


April 5, 2023

Via Email Only

David Tuteur, Esquire
U.S. Office of Special Counsel
1730 M St NW, Suite 218
Washington, DC 20036


RE: OSC File No. DI-22-000146

Dear Mr. Tuteur:

Included with this correspondence are the following:

1. Whistleblower's Comments to Summary of the Report of Investigation;
2. Whistleblower's Comments as Rebuttal to Witnesses' Sworn Statements and IO's Findings;
3. Exhibit List and Exhibits numbered 1 to 66; and
4. A list of Acronyms used in the forementioned documents.

The Whistleblower's Comments to Summary of the Report of Investigation is rather concise. Although, there is an abundance of information and references to Exhibits in the Whistleblower's Comments as Rebuttal to Witnesses' Sworn Statements and IO's Findings. This is critical information that is relevant to the Investigating Officer's investigation and findings and should serve as a basis for the Investigating Office to further investigate matters to reconsider and revise the findings.

There is a lot of information contained within the enclosures. Should you have any questions or concerns regarding the enclosures, or if more information or documentation is needed, then please communicate with me. Thank you.

Very Truly Yours,



Enclosures

Whistleblower's Comments as Rebuttal to Witnesses' Sworn Statements and IO's Findings

Introduction

The WB received and reviewed the Summary of the Report of Investigation ("Report") that included 26 statements, most of which are sworn statements, but some are not (individually "Statement" or collectively "Statements")(Tabs A through Z of Report), for OSC File No. DI-22-000146.

In this Whistleblower's Comments as Rebuttal to Witnesses' Sworn Statement and IO's Findings ("Rebuttal"), the WB addresses false, misleading and/or inaccurate remarks and findings/conclusions identified in the Statements and the IO's Report. The WB has included Exhibits to substantiate the comments herein addressing the false, misleading and/or inaccurate remarks in the Statements.¹ It is imperative that these contradictions and findings/conclusions be addressed in this Rebuttal for two reasons. First, the misleading and inaccurate remarks may have swayed the IO's findings and conclusions. Second, failing to address these misleading and inaccurate remarks may be perceived as a form of acquiescence which would be prejudicial to WB.

This Introduction section does not include any personally identifiable information (PII). Thereafter, is a Sequence of Events (page 6, *infra*) for context as it relates to all phases of the investigation and prosecution of WB's OSC matter,² and then WB's Comments Rebutting Sworn Statements & Comments Regarding Individuals Not Named in Sworn Statements (page 9, *infra*).

Separately, an Exhibit List is included that includes a description of the Exhibits, and Exhibits numbered 1 through 66 are also provided. To consolidate information and in an to attempt to ease review, the WB highlighted information within the Exhibits (mostly emails) which are considered relevant and link together the contradictions found in numerous Statements and the IO's Report.

The Exhibits substantiate that there was a pattern of providing false and misleading information and/or inaccurate statements to the IO. There were some instances which the IO did not address it and, in WB's opinion, these matters should be further investigated and answered accordingly. Also, there are Statements in the IO's report that reference addendums, yet these were not provided to the WB.

Overall, many of the *ad hominem* attacks should not sway IO in the factual context of his investigation and findings, and WB is compelled to refute these personal attacks. Further, WB is compelled to correct the misinformation and inaccuracies and, where applicable, select findings and conclusions by the IO for the record. The WB

¹ A separate document lists all the Exhibits with a brief description of the Exhibit.

² Whistleblower retaliation is a separate part of WB's OSC matter and, although it is not part of this investigation and prosecution of WB's protected disclosures, it is relevant for purposes of weighing individuals' credibility and their Statements.

reserves the right to supplement the Whistleblower's Comments to Summary of the Report of Investigation and this Rebuttal, and welcomes further communications with any individual or entity that has any questions or comments.

WB identified non-compliant situations that were violations of laws, rules and regulations that exposed not just what was wrong, but also who was wrong. There were numerous safety, health, and other compliance issues that the WB recognized and/or was required to address, especially those including asbestos issues – a well recognized health hazard that is highly regulated.

WB's disclosures overlapped into other areas too. WB was not going to compromise on compliance, because one cannot compromise on the compliance of laws, rules and regulations. WB was taunted and called juvenile names for not compromising. The WB stated this in writing to his supervisor.

The Agency was aware for years of the ongoing non-compliance issues regarding asbestos at APG. The Agency even developed a policy in 2011 that stated that the asbestos program was non-complaint, and the Garrison Commander agreed and signed the policy admitting to the non-compliance. In the past, APG had been issued hazard correction lists/cited by OSHA for asbestos program and related issues. Yet over a decade later, the Directorate of Public Works Environmental system wanted the WB to approve or sign off on the non-compliant situations.

There was actual knowledge by all concerning these ongoing asbestos issues. The management systems over the years failed to address the serious non-compliant issues. Yet, they wanted the WB to continue to agree with the issues. In sum, the WB shared the problems, but the agencies simply desired for the WB to agree with the non-compliance.

When the WB shared ideas and emergency procedures to address the non-compliance, the various Agency personnel personally attacked the WB. Agency personnel belittled WB and called him juvenile names in written communications, and at the same time, admitted to the problems WB pointed out.

Agency personnel fabricated inaccuracies and there are written statements amongst the WB attackers in which they themselves have contradicted each other. The WB was accused of not compromising. The Statements prove these points and WB's Exhibits thereto evidence the misrepresentations and personnel attacks.

Matters regarding the WB's involvement with demolition projects significantly unraveled in Spring, 2021. This program was executed by the COE, first with Huntsville District then later with Baltimore District. The APG Public Works Director took the demolition project from Huntsville District and moved it to Baltimore District because of many shortcomings of the Huntsville District including, but not limited to, the failure of the contractor to execute work, communication breakdowns, etc. Yet, the COE hired the

same contractor to execute the work and the overall Report points out serious problems with this contractor that simply carried over into the newly executed contract.

When the Garrison removed the demolition from Huntsville COE District to the Baltimore COE District, the APG Public Works Director was emphatic regarding the WB's 100% involvement in the review processes. As time wore on, however, the Public Works Director completely waffled on this demand. He wanted the Garrison ISO out of the demolition projects.

Contractor, COE and the Garrison all started pointing fingers at each other for delays. There was a written admission in the record evidencing that the sole source awarded demolition contractor lacked expertise and competence to get the job done. All were aware of the Garrison's Environmental Department's failure to have a compliant asbestos program. Any efforts by the WB to bring about compliance was met with resistance. The COE was failing in their oversight too. Pressure was coming from up the chain of command regarding the failure of expenditure of appropriated funds, whereby command started to get involved. The WB was not invited to any command level meetings and received secondhand information from various senior leaders, but not from command, regarding the allegations. It was obvious the WB's direct supervisor was petrified of the Commander. Instead of pointing out requirements that the Agency failed to meet OSHA standards regarding a requirement to budget for programs necessary to meet compliance (see 29 CFR 1960.7(a)), senior leaders from Safety and DPW and others were simply afraid to communicate these problems to the Commander because, if they did so, they would be pointing out their own deficiencies. The WB was delivering accurate information to comply with laws, rules and regulations and obviously it was unwelcomed by management chain. When the demolition was under the Huntsville and Baltimore Districts, there was also a failure of the COE systems ensuring that reasonable field quality assurance at APG was met.

APG DPW did appoint a Garrison liaison to have some semblance of oversight, however that also became a problem because there was an intentional practice of excluding ISO from the processes. The WB shared this concern in writing. That individual was not a COR. Matters were quite out of control and there were instances where asbestos was being bundled with rubble waste after not being compliantly removed in the wake of asbestos having been identified. The Garrison liaison stated in the Statement contradictions to Professional Engineering written reports and directing work that was in contradiction to Occupational Safety findings that had been already completed by safety experts, which action by the liaison cost the government money and delayed contract execution. The Garrison liaison made remarks about the cost of compliance, something completely outside the scope of his duties or responsibilities and not up to him. These remarks, when read, indicate a support for non-compliance.

There were serious disconnects for the reasons regarding asbestos identification by the APG Garrison, the facility "owner." The Garrison did not have a complete repository of asbestos containing building materials, as required. For the demolition, in select cases, there were surveys for asbestos executed, but the surveys were not

overseen by qualified government employees. Also, contractors were turning in survey reports that were incomplete, but the performing contractor was not being held accountable. Recommendations to temporally rectify this were ignored to include belittlement of the WB.

There were incomplete survey reports performed by government contractors in which there were admissions that all required areas were not sampled. Yet, the government paid for this service. When the WB identified these types of issues, sometimes additional surveys were performed. Some surveys were performed by the same imbedded contractor, EA Engineering, that performed the incomplete/non-compliant original surveys. The government was spending money paying for services over and over again. And yes, additional asbestos was being noted. Resubmissions for abatement plans (i.e. scope of work) would then be required compounding delays and adding costs.

The WB became the brunt of attacks for not accepting, or in other people's words, not approving the faulty incomplete submittals. The WB's non-acceptance did, however, in select cases prevent indiscriminate tear out of asbestos. Unfortunately, when the WB would not sign off on submittals, Agency personnel would challenge him. The WB was told by his supervisor that, "In order to get along, he had to go along." WB was not inaccurate or wrong, nor willing to compromise on compliance. Further, at any time, management could have elevated the matter by going above the WB and approved any proposed submittals. In addition, the WB's supervisor admitted to the WB that the COE had a "shit contract and shit contractor," and that WB needed to learn to look away.

Ultimately, things went disastrously wrong regarding the demolition of Building E2354. For the demolition of this building, a project design abatement plan signed by a licensed (asbestos) abatement project designer was submitted to abate asbestos (floor tile) that no longer existed in the building. (NOTE that floor tile had been identified in a survey report completed in 2009). The WB continually inquired about the removal of the asbestos floor tile and was holding out for answers. Investigation confirmed the asbestos was, at minimum, gone for a few years. This still was no excuse for the information in the signed project design, which report was written in late March, 2021, a few days before the WB saw the circumstance. In fact, there was a follow up survey done in December, 2020 of this location (a few months earlier) by the same embedded government contractor that did not point out the missing tile.

The COE reviewed the asbestos abatement project design and the COE commented that it was a "great report." This was before the WB was provided a copy of the report. When WB questioned the issues about the missing floor tile, no answers were provided. At one point, an individual with Garrison environmental department, the gatekeeper of such information, suggested that if the WB was so interested in trying to ascertain the issues with E2354 asbestos, then he could go look for the answers himself. What is also to be noted and very troubling, the IO concluded in his Report that

the floor tile was “probably” removed compliantly. There is absolutely no information or evidence for the IO to draw such a conclusion.

WB’s persistence for answers regarding the removal of floor tile that contained asbestos in Building E2354 led to a tumultuous meeting in July, 2021. An individual in that meeting, notably the individual responsible for the demolition project/contract, mischaracterized WB’s behavior in that meeting. These mischaracterizations are supported by internal emails and an affidavit of an individual that participated in the meeting. This ultimately led to WB’s reassignment, i.e. an adverse personnel action.

Moreover, the IO concluded that WB caused delays in the execution because of not approving (or accepting) submittals. The IO based this conclusion on information from select individuals that were interviewed. The contradiction to this conclusion is noteworthy considering people that were interviewed claimed the WB delayed work. There is supporting evidence that these same people in their respective Statements point the delay problems to the contractor, not the WB. WB has provided emails within the Exhibits substantiating that: the contractor and the COE were responsible for the delays, including written remarks that the ignorance and incompetence of the contractor was a causal delay factor; that an interim COE COR concurred, in writing, with shortcomings found with the contractor’s safety submittals and this individual was attempting to work towards resolution; the COE in writing shut down the projects executed by their demo contractor due to discovered indiscriminate tear out of asbestos and non-compliant work practices; and finding other information from the demo contractor that were technically insufficient and inaccurate. The credibility can be called into question as some of these COE personnel were found to be contradicting each other regarding alleged behavior of the WB. This is substantiated by the written email communications included in the Exhibits herewith.

It should be pointed out that the WB called to attention the sole sourcing of this contractor and collusion between other embedded government contractors and the demolition contractor. The IO did not address these issues.

Lastly, the IO stated in his summary on page 2, footnote 1, that the matters raised before the MSPB are not subject to the investigation regarding the OSC referred allegations. It shall be recognized and understood that the matters raised before the MSPB are the same matters referred to the OSC.

In closing, WB welcomes any questions or concerns and reserves the right to provide additional information or documentation.

Sequence of Events

The WB received and reviewed the Summary of the Report of Investigation ("Report") that included 26 statements, most of which are sworn statements (individually "Statement" or collectively "Statements")(Tabs A through Z of Report), for OSC File No. DI-22-000146. Before addressing the Statements, the following is a brief sequence of events regarding what occurred and the actions taken against the WB as context for the OSC referral and related matters in connection with the investigation and prosecution of this matter.

1. WB was accused of being out of control at the In Progress Review meeting by individuals. It is alleged by [REDACTED] that WB "pissed off a GS 15..." See contradiction to WB's conduct during this meeting by the COE personnel at Exhibits 1, 2, 52 and Tab J of IO's Report ([REDACTED])

a. WB was removed from his job and demoted to lower grade work for allegedly going on a rant and "pissing off" a GS 15 at a progress meeting with COE and Garrison personnel. The subject of the meeting included COE FRP demolition projects at APG. The GS 15 was [REDACTED] accused WB of several things which are summarized in email communications. See Exhibits 1, 2, 52 and Tab J of IO's Report ([REDACTED])

b. The accusations levied against the WB are not true. The WB was again trying to ascertain information and documentation regarding missing floor tile that contained asbestos and the contractors' asbestos project design regarding E2354. See Exhibit 1.

c. [REDACTED] an individual at this meeting, signed an Affidavit to the effect that the WB handled himself professionally. [REDACTED] stated the same in his sworn statement to the IO Report. See Exhibit 52, Tab J of IO's Report ([REDACTED])

d. [REDACTED] (COE), who apparently chaired this meeting, commented in an email to [REDACTED] (COE) that [REDACTED] was not on her best behavior. [REDACTED] who was not at this meeting, responded to [REDACTED] email that he heard that things did not transpire as alleged by some, including [REDACTED]. However, [REDACTED] who did not participate in the meeting, remarked in his Statement to the IO that the WB went on a rant, WB was threatening, was out of control, etc. [REDACTED] clearly contradicted himself. See Exhibits 1 and 2 and Tab U of IO's Report ([REDACTED])

e. At the time WB was removed from his job by [REDACTED] the WB's supervisor, [REDACTED] was detailed to another job, yet he took the action against WB. As a result of this action, WB appealed directly to [REDACTED] and Garrison Deputy Commander [REDACTED] to no avail. The WB was in turn harassed by Deputy Commander [REDACTED].

f. [REDACTED] Acting Chief of Construction for the COE, admitted in an email that the COE COR for demolition, [REDACTED] did not know the specifics of the demolition projects. See Exhibit 2.

g. [REDACTED] refused to cooperate the IO and a sworn statement was not completed nor signed by [REDACTED]. The IO attempted to contact [REDACTED] on seven occasions, to no avail. See Tab W of IO's Report ([REDACTED] IO MFR dated May 23, 2022).

h. Both [REDACTED] and [REDACTED] in writing called the WB a "jerk." [REDACTED] told [REDACTED] in emails about a way to "control [WB]." Exhibits 1 and 2.

i. Before filing this instant OSC action, the WB reopened a Merit Systems Protection Board (MSPB) action based upon the same factual events alleging retaliation for protected disclosures as it related to a settlement agreement involving WB. In the MSPB case, the administrative judge has already concluded that WB was subjected to a "personnel action" as defined in 5 USC Section 2302(a)(2)(A)(xii) based upon the change in his duties and responsibilities.

2. Belittling comments about WB's reputation and character, some in writing and one at a meeting. See Exhibits 1, 2, 10, 30. Also see Statement of [REDACTED] calling the WB a "liar." Tab F of IO's Report [REDACTED] and Tab H of IO's Report [REDACTED]

a. Email exchange between [REDACTED] and [REDACTED] with highly inappropriate comments about WB by [REDACTED] – "...supply the rope and he will do the rest." ... "I see retirement in the near future – I hope!" And a reply from [REDACTED] "Hope so." See Exhibit 6.

b. The WB was called a "drama queen" by [REDACTED] because he would not sign off on the Asbestos Management Plan. See Exhibit 30 and Tab H of IO's Report ([REDACTED] [REDACTED])

c. [REDACTED] an environmental person supervised by [REDACTED] and [REDACTED] wrote in an email to [REDACTED] a government contractor, that WB "threw a stupid grenade" following a meeting held for government in nature employees only. Contractors should not attend all government meetings, only meetings that they are invited to. It was recommended by the WB at this meeting that all future asbestos surveys completed by contractors should be physically overseen by a government accredited asbestos inspector considering all the disconnects that continued occurring as a result of the surveys being performed exclusively by contractors. See Exhibits 10 and 47.

d. WB was called a "jerk" by COE personnel during the E2354 issues. See Exhibits 1 and 2.

**WB's Comments Rebutting Sworn Statements &
Comments Regarding Individuals Not Named in Sworn Statements**

Sworn Statement of [REDACTED], Tab Q of IO's Report

[REDACTED] [REDACTED] was WB's supervisor. WB's interview with IO addressed contradictions later raised by [REDACTED] [REDACTED]

The reasoning used to remove WB from his duties in late July/early August 2021 was [REDACTED] [REDACTED] reaction to remarks from [REDACTED] [REDACTED]. The WB attempted to clear the issue, but [REDACTED] [REDACTED] would not listen. [REDACTED] [REDACTED] did not support WB and, instead, inferred that WB was blaming COE. The record depicts enough information to rebut how erroneous the information was from [REDACTED] [REDACTED] to [REDACTED] [REDACTED] [REDACTED] [REDACTED] after removing WB from his duties, fabricated remarks attempting to portray WB as a malcontent. That fabricated information has been addressed in the MSPB submittal, some of which is also covered herein. See Exhibits 1 and 2.

As it related to the downward reassignment of WB's duties, [REDACTED] [REDACTED] first tried to make it seem that he was doing WB a favor by reducing his workload because of a temporary medical issue to a family member. This perceived accommodation was unnecessary because WB never missed a suspense and was not asking for time off. WB was able to accomplish his work related tasks timely.

Then, during the same conversation, [REDACTED] [REDACTED] stated that he needed to begin to acclimate a younger employee into WB's duties because, undoubtedly, WB would be retiring in the future. WB never remarked that he was retiring and WB had no plans of retirement at that time. This age discriminatory remark is the subject of a current EEO complaint.

Lastly, after being challenged on his two prior and improper comments, [REDACTED] [REDACTED] said that the reason for the reassignment was because WB "pissed off" the GS 15. See Exhibits 1 and 2.

It is to be noted that the remarks from [REDACTED] [REDACTED] about the WB, including derogatory remarks about the WB's character, are contradicted by [REDACTED] own subordinate(s) and others that were at the meeting. See Exhibits 1, 2, and 52, as well as Tab J of IO's Report ([REDACTED])

In January, 2021, [REDACTED] requested information from the WB and one of his co-workers a summary that [REDACTED] was preparing for a briefing regarding actionable items concerning asbestos. See Exhibit 60.

[REDACTED] remarked that the WB was not an accredited asbestos person. This is not true - WB had both inspector and project designer credentials.

As noted in the WB's deposition taken by the Agency in the MSPB action, the WB testified that it was clear [REDACTED] wanted the WB to "look the other way." He at one point stated what does safety have to do with the missing floor tile in E2354? [REDACTED] along with [REDACTED] made this statement. See WB's deposition transcript.

The situations with missing asbestos deserved investigation and, ideally, as to occupational safety practices - what removal process was followed, disposal of the asbestos containing material, and general public liability circumstances to name a few. Safety/risk management standards define a competent person as a person that has the ability to recognize hazards and has the authority to take corrective action. The standard then defines a qualified person as a person who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems relating to the subject matter, the work, or the project. Such a remark by [REDACTED] is an indication of challenging competency or a lack of understanding of fundamental asbestos laws, rules and regulations and/or overall risk management principle.

[REDACTED] admitted that the asbestos issues needed command level attention and the WB was directed to summarize the issues. However, when WB's report was finally briefed to the Commander, [REDACTED] did the talking, not WB nor his coworker, [REDACTED]. The Command Sergeant Major walked out of the room after about two minutes into the briefing. [REDACTED] spent more time making budget excuses for the non-compliance when he should have been raising issues to the Commander regarding the violation of failing to meet OSHA 29 FFR 1960 regulatory requirements. These requirements require agencies to budget for the necessary programs to meet compliance. See Exhibits 18 and 21.

[REDACTED] has tried to shift the blame to WB for the "deteriorating relationship" with the COE. However, [REDACTED] failed to recognize that WB was awarded the US Army Safety Guardian award after pointing out another flagrant imminent danger demolition situation having to do with the COE contract. Note that this disclosure by WB and the subsequent award was granted to WB around the same time as the issues with E2354 were developing. See Exhibits 11 and 46.

In his Statement here and Answers to Interrogatories in the MSPB case, [REDACTED] made numerous misleading and inaccurate remarks including, but not limited to, management decisions that are in conflict with laws, rules and regulations. The following are brief remarks to his numbered remarks in his Statement:

#5. Managing the OSHA compliance aspects in regard to asbestos - OSHA compliance is comingled directly with EPA law. They have to work together, yet they do have select separate lane requirements. See [REDACTED] Big 3 involvement chart at Exhibits 9, 12, 18, 19, 21, and 29.

Remarks concerning risks to address are exclusively issue related to residents, visitors and employees of APG (his Big 3 - a policy he developed as all was unwinding with the WB) is a testimonial that he is ignorant to regulatory and consensus multi-employer worksite policies.

#6. [REDACTED] contradicted himself in this response to what he stated in response #5 above.

#7. [REDACTED] acknowledged the non-compliance regarding asbestos as stated in the proposed Asbestos Management Plan, yet he and [REDACTED] argued that the WB was causing delays. WB was not the cause for the delays. See Exhibits 3, 4, 23, 33, 37, 42, 43, 46, 50, 51, 54, 57, 60, 61, 62 and 63.

#9 and #10. [REDACTED] copied from somewhere past attempts regarding the asbestos facility survey. To set the record straight again, there was a survey performed that was allowed to occur unmanaged and incomplete. The faults of the survey had nothing to do with funding; it was faulty because of a failure to manage the contractor personnel conducting the survey. This survey was the result of regulatory action from OSHA. Higher headquarters personnel conducting audits had findings regarding these issues. See Exhibit 32. The WB made recommendations over the years to address this but was belittled, made fun of, etc. See Exhibits 10, 30 and 47.

#12. [REDACTED] was made fully aware of the findings regarding higher headquarters' environmental audits and inspections regarding asbestos. See Exhibit 32.

#13. [REDACTED] stated the WB was not being cooperative in meetings regarding outstanding issues related to the asbestos management plan chaired by environmental. The WB would not sign off on the deficient plan, but always offered that this could be elevated up the WB's chain of command. Keep in mind there is documentation that the issues had existed for years and there was no denial they

continued to exist nor was there any action to follow/accept the WB's recommendations for correction - outlining a way forward to address the issues. The deficient issues wreaked havoc on day to day facility/construction issues. See Exhibits 9, 28, 31, 32, 54 and 63.

#14. [REDACTED] sent the WB the proposed "conflict resolution" document draft by the PMO, a government contractor. [REDACTED] asked WB to review and reply whether it was a good idea to move forward with the proposed "conflict resolution" document. WB told [REDACTED] "no" because this would allow the systems to plow forward in a non-compliant fashion. At this time, DPW Director ([REDACTED] with [REDACTED] approval), behind [REDACTED] back, informed the Base Commander that they were taking the ISO out of the loop regarding safety and the demo. [REDACTED] became enraged and went to the Commander. The COE representative, [REDACTED] wrote an email essentially enjoying the thought of safety being removed. See Exhibits 3 and 4. Though it was agreed the ISO would not be taken out of the demolition projects, after this [REDACTED] essentially paralyzed the safety office's involvement with COE demolition. [REDACTED] set record straight to COE COR that ISO was to be involved in demolition projects. See Exhibit 7. Next, DPW leadership stated that ISO is removed from demolition projects, see Exhibit 8 dated March of 2020; and documentation that [REDACTED] grieved to Colonel [REDACTED] about the DPW actions to remove ISO and ISO was reinstated. See Exhibits 8, 29, 58 and 25.

#16. WB did not refuse to review the demolition plan for E2354. WB did not threaten any individual. The issues regarding E2354 have been explained in submittals to the OSC and MSPB.

#17. [REDACTED] asserted that if the E2354 asbestos was disposed of improperly that would be an environment lane issue. This remark is a testimonial of [REDACTED] lack of understanding of laws, rules and regulations regarding asbestos and how improper disposal is also a safety issue, i.e. personal, public and environmental exposure to asbestos laden rubble/trash.

#18. [REDACTED] concurred with a demo plan for E5188. He overstepped his authority by essentially granting a variance. He also did not have a negative exposure assessment for friable asbestos that would be generated as a result of the demolition methodologies. His decision was in conflict to EM 385-1-1 asbestos standards. From a budget/bidding standpoint, the contractor would benefit with the wholesale demolition processes instead of compliant means. Considering [REDACTED] decision, this does not prove that those opposed of the wholesale demolition process were wrong. [REDACTED] "workable solution" was in conflict with laws, rules and regulations and he

further conflicted his theories by stopping the demolition of B4035. In sum, he allowed E5188 to proceed with wholesale demolition with the roof intact, yet stopped B4035 because the demo was to allow for the building to be dropped with the roof still intact. To my knowledge this building has not yet been demolished. See Exhibits 19 and 20.

#19. The WB, along with a coworker, shared dissatisfaction regarding E5188. (There were other issues regarding the demo of this building and white phosphorous releases. The COE refused to abide by recommendations from the WB and others. White Phosphorous releases occurred. If IO desires more information, it can be provided.) To add, [REDACTED] came to WB outraged that WB's coworker, after being informed by the COE [REDACTED] that [REDACTED] went to the site and photographed the non-compliant demolition actions to document his file. [REDACTED] became livid that [REDACTED] recorded the non-compliant activity.

#20. The COE and [REDACTED] were provided previously documented circumstances where transite roof panels were removed compliantly. See Exhibit 20.

#21. [REDACTED] statement completely contradicted what he allowed to occur at E5188. It is also noteworthy that he elaborated the hours spent regarding reviews of non-compliant plans and the work stoppage, yet he accused WB for delays when WB reviewed submittals. [REDACTED] at one point put a spin in an email to COE [REDACTED] regarding a meeting between the COE safety and ISO offices whereby he solved several safety issues. The COE safety personnel in writing swiftly contradicted [REDACTED] perception on the meeting. See Exhibit 12.

After the meeting explained in Exhibit 12, [REDACTED] asked for WB's take of the meeting and the WB shared with [REDACTED] that the meeting did not go well.

#23. This remark concerned E4405 whereby the WB, along with [REDACTED] visited the site and determined that possibly because of some rehab in this building, this put into question the asbestos sampling protocol. Again, DPW had no records of any abatement. Renovation activities could have covered existing asbestos. Eventually the building was sampled in accordance with a sampling standard. If records as required were maintained and if EA Engineering did the sampling in accordance with the laws, rules and regulations, then a delay would not have occurred. See Exhibit 26.

#25. Does this actually refer to B5112?

#28. Facts concerning the Mulberry Point Tower can be found in Exhibit 13.

#29. Facts concerning E3330 can be found in this document under the comments for [REDACTED]

#32. These remarks concerned the white paper summary WB wrote regarding the overall asbestos history at APG and program [REDACTED]. [REDACTED] did not raise any dissatisfaction or that there were any limitations regarding both WB's summaries and recommendations. [REDACTED] commended WB on the report. See Exhibit 21

#33. The misrepresentation by [REDACTED] and others regarding the issues erroneously conveyed by [REDACTED] have already been discussed throughout this document. [REDACTED] own coworkers, [REDACTED] and others commented that the WB was not out of control and was professional. See Exhibits 1, 2 and 52.

[REDACTED] stated in a staff meeting that the APG Commander, [REDACTED] remarked that the WB was the cause of an alleged delay regarding demolition that caused \$750,000 in cost overrun. When [REDACTED] stated this to the WB, the WB wanted a meeting to set the record straight. [REDACTED] stated [REDACTED] was already set straight and that [REDACTED] remarks were inaccurate. The WB truly did not believe him, but to avoid conflict the WB ignored the issue. The WB did, however, begin hearing from others that were at the meeting about the remarks. The WB had nothing to do with delays or cost overruns. Safety practitioners do not have authority to stop work. The bottom-line is that submittals were sent to WB for review; acceptance or non-acceptance has nothing to with stopping work. But, this process allows for safety personnel to be the scapegoat. As an example, if an inferior or non-compliant process is accepted, and something goes wrong, then blame can and has been asserted back to the safety practitioner if he/she had accepted the submittal. There is considerable documentation captured in this document that the COE even admitted that their contractor, All Phase, caused the delays and were incompetent. See Exhibits 3, 4 and 23.

The CARA issue concerned a referral WB addressed regarding a contractor digging, etc. in an area where there was potential for exposure to legacy chemical warfare material (CWM). A DPW contractor that was having issues had this contract and the SOW involved utility repairs.

The Edgewood area is a Superfund Site in its entirety. This was the result of sins from the past - waste dumping, lack of controls and oversight, etc. Considering that over \$700,000,000 had been spent to study the study that had been studied, WB went to Environmental and knowing they knew there were in fact areas that could be ruled

essentially clean. They immediately bulked in any effort to delist any location from the Superfund category because of a possibility of losing future funding.

There were several meetings regarding categorizing the areas as Superfund which triggered restrictive work place standards found in the hazardous waste operations emergency response section of the OSHA standard (HAZWOPER).

Over the years there were numerous inappropriate decisions made regarding worker safety when especially performing excavation work.

Considering Environmental positively would not petition for delisting areas, the WB suggested an explanation to the DOL OSHA about the APG situation and suggest looking at the history of the locations and make conclusions by subject matter experts after reviewing data, sample results, etc. and identify whether compliance with HAZWOPER was necessary. The WB warned that this RFI may backfire and that OSHA consider that everything needs to comply with HAZWOPER.

That is exactly what occurred. The WB then engaged in discussion with OSHA, whereby OSHA eventually agreed to the WB's suggestions and responded in a policy to APG.

So to excavate in the bad or potentially contaminated areas, the contractor would be required to meet the employee HAZWOPER training requirements, draft programs, develop required written plans and implement accordingly. A critical element was the hired ordinance detecting contractor, a specialty contractor that has equipment to scan for UXO and equipment to gross monitor for chemical warfare materials (CWM). This information was forwarded via the excavation permitting process.

The contractor performing the work had EA Engineering write a required plan but never read the plan or understood the hazards. Nothing was implemented.

CARA, the UXO contractor, is a government entity competing directly against the private sector qualified UXO contractors. CARA was the onsite UXO contractor. But the situation only got worse. The DPW COR directly hired CARA, wherein all other cases UXO contractor was secured by the contractor, not DPW. The contractor performing the work had no authority over CARA. DPW COR was not in any way ensuring CARA was doing what they were supposed to do.

When the WB arrived onsite, the CARA personnel that were supposed to be monitoring accordingly were sitting in their truck playing with their phones. CARA

personnel became argumentative when the WB asked if they were following the plan drafted for this site.

In sum, what unfolded was that DPW COR was not monitoring the work, CARA was not following the plan. But, in all fairness to CARA, WB was informed that the plan was never shared with CARA. The contractor's contract failed and [REDACTED] was unable to accurately and technically respond. The WB strongly recommended to DPW not to renew the contractor's contract.

Continuing, [REDACTED] asserted blame to the WB regarding COE demolition issues and delays. This document has already explained fact issues regarding such erroneous allegations. The Exhibits included herewith document admission by the COE whereby the causal factors for delays was their contractor. As of this time B4035 the subject of delays remains standing. See Exhibits 3 and 4.

[REDACTED] again went into the issues that the WB failed in coming to favorable or "workable solutions." [REDACTED] failures to understand the specification requirements of the standards is not the WB's fault. The WB had informed relevant personnel, orally and in writing, that there was no compromise to compliance. [REDACTED] in writing, stated the WB was to understand that there were budget issues and that WB was supposed to fix the [REDACTED]. Solving the problems required resources and money. See Exhibits 9 and 18.

[REDACTED] developed his Big 3 in addressing COE projects. As shared, this procedure demonstrated a failure in adhering to multi-employer responsibilities. [REDACTED] never included the WB in any meetings or decisions regarding this policy. See Exhibit 29.

Regardless of his Big 3 policy, the WB received the Guardian Safety award (information shared herein that the COE and their PMO allowed for imminent danger safety situation to exist). Under no circumstances could or should the WB walk past egregious life-threatening and/or imminent danger situations and ignore them. Note - [REDACTED] accused the WB of causing a deteriorating relationship with the COE. See Exhibit 11.

As for coworkers' complaints as alleged by [REDACTED] there was an instance when WB was temporarily promoted for 120 days to manage the ISO. [REDACTED] gave WB a list of due outs for personnel to complete. The WB immediately received resistance from coworkers, [REDACTED] and [REDACTED]. The WB was merely delegating the due outs handed to him by [REDACTED] – as [REDACTED] had listed

those action officers to complete the assignments. [REDACTED] assignment was to formally address outstanding lightning protection issues back to DPW. [REDACTED] immediately became very argumentative and claimed that he had already done this many times, yet he could not produce any written documentation. WB understood [REDACTED] frustration, but explained the need to get on written record with the proponent and their lack of action would not be our problem. [REDACTED] was not involved in these communications, yet [REDACTED] told the WB that he was rude with [REDACTED]. The WB explained to [REDACTED] that [REDACTED] did not perform the action, nor has the action ever been addressed. When the WB explained to [REDACTED] that [REDACTED] had not completed the assignments that [REDACTED] wanted [REDACTED] to perform while WB was in charge. WB challenged [REDACTED] and he backed down and changed his tune about WB's handling of the situation. It is extremely unfair that [REDACTED] assigned WB to run the office, gave WB due outs that the staff were to complete, the staff refused to work, the staff complained to [REDACTED] and yet the WB had to explain himself to [REDACTED] to clear the situation. See Exhibit 36.

There is no question that the WB shared with [REDACTED] the violations regarding COE issues and the behavior of select personnel in the government contractor project management office (PMO). Except for the E2354 issue, [REDACTED] never threatened WB with personnel action. In addition, there were other discussions with [REDACTED] but he never formally reprimanded WB. If anything, the discussions were just the opposite - as the WB defended his actions and challenged [REDACTED] whereby [REDACTED] eventually agreed with the WB and backed down.

However, with the E2354 issue and the missing floor tile, [REDACTED] accused the WB of disciplinary action. He commented that WB had to approve the work/demo plan. In his exact words, WB was to accept that COE had a "shit contract" with a "shit contractor" and WB had to learn to accept that "[to get along, WB needed to go along.]"

[REDACTED] demanded WB to approve (the correct term should be accept) something that was wreacked with violations, contract issues, and dishonesty. The WB did draft correspondence back to the COE regarding E2354 that the asbestos quantity issues were misrepresented in the project design asbestos abatement plan. The WB made it clear that he was not going to turn his head to the remaining fact issues surrounding the E2354 circumstances. See Exhibits 27 and 28.

#35. [REDACTED] contended WB did not have asbestos credentials. This is not true. [REDACTED] essentially interfered with asbestos responsibilities by allowing select asbestos operations to proceed non-compliantly.

#36. ISO Chief, [REDACTED] made remarks regarding E5188 in Exhibit 19, included herewith, about "perimeter monitoring" (for asbestos). Such an idea is not recognized by OSHA and/or any other industry or regulatory authority. OSHA and others are clear that there is no safe level regarding asbestos exposure. Outdoor perimeter monitoring procedures are easily impacted by weather. There is nothing unique regarding a compliant roof removal for E5188. [REDACTED] and others authorized the work to proceed non-compliantly as OSHA does not recognize shortcuts and his decisions were in conflict with EM 385 1-1. This required removal of asbestos prior to demolition. Further, this also condoned a violation of the contractual agreement that all work is to be executed in accordance with "standards." See Exhibit 19.

Interview with [REDACTED] Tab W.

[REDACTED] played an integral part in the events at issue, both before and at an IPR meeting in July of 2022, regarding the inquiring the ongoing inquiries related to missing asbestos containing material in E2354. [REDACTED] accused the WB of unprofessional threatening behavior that evolved around demolition projects involving asbestos. [REDACTED] own subordinates documented in emails, a Statement and an Affidavit that [REDACTED] was out of line and unprofessional, not the WB.

In WB's comments above and WB's rebuttal to [REDACTED] Statement, there are numerous references to refute [REDACTED] comments about WB. It shall not go unnoticed that [REDACTED] did not cooperate with the IO. The IO noted this in the Report. [REDACTED] refusal to cooperate and other conduct may be subject to discipline in accordance with the Army Management Employees Relations handbook. See Exhibit 66.

Sworn Statement of [REDACTED], Tab B

[REDACTED] stated in her Statement that delays to demolition were the sole responsibility of the APG safety office. This remark is contradicted in email communications involving herself and others. See Exhibits 3 and 4 regarding the lack of competence of the demolition contactor.

As for plan submittals, the COE COR and others admitted to the plans being disorganized and a COE COR was on a path to take corrective measures accordingly. See Exhibits 15, 23 and 57.

Sworn Statement of [REDACTED]

#9. [REDACTED] and others provided the ISO with a project design abatement plan for E2354 that INCLUDED the already missing floor tile that was submitted by the COE contractor. [REDACTED] thinks it is the responsibility of the WB to tell him what happened to the missing floor tile, yet it was his contractor that wrote an abatement plan including the floor tile when, in fact, the floor tile was already missing. [REDACTED] further stated the removal of this floor tile was not conducted by the FY 18 demo contractor (All Phase) – this begs the question about how he knew that? [REDACTED] also stated about many errors in past asbestos surveys. With that said, EA Engineering was involved and performed many of those past surveys. EA Engineering is the operator of the PMO. EA Engineering was tasked to resurvey at a cost to the government.

9 [REDACTED] remarked that WB caused the delays regarding E5188. E5188 sat idle for months. Under no circumstance was the WB, and others that also disagreed with the wholesale demo approach, the one(s) stopping the work. In fact, all parties were provided past history of manual transite (asbestos) roof removal. If the COE wanted to agree to a wholesale demolition of the roof, that was their call. The demo of the roof was not completed in compliance with all laws, rules and regulations. [REDACTED] and others maintained that the WB delayed projects. Contradiction to such remarks by [REDACTED] and others can be noted in Exhibits 3, 4, 17, 23, 33, 43, 46 and 57.

In Exhibit 65, an email not dated for an unknown reason, [REDACTED] summarized his opinions regarding the missing asbestos tile issues. [REDACTED] stated (see highlighted sentence) that the WB is “unwilling to compromise ...” The WB had made it clear that he would not compromise. This remark is yet another testimonial statement that it was expected the WB was to go along with the non-compliance. Continuing on with Exhibit 65, one will see [REDACTED] failure to understand the well known principle that, “If you see something, you say something.”

His remarks indicate his lack of understanding of the collateral problems of disposing of asbestos in a non-compliant manner and the additional costs involved for the contractor to bid the project to “remove” asbestos containing material even though it did not exist. [REDACTED] remarks are associated with defense for the contractor, whereby he admitted that the contractor’s abatement plan was based on 2009 and 2021 asbestos surveys where it was proven through WB’s investigation that the asbestos had been removed sometime before 2021.

Lastly [REDACTED] [REDACTED] remarked in an email, "Bill is unwilling to compromise on this issue..." See Exhibit 65. [REDACTED] [REDACTED] fails to understand that compliance is not negotiable.

Sworn Statement of [REDACTED] [REDACTED] Tab R

In [REDACTED] [REDACTED] Statement, he contended that a higher headquarters audit found no merit to safety office remarks regarding deficiencies in the Asbestos Management Plan. This remark is not true considering findings were assessed in an audit performed in a higher headquarters audit prior to the audit completed by [REDACTED] [REDACTED]. The previous audits findings were never addressed by [REDACTED] [REDACTED] department. See Exhibits 31 and 32.

The current Asbestos Management Plan (AMP) was signed in 2011. The current AMP acknowledged that the USAG APG is/was not in compliance with current asbestos laws, rules and regulations. See Exhibit 31.

In [REDACTED] [REDACTED] Statement, he made comments regarding things about the AMP, and blamed the ISO (specifically WB) for not signing off and not staffing the AMP. The WB had made clear the issues with the asbestos program and provided means to begin a path for correction but, unfortunately to no avail. At the same time, there are documented remarks regarding non-compliance with the current AMP, over a decade old. See Tab R of IO's Report ([REDACTED] [REDACTED]) and Exhibits 30, 32, 37, and 50.

[REDACTED] [REDACTED] remarked in his Statement about WB being threatening and unprofessional, but he provided no specifics. As for his remark about increased communication regarding safety, there were a few meetings where the subject always went back to the WB having to accept the current draft AMP and to sign off accordingly. These meetings were important, but [REDACTED] [REDACTED] never attended. Again, the AMP and overall asbestos program had been noted to be out of compliance for over 10 years and the process to address the issues with the plan, including a facility survey which is a regulatory requirement, had been ignored all along. WB was belittled and called a "drama queen" by [REDACTED] [REDACTED] personnel because WB would not concur with non-compliance. This evidences that that [REDACTED] [REDACTED] Statement is misleading. (As mentioned above, the "drama queen" remarks were made at a meeting by [REDACTED] [REDACTED] in the presence of her first-line supervisor and she made remarks in her Statement to the IO, Tab H. [REDACTED] [REDACTED] supervisor who was at the meeting never corrected her. WB followed up with [REDACTED] [REDACTED] but [REDACTED] [REDACTED] simply continued with her comments.) References previously cited.

██████████ allegedly facilitated the building demolition – contaminated building demolition - between the Garrison and Huntsville COE. ██████████ staff at the onset were the point people. This is what led to the EA Engineering PMO to be staffed.

To that end, the initial kick off for this large project ran into significant asbestos issues that derailed the kick off for about two months.

At the onset, ██████████ along with his subordinate ██████████ decided that the Garrison ISO was not to be involved. The safety support would be through the COE and the tenant ECBC and the PMO.

There were a few phases regarding the demolition - first removal of components, such as vent shafts, fume hoods, etc. that were potentially exposed to what is called chemical warfare material (CWM) followed by wholesale straight forward demolition. To perform the CWM demolition, the ECBC blue collar work force (CBARR) was secured as they were supposedly renowned for their ability to perform such work. At the last minute, a decision was made to include the WB in the kick off.

WB attended a telephone conference, listened and then questioned about asbestos. Their response was to send to the WB a contracted asbestos survey, which evidenced asbestos throughout many buildings including the building to be demolished, E3300, but no plans to address abatement. In sum, the asbestos was identified and then it all stopped there.

Quite a bit back and forth ensued. ECBC, an APG tenant, ECBC's safety office, and CBARR, an organization under ECBC, argued that they and the buildings were exempt from asbestos regulations. These buildings fall under federal asbestos requirements, but they were going to ignore the requirements.

Eventually realizing the WB would not buy into this nonsense, they realized they had to comply with the rules. The blue collar workers had to be credentialed, which is a weeklong training program. An abatement project design had to be written, which WB drafted for CBARR as WB was credentialed to do so, but the stoppage, which lasted about two months, was blamed on the WB. Again, the COE, tenant safety office, the CBARR organization, the contracted PMO, and DPW Environmental were all watching this unravel.

A few years back, two of ██████████ subordinates, ██████████ and ██████████, called WB to meet with them regarding asbestos. ██████████ had been detailed to ██████████ position when ██████████ had been detailed to another temporary

job for 120 days. The brief meeting was about [REDACTED] [REDACTED] [REDACTED] [REDACTED] stated that this asbestos stuff was going to get straightened out under his watch, and blamed the asbestos problems on [REDACTED] [REDACTED] WB shared that [REDACTED] [REDACTED] could very well be the epitome of the Peter Principle³ as to the technical aspects of asbestos.

Sworn Statement of [REDACTED] [REDACTED] Tab E

[REDACTED] [REDACTED] stated it was the EA Engineering PMO that called out the missing floor tile in E2354. This is not true. It was the WB that called out the discrepancy. The PMO and the COE contended the project design to abate asbestos tile in E2354 was a great plan when, in fact, the abatement plan included abatement of the floor tile that had not existed for several years. Again, it was the ISO/WB that informed the PMO and others. See Exhibit 9.

[REDACTED] [REDACTED] stated in his Statement that the removal of the roof panels in E5188 subjected workers to "all kinds of risk." As mentioned throughout these rebuttals, asbestos roof panels had been removed in several buildings over the years in compliance with asbestos standards.

[REDACTED] [REDACTED] further commented that the work at E5188 eventually went forward based on a "compromise" involving [REDACTED] [REDACTED] Such compromises are supposed to be the result of OSHA variances, not internal compromises. That option had been raised by WB and a co-worker, but no party bothered to seek a variance.

[REDACTED] [REDACTED] took credit for initiating the proposed "conflict resolution document." See Exhibit 58.

As it related to WB's inquiries for documentation regarding the missing floor tiles in E2354, [REDACTED] [REDACTED] wrote in an email to a colleague, "If [WB] wants to investigate it further he can go down do it himself [sic]." See Exhibit 59.

The WB pleaded with [REDACTED] [REDACTED] to release asbestos sampling information in order to help expedite safety reviews of submittals. [REDACTED] [REDACTED] was reminded the Garrison was responsible for the location of the asbestos. [REDACTED] [REDACTED] would not oblige. See Exhibits 38 and 40.

[REDACTED] [REDACTED] and the entire demo team were provided a professional summary regarding multi-employer worksite compliance guidelines. See Exhibit 45.

³ The Peter Principle is a management principle whereby one is promoted beyond his/her capabilities.

Sworn Statement of [REDACTED] [REDACTED] Tab K

[REDACTED] [REDACTED] was caught recording, without notification, a telephonic staff meeting that she was chairing. The WB elevated this action.

[REDACTED] [REDACTED] in an email to WB, asked what certain issues (regarding the missing floor tile in E2354) had to do with the demolition and [REDACTED] [REDACTED] Big 3. [REDACTED] [REDACTED] a government contractor, is calling out the WB, a government worker. [REDACTED] [REDACTED] questioned what the missing tile in E2354 had to do with safety work practices. To note, [REDACTED] [REDACTED] also did this. The situation with missing asbestos deserved investigation and hopefully answers as to occupational safety practices, i.e. what was followed, disposal, general public liability circumstances, and cost to government to name a few.

Safety/risk management standards define a competent person as a person that has the ability to recognize hazards and has the authority to take corrective action. Standards then define a qualified person as a person who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems relating to the subject matter, the work, or the project.

Such a remark by [REDACTED] [REDACTED] is an indication of challenging competency, a possible lack of understanding of fundamental asbestos laws, rules and regulations, and/or overall risk management principle, or an effort by [REDACTED] [REDACTED] either personally or by direction, to overlook what was truly wrong.

[REDACTED] [REDACTED] was a government contractor, an employee of EA Engineering, and the leader of the PMO for the demolition. This operation was stood up by Garrison environmental employee [REDACTED] [REDACTED] and others. WB was recently advised that [REDACTED] [REDACTED] was hired in the Garrison environmental office as a government employee, this being since the WB called out this entire issue. See Exhibit 34.

[REDACTED] [REDACTED] was employed by EA Engineering. Deficiencies regarding past asbestos surveys performed by EA Engineering were being noted. In sum, EA Engineering was conducting an another survey, which WB was informed was an additional charge to the government, i.e. waste of funds. The Pete [REDACTED] issue has never been fully addressed considering [REDACTED] [REDACTED] was an EA Engineering employee and listed as a safety director for All Phase, the government contractor. See Exhibit 49.

██████████ stated in her Statement that the floor tile in E2354 was abated properly, yet also admitted that the floor tile was missing. Thus, she cannot make such a conclusion about whether the floor file was properly abated from E2354.

In sum, these activities and issues press for reasonable investigation regarding the business/contractor/ government relationship.

Sworn Statement of ██████████ Tab F

To start, the most reasonable means to address the sworn statement of ██████████ is to review the attached exhibits. This will shed light upon ██████████ behavior. See Exhibits 13 and 14.

WB's supervisor, ██████████ became so concerned about ██████████ behavior that he, not the WB, filed a complaint to the Violence in the Work Place Department. That organization came and interviewed the WB, but never generated a report.

██████████ defended WB on allegations asserted against WB by All Phase. See Exhibit 15.

██████████ was filmed by a coworker mocking safety by standing on a 5-6' cubicle wall, a few inches wide, to cover a window in the office - a dangerous situation. Video will be provided if requested. ██████████ management chain found ██████████ actions comical.

██████████ blamed delays with B4035 on ISO, yet as already explained in this report, the COE asserted delays to include B4035 on the contractor's incompetence, ignorance, etc. ██████████ also asserted blame of the delays regarding B4035 to the COE. At the time of drafting this report, B4035 has not yet been demolished. See Exhibits 3, 4, 5 and 57.

Environmental (██████████) had been advised that ██████████ who was acting as a Garrison POC for demolition when the demolition was under the Huntsville COE, was not sharing safety submittals to the Garrison ISO – contradicting a process that had been previously agreed to.

██████████ commented in his Statement about unfounded opinions regarding the WB and a fellow employee with no consequence. See Tab F of IO's Report (██████████)

■■■■■ made erroneous occupational safety and health determinations in his Statement that were in complete contradiction to safety regulations regarding employees engaged in asbestos work, and that he felt laws could be violated because the employee in his opinion was protected because the employee was wearing a respirator.

■■■■■ made engineering calls regarding the integrity of the roof for B4035 being unsafe when the COE PE had contradicted as such. See Exhibits 3 and 4.

■■■■■ attempted to contradict the Mulberry Point Tower issue – a fact check time line of that issue is summarized by the WB. See Exhibit 13.

■■■■■ instructed the demolition contractor to submit a “HAZWOPER plan” because he felt the area was “contaminated” when in fact it was not. This not only delayed a demolition project but also cost the government money because the contractor, EA engineering, drafted the plan - which resulted in a cost billed back to the government. See Exhibit 61.

■■■■■ who was acting as a coordinator of demolition operations for DPW would, for whatever reasons, not follow standard practices of ensuring that utilities were isolated prior to the start of demolition. After being warned in writing of the potential of energized natural gas lines at a demolition site he oversaw, he allowed the contractor to proceed without ensuring the utility was isolated. The contractor struck and severed the natural gas line causing a massive gas leak. Adjacent buildings had to be evacuated, one being a day care center directly adjacent to the occurrence. In the wake of this occurrence, ■■■■■ called a meeting stating the importance of following all rules regarding pre-demolition. It is to be noted all parties were all along following all safety procedures except for ■■■■■. His after action ideas were only pointed at himself. See Exhibit 64.

■■■■■ stated in correspondence to the COE that he was being kept out of the loop regarding demolition and asbestos issues and placing blame on the WB. ■■■■■ further commented, as did ■■■■■ that there were project delays. ■■■■■ further remarked that the contractor is dead in the water and he sympathized with the contractor not having any money coming in. ■■■■■ came to this conclusion because he was once a business owner. See Exhibit 5.

Because of [REDACTED] insistence that the WB was harassing him, senior DPW leadership held a meeting that included the WB in attendance. The outcome was, in fact, that DPW was ignoring findings from the WB and ISO. [REDACTED] apologized to WB. See Exhibit 56.

Sworn Statement of [REDACTED] Tab T

Erroneous and misleading remarks made by [REDACTED] are included on Page 5 of her Statement. [REDACTED] stated the ISO did not provide concurrence regarding the demolition of E5188, leaving the roof on the building and proceeding with a wholesale building demolition. The WB and one of his coworkers, in fact, did not concur with the methodologies, but the Chief of ISO safety did and stated so in writing. See Exhibit 19.

ISO Chief, [REDACTED] remarked in Exhibit 19 about "perimeter monitoring." As addressed above under regarding [REDACTED] Statement, such an idea is not recognized by OSHA and the industry and regulatory authority. OSHA and others are clear that there is no safe level regarding asbestos exposure. Perimeter monitoring procedures are easily impacted by weather. There is nothing unique regarding the compliant roof removal of E5188. [REDACTED] authorized the work to proceed non-compliantly as OSHA does not recognize shortcuts and his decisions are in conflict with EM 385 1-1 that required removal of asbestos prior to demolition, and allowed the violation of the contractual agreement that all work is to be executed in accordance with "standards."

[REDACTED] DPW Environmental, and others in the COE system were provided examples of removing in-kind roofs compliantly as it related to E5188. On page 6 of her Statement, [REDACTED] admitted her lack of experience with a roofing situation like E5188, yet went on to ignore recommendations from experienced personnel. [REDACTED] also remarked on page 6 of her Statement concerning conclusions regarding OSHA variances which she is wrong about. Refer also to Statement of [REDACTED] at Tab O of IO's Report at Questions 37, 38. It is noted in [REDACTED] Statement regarding Question 38, that he referred to an exhibit that the WB was not provided. There are also other references to exhibits that also were not provided to WB in connection with IO's Report.

Behavior regarding [REDACTED] and interactions with other safety personnel can be reviewed in Exhibits 39.

Sworn Statement of [REDACTED] Tab Z

Included are Exhibits that contradict [REDACTED] remark regarding any hostility to All Phase workers from the WB. See Exhibits 15 and 55.

In [REDACTED] Statement, he responded to a question about the [REDACTED] issue. At the relevant time, [REDACTED] was employed as the Safety Director of EA Engineering. [REDACTED] is also listed as the Safety Director for All Phase. [REDACTED] admitted using EA Engineering, which ran the PMO for the COE, and employed [REDACTED] as consultants. The [REDACTED] issue has not been addressed, nor explained by the IO. This issue was raised by the WB and it befalls the OSC to determine if it will be investigated. See Exhibit 49.

[REDACTED] stated in his sworn statement that WB made an allegation regarding illegal grinding asbestos during demolition of E5026. Involved employees were observed using large malls and shattering asbestos roof panels, and power cutting asbestos consequently rendering the asbestos friable. WB also noted there were serious employee fall exposures and that reasonable employee fall arrest/protection was not being followed. See Exhibit 48.

The WB was advised that All Phase was supposed to be compromising the head of the roof fasteners, which secured the roof panels in place, with large type snippers. The head of the fastener would be separated. Consequently, the asbestos panel could then be lifted from the building without rendering the panel friable. If All Phase desired to grind the head of the fastener, this also could be done safely by using an offhand grinder and cutting the head of the fastener between the head and a washer that was located between the head of the fastener and the asbestos panel. Using this method, the worker would be grinding between metal, not on the asbestos roof panel. This occurred at a time ISO/WB was being excluded from demolition.

The observations were raised to the COE by the WB. WB remembered the contractor eventually developed a plan then proceeded with safe work practices. WB recalled delays befalling the contractor to get their safe act together. Again this work was under Huntsville COE oversight and the ISO/WB was out of the loop. See Exhibit 48.

[REDACTED] remarks that the demolition was in complete conflict with the Statement [REDACTED] Tab O of IO's Report at page 7. This episode is a video documented situation, which involved another case of performing wholesale demolition

of structures without abating the asbestos first. The location was E5725 and E5722. The first reasonable question to raise – where was the COE quality control/safety?

█████ ██████ remarks regarding B5112 are not accurate. Starting on page 8 of ██████ Statement, Tab O of IO's Report, is an explanation of the issue evolving around B5112. ISO was originally kept out of the loop by the COE on any abatement for these structures, including B5114. The COE admits there was asbestos releases because the work was not done compliantly and that the asbestos was left strewn about. Again where was the COE QA? See Exhibit 43.

In ██████ Statement, he stated on page 2 that there was no asbestos in building B5114 and that no asbestos abatement took place at building B5114. However, on page 4 of his Statement, ██████ stated that an asbestos abatement plan was submitted to the COE on January 13, 2020 for building B5114. See Tab Z of IO's Report.

In addition, ██████ alleged that he had heard that WB was threatening to All Phase employees. A complete explanation that provided contradiction to such a remark is noted in Exhibit 15.

█████ ██████ on numerous occasions, contended that dropping roofs without removing asbestos first was normal business. See Exhibit 42.

In 2016, WB informed the COE contracting officer for the All Phase contract (when administered by Huntsville before being redirected to Baltimore district) about problems with All Phase, their submittals, issues with Garrison asbestos surveys etc. See Exhibits 16 and 17.

Sworn Statement of ██████ Tab Y

Following a flooding incident in E3330, whereby a scope of work had to be developed for rehab of the flooded area, ██████ claimed in his Statement that he, during the development of the Scope of Work, addressed sampling for asbestos. That is a misleading remark.

WB was brought in on this project at the time of occurrence to investigate the causal factors surrounding why the flood occurred. Considering time was of the essence, ██████ gathered several contractors on site for bidding purposes. WB had shared beforehand with ██████ that it would be required to rule out asbestos to include drywall components. Within days of the meeting with all contractors on location,

■■■■ again ignored the potential asbestos issues. WB again diplomatically brought this up, whereby ■■■■ claimed he knew where all the asbestos was throughout APG because he at one time worked on the APG asbestos team. Within a short time, the contract was awarded with indifference to the asbestos concerns. WB attended the pre-construction (award) meeting, whereby WB made clear remarks that there should, at minimum, be a concern for PRESUMED ASBESTOS CONTAINING MATERIAL. Obviously, that put a stop to the project.

■■■■ then decided on his own to take samples. ■■■■ was not accredited to take samples. He went through some type of lab on an ECBC contract (ECBC is the tenant impacted by the flood). Note: ECBC was complaining about the project not underway and WB was being blamed for holding up the project. The results came back as non-detect for asbestos.

Sharing that the results were invalid considering the samples were taken by a non-accredited person and there was no chain of custody, ■■■■ found himself in an unfavorable light whereby an accredited person/company was secured to obtain a sample(s) in accordance with the laws, rules and regulations. Those results came back positive for asbestos and consequently a compliant abatement plan, etc. followed.

In sum, WB was accused of delaying the project, costing the government money, belittled by the building user and DPW. If WB's involvement and disclosures had not occurred, the outcome would have been a drastic asbestos contamination in the building.

Sworn Statement of ■■■■ ■■■■ Tab I

■■■■ wanted the ISO out of the COE's demolition business. ■■■■ stated that the WB would insist in doing business the WB's way and would not accept alternate means and methods. He provided no specifics. WB would not accept alternate means if it violated the laws, rules and regulations. See Exhibits 7, 8, 24, and 44; IO Report at Tab I (■■■■)

■■■■ mentions transite panels on B4035. B4035 did not have a transite roof. The engineer from the COE was tasked to investigate the structural integrity of this roofing system and ruled that the remarks made about the roof not being structurally sound were inaccurate.

Sworn Statement of [REDACTED] Tab G

[REDACTED] contradicted previous EPAS findings and stated in his Statement contradictions to the fundamental reasons for an Asbestos Management Plan. See Exhibits 31 and 32.

Briefly, an Asbestos Management Plan is required to provide documentation of the recommended asbestos response actions, the location of asbestos within the facility, and any action taken to repair or remove the material. The facility must maintain records to be included in the Asbestos Management Plan. This is fundamental business management.

In addition, in October 2011, an asbestos management policy letter signed by the base commander stated, "APG is not in compliance with the first responsibility of an employer/building owner to determine the presence, location, quantity of asbestos..." (See OSHA standards). The letter further elaborates on other gap issues. See Exhibit 31.

Sworn Statements of EA Engineering Employees:

[REDACTED], Tab N,
[REDACTED], Tab M,
[REDACTED], Tab P, and
[REDACTED] Tab K

Regarding remarks about the floor tile in E2354, safety submittals, and asbestos abatement plans:

In the Statements of the above-mentioned personnel, between themselves and at times contradicting each other, there are remarks that contend that the abatement plan was satisfactory and that there were no issues with floor tile, yet at the same time the floor tile was missing.

These remarks were made after questioning from the IO. As pointed out in the WB rebuttal with substantiating documentation, the area E2354 was re-inspected by EA Engineering in late December, 2020 for yet another asbestos survey. There is no mention of the missing floor tile in the EA Engineering report in 2020/2021; however, it was substantiated that the tile had been missing; the abatement plan included abating floor tile that was already gone and had been gone for at least several years; and, the abatement plan as such was accepted by the COE.

Exhibit 54 is an email exchange including remarks from [REDACTED] an employee of EA Engineering, associated with the government contracted PMO. The overall issues with the entire situation between the COE, the contractor, and the Garrison are recognized and so stated by [REDACTED] in this email. [REDACTED] points out gap issues, asbestos and other regulated material survey gaps, the complete problems with the manner the demolition contract was written, and his professional frustrations. See Exhibit 54.

Exhibits 23 and 57 are emails that include remarks from the COE COR Alan Andrysiak which solidified issues with contractor's (All Phase's) safety submittals. This substantiated the COE was having to reach back to the contractor to get answers and have their plans populated with the necessary information. This proves beyond a reasonable doubt that the WB's findings were accurate and it was not the WB causing delays. The delays were brought about by what the WB was pointing out and the failure of the COE and the contractor taking necessary steps in a timely fashion to correct.

Management Employee Relations Handbook

Exhibit 66 is an excerpt of the official document titled *MANAGEMENT EMPLOYEE RELATIONS HANDBOOK FOR ARMY SUPERVISORS AND MANAGERS*. On page 48 of this manual, it outlines behavior offenses for which progressive discipline is appropriate. It also moves into offenses warranting punitive discipline. Offenses include, but are not limited to, discourtesy, false statements, and refusal to testify or cooperate in an authorized inquiry or investigation, reprisal. The record includes numerous statements made in sworn testimony that the WB has rebutted with documentation to prove that the numerous statements are not accurate. It is duly noted that the IO did call out the lack of cooperation of [REDACTED] and [REDACTED] during his investigation, whereby email traffic substantiated information that these individuals provided false information. See Exhibit 66.

Whistleblower's Comments to Summary of the Report of Investigation

Citation¹	Whistleblower's Comments
Page 2 lines 56-59, 105-107	Why is the sole source award to All Phase outside the scope of the investigation? Was it a compliant contractor award? There is an admission that the contract was sole sourced (See Summary of the Report of Investigation at lines 105-107). Additionally, the issue involving an EA Engineering employee listed as the Safety Director for All Phase was not investigated. See Exhibit 41 Sole Source Justification.
Page 5 lines 160-164	EPA and OSHA overlap compliance initiatives. They hinge on each other to meet overall compliance even though there are overlapping and differing "jurisdictions/missions."
Referred Allegation 1: Page 9, starting at line 344	Asbestos Management Plan (AMP) The APG Garrison does not have a current AMP. Further, the AMP dated 2011 that was signed by the then Commander stated that APG is not in compliance with asbestos regulations. See Exhibit 31.
Referred Allegation 2, subsection 4: Page 12, starting at line 477	Mulberry Point Tower issue—Though substantiated, the IO fails to mention several other attempts that were made to mislead the WB. See Exhibits 13 and 14.
Referred Allegation 2, subsection 5: Page 13, lines 518-529	B4035 roof – Though substantiated, the contractor's allegation that the roof was <u>not</u> safe to access because of structural integrity was contradicted by a COE engineer.

¹ The Citation is to the Summary of the Report of Investigation

Whistleblower's Comments to Summary of the Report of Investigation

<p>Referred Allegation 2, subsection 7: Pages 14-15, lines 552-575</p>	<p>The IO asserted blame to the ISO regarding delays with the execution of the contract. This conclusion is not based on fact issues.</p> <ol style="list-style-type: none">1. In email communications, key COE personnel involved with demolition asserted blame for delays to the contract to their contractor. They stated reasoning that the contractor was incompetent, ignorant and did not have an understanding of the requirements. The email communications also included other remarks that there were improper assessments, that the contractor did not have qualified individuals, that personnel that made recommendations were not qualified nor were there safety professionals involved, etc. Again, this was the COE personnel identifying these issues, yet at the same time such submittals were being forwarded to the ISO for review. See Exhibits 3 and 42. A short-lived COE COR for the demo identified the deficiencies in the contractor's plans and engaged in oral communications and written correspondence to have the issues rectified. See Exhibit 233. The contents of an accident prevention program are governed by standard in EM 385-1-1. The naming and appointment of a key safety person by the contractor is outlined in this standard. Experience/education is outlined. The contractor had serious problems meeting this requirement. In fact, the WB is uncertain whether it was ever met with candor and honesty, considering the issues that have been pointed out regarding the EA Engineering employee that signed off on the contractor's submittal when the EA employee was said to be an EA Engineering employee, not an All Phase employee. This is not addressed in the IO's report. See Exhibit 524. The formatting of the contractor's accident prevention plan was also critical. There was an outline that was required to be followed. As has been pointed out, the contractor's submittals were in such disarray that the contractor was populating plans with information not relevant, going as far as including in the plans for pending demolition buildings that were already demolished. Trying to sift through such submittals became a redlining task, which was nearly impossible. Again, a short-lived COE COR recognized this issue and was working towards correction. See Exhibit 23.
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Whistleblower's Comments to Summary of the Report of Investigation

Citation ¹	Whistleblower's Comments
	<p>5. There were key contractor personnel that were supposed to be named and their experience stated in <u>any</u> Request for Proposal (RFP) submission. As recent as Fall of 2022, All Phase was rejected from an APG multi-year contract by not providing qualified individuals as required in the RFP. All Phase appealed through the Small Business Administration and lost. See Exhibit 35 or visit https://www.gao.gov/products/b-420376</p> <p>6. In sum, the customer, which was the APG Garrison Director of Public Works, insisted on 100% safety involvement with the submittals, oversight etc. of the demolition contract. The WB was the action officer assigned by his supervisor. There is significant responsibility associated with such tasks. The WB always worked from the premise that if something went wrong, it was going to go back to the contractor for not following the plan. If the plan was not right, it would not be accepted.</p>
Referred Allegation 2, subsection 8: Page 15, lines 594-596	<p>The IO stated that the systems did draft a conflict resolution policy in contradiction to AR 385-10.</p> <p>The WB was required to review the "draft" conflict resolution document. The DPW and COE systems were, in fact, attempting to draft and have fully implemented a policy that, if adopted, would have been in direct conflict with Army Regulations, and allowed for significant control. See Exhibit 58.</p>

Whistleblower's Comments to Summary of the Report of Investigation

Citation ¹	Whistleblower's Comments
<p>Referred Allegation 2, subsection 9: Page 16, lines 604-636</p>	<p>As it related the demolition for E5188 that left the roof intact or in place, the IO failed to include that the APG installation, through both past demolition and re-roofing projects, removed similar, in-kind roofing systems and, in some cases, re-roofed the buildings accordingly. The COE system was provided examples and WB explained to them, as did another safety specialist within the ISO, that there were compliant means to get the job done safely. The COE system and/or their contractor ignored these recommendations and did <u>not</u> want to remove the asbestos roof compliantly.</p> <p>In sum, information was provided to substantiate that the roof could have been removed compliantly in accordance with asbestos regulations. (If the desire was to remove the roof in a wholesale manner, then that was the decision of select individuals.)</p>

Whistleblower's Comments to Summary of the Report of Investigation

<p>Referred Allegation 2, subsection 11: Pages 17-18, lines 672-690</p>	<p>The IO stated the delays in reviewing the asbestos and related safety submittals were the fault of the ISO and the WB. The IO stated the ISO was removed from the submittal review process by DPW. The IO admitted the required safety submittals were provided to the Government on January 13, 2020 but not to the ISO. The IO stated it was undetermined the length of time the ISO was <u>not</u> included in the review process.</p> <p>On December 19, 2019, there were emails communications from DPW personnel instructing ISO to be removed from the demolition projects. It was not until March, 2020 when this issue resurfaced and ISO was again advised not to be involved in demolition projects. On that same date, within a few minutes of email exchanges, ISO was reinstated to be involved in the demolition projects. See Exhibit 8. Apparently, command was not advised of Director of Public Works' decision in December 2019 to remove ISO from demolition projects.</p> <p>WB is not aware of what or whether anything occurred between the ISO Chief and the Director of Public Works between December 2019 and March of 2020. All the WB knows is that little was said between December 2019 and March 2020 regarding removing the ISO from the demolition processes. The ISO Chief became enraged after the actions to remove the ISO were shared with the Commander which occurred on March 13, 2020, some 2 months after the B5114 submittals were allegedly submitted. It is noteworthy to point out that ISO was not receiving <u>any</u> information, purposely, and non-complaint issues were occurring.</p> <p>The sworn testimony record of the contractor stated that there was no asbestos in B5114 and that no asbestos abatement took place at B5114. Although, later in the same sworn statement in the same report it stated that an asbestos abatement plan was submitted to the COE on January 13, 2020 for building B5114. See Sworn Statement at Tab Z to Summary of the Report of Investigation.</p> <p>The record also showed that the COE asserted in writing the contractor caused delays to execution of their work because of ignorance, incompetence, etc. and that issues with contractor's submittals were finally being addressed by the COE. See Exhibits 3, 4, and 23. This information is a critical part of the</p>
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Whistleblower's Comments to Summary of the Report of Investigation

Citation ¹	Whistleblower's Comments
	<p>overall record to contradict the unsubstantiated allegations that WB had culpability regarding the delays. See Exhibits 3, 4, and 23.</p>
Referred Allegation 2, subsection 13: Pages 18-19, lines 726-747	<p>With regard to E5912, the asbestos survey report dated February 14, 2012, stated, under Sampling Procedures, that the ceiling/roof (and other areas) were not accessible. Thus, if the areas were not accessible, then they were not sampled. If the material was not sampled, then one cannot rule in or rule out asbestos. Additionally, one cannot make a conclusion regarding homogenous asbestos. To call homogenous asbestos, one has to have a sample from somewhere. See Exhibit 22 at p. 1.</p> <p>For E5912, there was an appurtenant structure that did <u>not</u> have a transite roof. There is no mention in the asbestos survey report dated February 14, 2012 that the roof for this part of the building was sampled. Furthermore, one cannot claim the roof for this structure as homogenous because it was not in-kind to the other parts of the building.</p> <p>The WB read other reports completed by EA Engineering (circa 2012) which stated that inspectors failed to sample roofing material because the inspector did not have a ladder.</p> <p>Additionally, regarding E5912, on March 17, 2021, the WB commented to the COE that sample results in the EA Engineering asbestos survey report did not coincide with quantities in the abatement plan and the methodology to compliantly address the removal of the asbestos panels were not populated in the abatement plan.</p> <p>The PMO point of contact responded with information and the asbestos quantities were adjusted upward. See Exhibit 39.</p>

Whistleblower's Comments to Summary of the Report of Investigation

Citation ¹	Whistleblower's Comments
Referred Allegation 2, subsection 13: Page 19, lines 729-731	<p>Reference was made to a "Certified Industrial Hygienist." WB cannot locate a reference in Sworn Statement at Tab T to a Certified Industrial Hygienist, yet the IO stated as such. The E5912 issue is thoroughly explained in the WB report.</p> <p>For E5912, the correct quantities for asbestos were only determined after the WB pointed out the discrepancies in quantities as noted in submittals. The final work may have been conducted in accordance with federal laws, rules and regulations, but the submittals provided to the WB in advance of the demolition were not compliant with laws, rules and regulations. The WB's identification of this pushed the COE to address these [REDACTED] The disagreement between the WB and the COE is proven because the quantities of asbestos had to be adjusted upward. There was clear evidence that if the WB did not identify the discrepancies, then the asbestos would have been demolished without regard to the requirements of laws, rules and regulations. See Exhibit 39.</p>
Referred Allegation 2, subsection 14: Page 19, lines 753-755	<p>As it related to the floor tile in E2354, the IO stated, "Based upon witness observations, the IO found that the floor tile was <u>probably</u> properly abated sometime between 2009 and 2019." (underline added)</p> <p>There is absolutely <u>no</u> scintilla of evidence regarding the abatement, inventory records, disposal manifest, etc. of the floor tile to confirm that the floor tile was or was not "properly abated." Without any proof, it is an impossibility for the IO to make such a conclusion that the floor tile was "probably properly abated."</p>