wilkerson
DEQ Legal Counsel

Date

WESTON SOLUTIONS, INC.

DATE

BY:

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