

20 March 2025

From: [REDACTED]

Signed:

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To: [REDACTED]

Attorney, Disclosure Unit
U.S. Office of Special Counsel

Subject: Response to USACE Report on Whistleblower Claims

I have reviewed the subject report and offer the following comments:

Initial summary statements in USACE report:

1. Page 3 – Air Force statements concerning the need for additional work and future contracts to fully delineate, were made well after the contract was awarded and does not reflect the original scope or requirement “purpose” for this contract.
2. In numerous areas of the document the statement is made that areas were not impermissibly restricted. While wording was added to allow a contingency to allow investigation based on MILCON approval provided through the Contracting Officer Representative (COR), to my knowledge this has never been exercised and no approvals to investigate outside the restricted boundaries have been provided by the USACE COR. The restricted boundaries did restrict the PFAS RI to only investigate the limited areas of the original release identified in the SI report. Any efforts to allow the PFAS RI to expand the investigation outside the SI limits was approved after the “whistleblower” issue was brought to light. In fact, MILCON stated that all areas outside the “MILCON PFAS boundaries, i.e., SI areas” was clean and required not controls or sampling (ref. MILCON contract document).
3. Page 3 – It is agreed that the whistleblower complaint may have been avoided if USACE had followed their own procedures (EM 5-1-11 Project Delivery Business Process) which requires a communication plan and establishment of a Project Delivery Team (PDT). If this had been followed, contractual and H&S concerns could have been raised and addressed during project planning. However, this was not done.
4. Page 4 – A communication plan is required by EM 5-1-11, but to my knowledge this was not done nor shared with the PDT.

Investigating Officer’s Assessment and Analysis of Relevant & Material Facts for Allegation 1

Statements that limiting the investigation of PFAS at Tyndall Air Force Base to the arbitrarily defied Site Inspection area boundaries did not materially alter the intent of the contract as it relates to the completion of the Remedial Investigation phase of CERCLA are not correct. Adherence to CERCLA requirements for site characterization/full delineation is a primary requirement that fulfills the fiscal law purpose statute.

1. The specific scope of the Phase I PFAS Remedial Investigation is to complete full delineation at each site in accordance with CERCLA requirements. A Phase I Remedial Investigation was defined as full horizontal and vertical delineation of PFAS contamination, development of a conceptual site model, as well as the collection of parameters to be used in a subsequent risk assessment. It was understood that a full Remedial Investigation could not be completed at this time because EPA had not established Regional Screening Levels and Maximum Contaminant Levels needed to complete the ecological and human health risk assessment. However, full delineation as defined by CERCLA has been and remains the primary requirement of this contract.
2. The term CERCLA appears 20 times in the contract Scope of Work, including the following examples which demonstrate the explicit requirement to complete CERCLA compliant characterization/delineation of PFAS contamination at Tyndall AFB:
 - a. Section 1.0 - The goals and purpose of this Contract are to accomplish two (2) separate RIs at two (2) different AF installations under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) that characterizes environmental conditions and defines the nature and extent of per- and PolyFluoroalkyl substances (PFAS) contaminants.
 - b. Section 1.0 - The AE shall conduct all field and office activities required to successfully complete the Phase I RI as required under the CERCLA.
 - c. Section 2.3 - The RI of environmental contamination by PFAS compounds is authorized under CERCLA (42 USC § 9601(33)) as a release of "pollutants or contaminants" that "may present an imminent and substantial danger to the public health or welfare."
 - d. Section 2.4 - The AE shall conduct this project in accordance with CERCLA and as amended by the Superfund Amendments and Reauthorization Act (SARA) and appropriate Resource Conservation and Recovery Act (RCRA) guidance as it pertains to the Installation's regulatory requirements. Work performed shall follow the requirements of the National Oil and Hazardous Substances Contingency Plan (NCP).
 - e. Table 1 – reference: "USEPA Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA"
 - f. Section 4.1 defines the process for this contract to complete the major components of a Remedial Investigation as defined in 40 CFR § 300.430(d), CERCLA; including Site Characterization (full lateral and vertical extent of PFAS contamination in all media), completion of the Conceptual Site Model for PFAS contamination, and preparation of a Phase I RI report that follows CERCLA guidance detailing components of the investigation excluding the risk assessment.
 - g. Section 7.1.3 - The AE shall prepare and submit a Phase I RI Report (for each installation) for USACE, AF, and Regulator review and approval to include a summary of results of field investigation activities to characterize the site, sources of contamination, nature and extent of contamination, fate and transport of contaminants, site CSMs, and exposure CSMs, which includes potential exposure

pathways and human and ecological receptors, and other requirements for a CERCLA RI report, excluding a Feasibility Study and Risk Assessment. The report format and content will be in accordance with EPA Guidance (EPA 1988) except for risk assessment components not included in the scope of the Phase I RI.

- h. Section 1.2 - The AE shall: 1) Plan and conduct a Phase I RI (following CERCLA guidance) to delineate the nature and extent of PFAS in surface and subsurface soil, groundwater, surface water, and sediment (all PFAS-impacted media) from AF releases at HARB and TAFB.
 - i. Section 2.10 - AFFF Release Areas were investigated in the SI phase conducted in accordance with CERCLA. Areas of Interest (AOIs) identified for investigation under this Phase I RI are listed in Appendix A and have been determined to have an AFFF release that requires additional investigation in this Phase I RI.
 - j. Section 2.13 - The SOW includes the tasks required to complete a Phase I RI (in accordance with CERCLA) for each installation at the release area sites included in Appendix A. This task order does not include completing a Risk Assessment or FS. The Phase I RI shall be completed in accordance with the most recent EPA guidance and 40 CFR § 300.430(d), and the additional requirements stated in this SOW. All release areas shall be fully delineated both horizontally and vertically for affected media (soil, groundwater, surface water, sediment) and contaminant migration pathways.
 - k. The details presented in the statement of work requirements clearly demonstrate that completing a CERCLA compliant remedial investigation to characterize, i.e., fully delineate PFAS contamination at Tyndall AFB was the primary requirement “purpose” of this task order. While it was understood that technical issues may prevent achieving full delineation for each site, government-imposed restrictions that prevent delineation was not an issue originally envisioned for this contract.
3. The intended purpose for the funds appropriated for this project as stated on the Military Interdepartmental Purchase Request (MIPR) F2MUAA2049GW02 is as follows:
- Line Item 0001 - PROJECT: XLWU20227555PF; Tyndall AFB_PHASE:RI - Exercise option CLIN 0016 on the existing PFAS Phase I remedial investigation (RI) contract. Contractor will conduct a Phase I RI **to fully characterize the nature and extent of risks posed by PFAS contamination**, including perfluorooctanesulfonate (PFOS) and perfluorooctanoic acid (PFOA), at multiple Tyndall AFB PFAS sites. Work will be executed by USACE-District of Mobile Contractor: Tetra Tech, Inc. Contract: W91278-20-D-0026 / W9127821F0424.
4. It is understood that it was the desire of MILCON to not collect data outside the initially identified SI areas and requests were made from the Air Force customer to modify the contract to restrict the PFAS RI investigation limits; however, the contract belongs to USACE Mobile District and therefore USACE Mobile District is responsible for confirming the requested modification is “within scope.” I raised the issue of this being an out-of-scope modification because it removes the “purpose” requirement stated in the

appropriated funding document. This concern was discussed with my supervisor and the Contracting Officer at that time but was not provided with a response.

My suggestion at the time was to either fully descope the Tyndall PFAS RI or modify the wording in the SOW to remove references to the investigation being compliant with CERCLA full delineation.

5. It was always understood that technical or regulatory issues may impede the full delineation of some areas at all of the Air Force Bases where PFAS RI's are being completed; however, a contractual modification to restrict the investigation to unrealistic limited areas was never a valid consideration when this contract was scoped, funded, or awarded.
6. Page 20 – The UFP QAPP is not a contractual document. Any comments that conflict with full delineation as required by the SOW may not be contractually binding. Since the regulators do not review or approve the contract or SOW, they may not be specifically concerned if the UFP QAPP does not fulfil the CERCLA delineation requirement stated in the contract.

Investigating Officer's Assessment and Analysis of Relevant & Material Facts for Allegation 2

1. First paragraph states *“Because of the timing of the Tyndall rebuild effort, the current phase of the PFAS investigation, and the ORC investigation at several IRP sites, the potential to be unknowingly exposed to contamination exists as a matter of understanding of environmental contamination.”*
 - a. It is not clear how this risk was communicated to construction workers.
 - b. It is not clear how this risk was mitigated.
 - c. Yes, there is always a risk of encountering unexpected contamination; however, the specific issue with PFAS contamination is a known hazard and is why there is an Air Force requirement to fully delineate soil and groundwater contamination. In addition, the risk of exposure at a site that is known or has a risk of being contaminated is evaluated during the “activity hazard analysis” phase and controls are put in place to mitigate exposure risk and protect human health and safety.
 - d. The latest data presented at the Tyndall AFB Tier I meeting indicated that soil and groundwater contamination are widespread and encompass most of the active areas of the base. Please note that the MILCON documents state that all areas outside the limited boundary of the original Site Inspection are “clean.”
2. Second paragraph *“To reduce the unknowns of PFAS contamination locations, USACE MILCON executed a sampling effort within and outside the PFAS SI defined areas, to “be used by others to estimate the need for, and cost of, treatment and/or disposal of soil and groundwater waste generated during construction in the areas where soil and groundwater samples were collected.” [Exhibit U, AFFF Soil and Groundwater Sampling report]. While not specifically stated as a purpose, this data was also available to the MILCON contractors for their use in designing the required safety programs.”*

- a. As they state, this investigation and report was intended to support waste management, not health and safety. Also, the work was done without a regulatorily approved work plan (UFP-QAPP). Therefore, in accordance with the required UFP-QAPP required for CERCLA work, the resulting data can only be used for screening and cannot be used officially for decision making, i.e., “non-definitive data.”
 - b. The data collected was not detailed in coverage and did not delineate contamination or discuss health hazards associated with exposure.
 - c. The report section 1.1 Purpose clearly states this data is only intended for use in waste management planning and the data is not intended to be used to support a CERCLA investigation.
 - d. Health and safety concerns or use of the data for health and safety planning are not mentioned in this report, other than stating the 2016 EPA health advisory for PFAS of 70 parts per trillion.
 - e. There was also a document provided to the contractors saying that all areas outside the SI areas were clean, so why would any of the contractors be concerned with the waste management report?
 - f. The SI report only provided limited information on PFAS present within the SI area. These SI areas were subsequently defined as the “MILCON PFAS areas.”
3. Third paragraph – *“The FFA addresses potential safety concerns stating, “If an imminent health hazard or an activity conducted pursuant to this Agreement that is creating a danger to the public health or welfare or the environment is discovered by any Party, the discovering Party will notify the other Parties and the Air Force will take immediate action to promptly notify all appropriate State and local agencies, potentially affected persons and officials in accordance with 10 U.S.C. Section 2705(a). The Air Force will expeditiously take appropriate measures to protect all persons affected.”*
- a. This is correctly cited from the Tyndall Federal Facility Agreement; however, we were instructed not to investigate outside the SI area and not to find any new contamination outside of the SI area; therefore, there was not an opportunity to “discover” contamination. This direction not to look for PFAS contamination eliminated the possibility of finding an “imminent health hazard.”
 - b. The risk register states the risk of finding contamination outside the known areas of contamination and states the mitigation of this risk is not to allow the collection of data.
 - c. As stated by [REDACTED] and [REDACTED], and documented by the PFAS RI contractor TetraTech, *“Following a 27 June 2022 coordination call with the project Team and [REDACTED] (MILCON), Tetra Tech was notified that no soil or groundwater samples were to be collected outside of the PFAS site boundaries established during the Site Inspection. Samples collected outside of the PFAS site boundaries could cause major cost modifications to the ongoing MILCON effort. These sampling limitations were not identified in the SOW...”*

4. Fourth Paragraph – *“FAR clause 52.536-13 requires that the Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.”*
 - a. This seems moot because since the contractors were instructed in the MILCON contract that these work areas were “clean” there was no special provisions needed to protect workers.
 - b. This is the basis for the statement in the risk register and comments made by AF RPM that there could be costly change orders if contamination was found outside the known contamination in the SI areas.
 - c. This was the initial concern raised to USACE management. If contractors are being told that areas are clean, there is no reason for them to develop controls to protect workers.
 - d. Page 26 includes several statements that appear to be intended to support MILCON provides a safe work environment; however, the functionality of such statement as “sprinkle or treat soil with dust suppressants” is not defined, e.g., how is the effectiveness of dust suppression quantified? PFAS RI activities are not expected to generate dust since excavation is not being done.
5. The USACE report appears to conflate the PFAS RI health and safety plan with the health and safety requirements for MILCON construction workers. However, the distinct differences are not addressed.
 - a. The PFAS RI health and safety plan are based on activity hazard analysis specifically focused on working in known and expected areas of PFAS contamination. MILCON workers were instructed that areas were clean.
 - b. One primary difference between health and safety controls for the PFAS RI and MILCON is that the Activity Hazard Assessment (AHA) completed for the PFAS RI included potential environmental exposures to PFAS and mitigations for these exposures, including medical monitoring. However, there is no evidence that the AHA for MILCON activities in areas with the potential for PFAS contamination included an evaluation of potential exposures, mitigations, and medical monitoring compliant with 1910.120. The need for evaluation of potential exposure, mitigation, and HAZWOPER medical monitoring was eliminated by defining the only contaminated areas as those associated with the SI.
 - c. PFAS RI workers are required to have HAZWOPER 40 hour training which is focused on identifying and avoiding PFAS contamination hazards and mitigating exposure. It is not known if MILCON construction workers received the same level of training.
 - d. PFAS RI workers are required to be medically monitored for exposure to chemical hazards and health effects. It is not known if MILCON workers are required to have anything beyond a basic physical that is focused on performing construction-related tasks.

- e. Page 26 states “*the Contractor has the responsibility to fulfill its obligation under 29 C.F.R. 1910.120, Occupational Safety and Health Administration Standards (OSHA), Hazardous Waste Operations and Emergency Response (HAZWOPER), and address the health and safety of its employees associated with construction activities relative to this project. [Exhibit Y, Conformed specifications.]*”

The section of this specification that discusses 29CFR1910.120 requirements appear to only specifically apply to soil boring activities (page 45 of Exhibit Y), and in addition, this section only applies to drilling activities within documented areas of known soil and/or groundwater contamination. By defining the areas of known soil/groundwater contamination as only applying to the previously identified SI areas, i.e., MILCON PFAS areas, contractors would not be aware of the potential hazard associated with PFAS exposure in uncharacterized locations; many of which have subsequently been confirmed to be PFAS contaminated.

- f. Section 2.1, pdf p. 46 confirms that only borings within AFFF site boundaries (SI areas) are required to follow the IRP and AFFF guidelines for MILCON rebuild.
- g. PDF p. 37 “Installation Restoration Program and Aqueous Film Forming Foam Guidelines for Tyndall MILCON-Rebuild 8 November 2021” states that “*Soil and groundwater within Installation Restoration Program (IRP) site boundaries and/or Aqueous Film Forming Foam (AFFF) site boundaries and any soil outside of IRP and AFFF site boundaries that shows evidence of contamination shall be managed in accordance with applicable RCRA and CERCLA requirements and with applicable guidelines herein.*” Environmental contaminants such as PFAS have no visible evidence of contamination and will not “show evidence of contamination.”

“*For groundwater, the guidelines also apply to dewatering effluent within 500 feet of an IRP/AFFF site boundary and known perfluorooctane Sulfonate (PFOS) and/or perfluorooctanoic Acid (PFOA) contamination.*” It was expected before the PFAS RI and confirmed by RI data that groundwater contamination extends well beyond the arbitrary 500-foot buffer zone around the SI areas. Therefore, any workers that were in contact with groundwater during excavation or dewatering activities were likely exposed to PFAS contamination well above health advisory concentrations.

The second paragraph of this section states “*Soil outside of IRP and AFFF site boundaries are considered clean/non-contaminated (unless soil shows evidence of contamination), does not require characterization, and shall be moved to designated soils borrow storage area for final disposition.*” The third paragraph states “*Soil should be sampled and tested for PFOA/PFOS in areas of known AFFF releases; soil need not be tested for PFOA/PFOS in other areas unless the soil will be moved outside the boundaries of Tyndall AFB.*” While these are only waste management guidelines, they establish the standard assumption that there is only soil or groundwater contamination within the known SI site areas.

The later part of this paragraph states that “*PFOA/PFOS is not a contaminant with defined maximum contaminant levels(MCLs). Therefore any liquid*

concentration of PFOA/PFOS below the EPA lifetime health advisory concentration may be reinserted into the ground within the boundaries of Tyndall AFB.” Since MCLs have been since established for PFAS, has the waste management or safety guidelines been updated?

- h. Page 27 of the USACE report discounts the statement that OSHA regulations regarding hazardous waste apply. This may or may not be technically correct; however, OSHA hazardous waste operations and emergency response (HAZWOPER 1910.120) are blanketly applied to most all contaminated sites on government contracts, including PFAS to help ensure workers who work in known or potentially suspected areas of contamination receive adequate protection.
- i. The first paragraph of page 28 of the USACE report states that “PFAS was not designated as a CERCLA hazardous substance and did not have any regulatory cleanup levels.” Referring to “cleanup levels” is misleading because we are not discussing cleanup, we are discussing exposure.

Regulatory screening or action levels were still in draft form during the 2022 timeframe, but DOD understood the extreme hazard posed by exposure to PFAS. Therefore, the contract required the use of screening levels defined by the Secretary of Defense and provided in memo. This was incorporated into the PFAS RI SOW and contract. It was known at the time this contract was awarded that PFAS was an extreme health hazard. It was also known that regulatory action levels and exposure levels were forthcoming and pending final regulatory approvals.

- j. The third paragraph on page 29 states “*EPA is designating PFOA and PFOS as CERCLA hazardous substances. No PFAS are currently listed, or being proposed to be listed, as hazardous wastes under RCRA.*”

This is not correct. PFOS and PFOA are two chemicals included in PFAS. EPA proposed adding nine per- and polyfluoroalkyl compounds (PFAS) to the list of hazardous constituents under the Resource Conservation and Recovery Act (RCRA) in February 2024. The proposed changes would add the nine PFAS to Title 40 of the Code of Federal Regulations, Part 261, Appendix VIII.

- k. The fifth paragraph on page 29 states “*While PFOS and PFOA have recently been classified as hazardous substances, no PFAS are defined as RCRA hazardous wastes or as health hazards in accordance with OSHA requirements.*”

This statement is partially true and diminishes the known hazard posed by exposure to PFAS. While OSHA doesn't currently have a standard for PFAS, the “General Duty Clause” requires employers to keep workplaces free of hazards that could cause serious harm, including PFAS.

- l. Last two paragraphs of page 30 of USACE report states “*Since PFAS are not defined as RCRA hazardous wastes or as health hazards per OSHA requirements; nor have “immediately dangerous to life or health” values, permissible exposure levels, or published exposure levels as per OSHA; those requirements do not*

apply.” “In accordance with the above definitions, since PFAS are not RCRA hazardous wastes or OSHA health hazards, the employer defines the appropriate level of protection. USACE uses the previously discussed regulations, manuals, and applicable specifications to define the required minimum level of protection required in every construction contract. The defined protection is summarized again below to highlight that the requirements in the PFAS RI and the MILCON contracts provide the workers with the same level of protection whether they are within “clean”, “known”, or “unknown” areas of contamination.”

The PFAS RI health and safety protection and that used for MILCON should not be conflated. They use two totally separate AHAs and risk identification/mitigation approaches.

PFAS is a CERCLA hazardous substance and PFAS is in the approval process to be RCRA hazardous wastes. There are no OSHA PELs for PFAS, but the OSHA General Duty Clause applies (Section 5(a)(1) of the Occupational Safety and Health Act of 1970). 29 U.S.C. § 654, 5.

Employers can be cited for violation of the General Duty Clause if a recognized serious hazard exists in their workplace and the employer does not take reasonable steps to prevent or abate the hazard. The General Duty Clause is used only where there is no standard that applies to the particular hazard. The following elements are necessary to prove a violation of the General Duty Clause:

1. The employer failed to keep the workplace free of a hazard to which employees of that employer were exposed;
 2. The hazard was recognized;
 3. The hazard was causing or was likely to cause death or serious physical harm; and
 4. There was a feasible and useful method to correct the hazard.
- m. Second to last paragraph on page 30 of USACE report states *“The employer may use the published literature and Safety Data Sheets (SDS) as a guide in making the employer’s determination as to what level of protection the employer believes is appropriate for hazardous substances and health hazards for which there is no permissible exposure limit or published exposure limit.”* This would only apply if the contractor was informed of the potential presence of PFAS and the fact that the areas were not characterized. In addition, since PFAS contamination is not in “product form” there are no MSDS that specifically apply.
- n. Last paragraph of page 30 of USACE report states *“In accordance with the above definitions, since PFAS are not RCRA hazardous wastes or OSHA health hazards, the employer defines the appropriate level of protection.”* This would only be applicable if the employer was notified of the risk/potential risk that may be encountered in a work area, e.g., PFAS contaminated site.
- o. First paragraph of page 31 of USACE report states *“The defined protection is summarized again below to highlight that the requirements in the PFAS RI and the*

MILCON contracts provide the workers with the same level of protection whether they are within “clean”, “known”, or “unknown” areas of contamination.” The applicability of this statement is not clear since differing levels of protection would be needed if working in “clean,” “known,” or “unknown” areas of contamination. If this were the case, then what was the need for the document that said all areas outside the SI area were clean?

6. Most of the guidance documents and AFFF sampling data appear to be focused on waste management issues and limiting areas required to be identified as PFAS contaminated. However, by stating that areas outside the Site Inspection boundaries are clean and not contaminated, this eliminates the construction contractor requirement to assess and implement controls to prevent worker exposure to soil and groundwater contamination during construction activities.

It appears stated justification for limiting the PFAS Remedial Investigation to the Site Inspection boundaries has been given as a logistical mitigation to avoid work area conflict; however, if this were the sole reason there would be no need to define the areas outside the Site Inspection areas as clean and to state that finding contamination in “clean” areas would result in costly change orders.

7. The USACE report does not address the following documents and statements that the PFAS remedial investigation was restricted to the original Site Inspection boundaries to avoid costly change orders related to finding contamination in areas that were stated in the MILCON contract to be clean:
 - a. Statements in MILCON (USGS Section 01 57 19_IRP AFFF Guidance Zone 1) that areas outside of known PFAS areas are “clean.” In fact, they were suspected to be contaminated.
 - b. PFAS RI contractor CPSMR which included statements that were made during numerous meetings between AF/USACE personnel that no soil or groundwater samples were to be collected outside the PFAS site boundaries (SI areas), and that samples (analytical data) collected outside the PFAS site boundaries could cause major cost modifications to the ongoing MILCON effort. Why was it widely communicated to the PFAS RI contractor and others that the PFAS RI was being limited to the Site Inspection areas to prevent costly change orders that would result if contamination were found outside the Site Inspection boundary in “clean” areas?
 - c. MILCON risk register which stated “PFAS/PFOA Contract have the potential to significantly impact program if additional contamination is found post award.” The stated mitigation action for this risk was to delay the environmental contracts and data collection until after MILCON. The issue was finding additional contamination in areas that were identified in the MILCON contract as clean. What are the costly impacts to the MILCON contracts if PFAS contamination is found in “clean areas” stated in the MILCON contracts?

- d. Air Force presentation provided by Tyndall RPM that stated the preferred course of action was to delay the PFAS RI to avoid finding contamination outside known areas of contamination to avoid costly change orders.
- e. Even though the site boundary limitation modification included a procedure to allow sampling as MILCON was complete, there have been no notifications by MILCON or approvals provided by the COR. How has PFAS RI sampling been allowed to proceed outside the process approved in the modification?
- f. Meeting minutes from the May 2024 Tyndall AFB Tier I partnering team meeting which include statements made by The Eglin IRP lead that “Due to MILCON, sampling can only be conducted inside the designated red boxed areas/redlined PFAS RI site boundaries...” and “MILCON contracts have indicated the areas outside the red boxes are clean and finding contamination could be very costly to MILCON.” As of May 2024, the PFAS RI was still restricted to only being allowed to collect soil and groundwater samples from within the Site Inspection boundaries required by MILCON. It appears that approval to collect data from outside the Site Inspection boundaries was only granted after this Whistleblower investigation was initiated.

Investigators summary

1. The second paragraph states that all issues had been discussed with regulators and issues had been discussed and resolved to the regulators satisfaction prior to being raised by the whistleblower. This is not exactly true. The issue of construction worker exposure was discussed by FDEP regulators. Mitigation of this issue was not presented to regulators for approval. The regulators who discussed the worker safety concerns were not the same regulators who approved the waste management plan, which did not contain any safety concerns for discussion.
2. Page 34 states: ”contrary to the Whistleblower’s statements, others indicate “it eventually progressed well with effective collaboration from all parties.” “The AF RPM states that the “PFAS Phase I RI contractor conducting sampling events outside of MILCON-Rebuild Zones is provided access almost immediately from USACE/NDR with no sampling restrictions as explained in Mod 04.”

This may be true from the MILCON perspective; however, the PFAS RI contract was modified to restrict the PFAS RI. This may be the case now, but not since MILCON put the restrictions in place. Also, earlier in this document it is stated that there is a process in place where MILCON will release areas for investigation and the COR will give the PFAS RI contractor authorization to proceed. The statement in this paragraph seems to contradict the previous statement that access for investigation is provided by MILCON almost immediately. Also, the base RPM was one of the individuals who originally stated that the PFAS RI was being restricted by MILCON to prevent very costly change orders that would be caused if contamination was found outside the PFAS SI area limits.

Note that even though a process was established to eventually allow sampling outside the SI areas, this has not been implemented to date and the COR has not provided approval

for any such sampling. However, many of the restrictions appear to have been lifted after whistleblower claim was issued.

3. Page 37 of USACE report states: “*Dewatering within a contaminated groundwater plume or an area with known contamination is allowed as long as effluent percolates back into the known plume areas (FDEP to approve infiltration plan),*” “*Soil outside ERP study areas is not believed to be contaminated.*” [Exhibit Y, Conformed specifications]. This is a baseless claim. There was no evidence to support that soil outside an “ERP study area” was not contaminated. In the case of PFAS, this has since been proven to be false and contamination above action levels has been confirmed to be widespread.