

DOE

U.S. DEPARTMENT OF ENERGY
INTERAGENCY AGREEMENT FACE PAGE

1. OUT-INTERAGENCY AGREEMENT (IA)
uant to
Authority of Economy Act of 1932 as amended (31 U.S.C. 1535; P.L. 95-91
and P.L. 93-577)

1. IDENTIFICATION
a. DOE IA No.: DE-AI22-93PC93025
b. Other Agency IA No.:
c. Modification No.: A000
d. Task Order No.:
Sep 93

2. TYPE OF ACTION:
 New Award Modification Extension Other

3. PROJECT TITLE/DESCRIPTION:
"Environmental Technical Support Services"

4. AGREEMENT PERIOD
5-Years From Date of Block 10

6. DOE PROGRAM OFFICER
Name: L. Lorenzi
Address: U.S. Department of Energy
Pittsburgh Energy Technology Center
P.O. Box 10940, MS 922-M214
Pittsburgh, PA 15236
Telephone Number: (412) 892-6159

5. FINANCIAL
a. Accounting and Appropriation Data: N/A
b. Funding Sources
\$ 0.00
\$ 0.00
\$ 0.00
DOE \$ 0.00
Agency \$ 0.00
Total Funding \$ 0.00
c. Method of Payment:
 Advance Reimbursement Progress
d. Amount Obligated This Action: \$0.00
e. Invoices, if any, submit to:
U.S. Department of Energy
Pittsburgh Energy Technology Center
P.O. Box 10940, MS 921-118
Attn: Andrew J. Ferlic
Pittsburgh, PA 15236
f. Voucher Form to be Used: SF 1080

7. PERFORMING AGENCY
a. Name: U.S. Army Corps of Engineers
Pittsburgh District
b. Address: William S. Moorehead Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4186
Attention: Les Dixon
c. Program Director
Name: John C. Heins
Address: (see 7(b) above)
Telephone No.: (412) 644-6817
DOE - Pittsburgh

8. ISSUING AGENCY:
Department of Energy, Pittsburgh Energy Technology Center
P.O. Box 10940, MS 921-118, Pittsburgh, PA 15236
ATTN: Mary S. Price COM: (412) 892-6179 FTS: 723-6179

9. PERFORMING AGENCY ACCEPTANCE:
U. B. Polin *28 Sep 93*
(signature) (date)
Name (typewritten): Richard B. Polin
Title (typewritten): Colonel, Corps of Engineers
Telephone: 644-6800

10. DOE CONTRACTING OFFICER:
Debra A. Ball *9/29/93*
(signature) (date)
Name: Debra A. Ball
Title: Contracting Officer
Commercial: (412) 892-4651
FTS: 723-4651

BETWEEN

U. S. ARMY CORPS OF ENGINEERS
PITTSBURGH DISTRICT

AND

U. S. DEPARTMENT OF ENERGY
PITTSBURGH ENERGY TECHNOLOGY CENTER

TABLE OF CONTENTS

<u>SCHEDULE</u>	<u>Page</u>
Article I - Purpose	1
Article II - Attachments	1
Article III - Scope of Work	1
Article IV - Task Orders	1
Article V - Task Ordering Procedure.	1
Article VI - Deliverables/Reports/Due Dates.	2
Article VII - Program Officers.	2
Article VIII - Obligation of Funds	3
Article IX - Payments.	3
Article X - Procurement Policy.	3
Article XI - Amendment, Modification or Termination. . .	3
Article XII - Responsibility for Work	3
Article XIII - Officials Not To Benefit	3
Article XIV - Notices	4
Article XV - Cost.	4
Article XVI - Documents Incorporated By Reference	4

ATTACHMENTS

- Attachment A - Statement of Work
- Attachment B - General Provisions
- Attachment C - Reporting Requirements/Special Provisions

MASTER INTERAGENCY AGREEMENT

BETWEEN

THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE UNITED STATES DEPARTMENT OF ENERGY
PITTSBURGH ENERGY TECHNOLOGY CENTER

I. PURPOSE

This Interagency Agreement (hereinafter designated "Agreement") constitutes effort to be conducted between the U.S. Army Corps of Engineers (USACE) and the U.S. Department of Energy (DOE) in accordance with the Memorandum of Understanding entered into on July 12, 1990. This Agreement provides for support services necessary to assist the Pittsburgh Energy Technology Center (PETC) in the management of its environmental compliance programs as required under the National Environmental Policy Act (NEPA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA) and as mandated by the DOE/PETC policies and other Federal, state, and local regulations, statutes, and laws.

II. ATTACHMENTS

The following attached documents are considered part of the Agreement.

Attachment A - Statement of Work.
Attachment B - General Provisions.
Attachment C - Special Provisions.

III. SCOPE OF WORK

The work will be performed in accordance with the Statement of Work, Attachment A, hereto, and in accordance with specific task orders.

IV. TASK ORDERS

Task Orders will be issued under this Agreement to identify work requirements and to obligate funds. Task Orders will be issued on DOE Form 1270.1

V. TASK ORDERING PROCEDURE

A. Upon receipt of a request for task proposal under this Agreement, USACE will either provide a Task Plan which shall include an estimate of costs and schedule or decline to perform the work. Work under this Agreement will begin only after cost and schedule determinations are concluded between the parties and issuance of a task order by the DOE Contracting Officer.

- B. As an alternate to the above procedure, the DOE Contracting Officer may, under circumstances of extraordinary urgency, unilaterally issue a Task Order without first issuing a request for task proposal. USACE may, upon receipt of such a task order, immediately commence work. Within thirty (30) calendar days after receipt of such a task order, USACE shall submit a Task Plan which is subject to DOE Contracting Officer review and discussion and subsequent resubmittal. USACE shall not incur costs in excess of the amount specified in any Task Order issued pursuant to this paragraph or to perform beyond the initial thirty (30) calendar day period without written authorization of the DOE Contracting Officer.

VI. DELIVERABLES/REPORTS/DUE DATES

This Agreement will become effective at the time of the signing by both parties. Task Orders issued under this Agreement shall establish the specific work requirements as well as periods of performance.

USACE will provide quarterly and annual reports on the overall technical status and cost management of all tasks. The fourth quarterly technical and cost management reports shall be considered the annual reports and shall be submitted by September 15. These reports shall be prepared in accordance with Attachment C, Special Provisions and as specified in the Task Orders.

VII. PROGRAM OFFICERS

The following individuals will serve as Program Officers for this Agreement:

- A. DOE/PETC and Performing USACE - See Blocks No. 6 and 7 of Face Page.
- B. The work to be performed under this Agreement is subject to monitoring by a DOE Program Manager to be assigned by the DOE Contracting Officer. The DOE Program Manager (or his designated representative) will be responsible for coordinating with the USACE in administering the technical aspects of this Agreement. The DOE Program Manager does not have the authority to make any changes to terms, conditions or work scope of this Agreement; any proposal for such changes shall be referred to the DOE Contracting Officer for action in accordance with Article XI.
- C. The USACE will coordinate through the DOE Program Manager and with other such contractors as may be necessary to obtain technical data, documents and other information as may be identified by the USACE in performing work under this Agreement. The DOE/PETC may utilize others in technical and programmatic review of USACE work completed under this Agreement. USACE will at times be directed by DOE/PETC to communicate directly with other contractors as designated and authorized by DOE/PETC.

VIII. OBLIGATION OF FUNDS

DOE/PETC will fund all work accomplished under this Agreement. Funds will be obligated on each Task Order and approved in accordance with paragraph 3 of Attachment B.

IX. PAYMENTS

Payments will be made on the basis of the actual costs incurred. Costs incurred on each Task may be invoiced on a single invoice but each Task's changes shall be broken out separately in appropriate detail as specified by DOE/PETC.

X. PROCUREMENT POLICY

A. The USACE may contract for portions of the work defined in Task Orders. The USACE shall encourage competition and award contracts in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and the USACE policies and procedures descending from these regulations. The USACE shall make any determinations and findings required by law or regulation and shall be responsible for contract management.

B. All contracts entered into by USACE under this Agreement will be coordinated with DOE/PETC. Additionally, DOE/PETC or its designee may participate upon request in the solicitation and evaluation of any bid or proposal for contract work pursuant to this Agreement.

XI. AMENDMENT, MODIFICATION OR TERMINATION

This Agreement may be modified or amended by written agreement between DOE/PETC and USACE and may be terminated in accordance with the Attachment B, paragraph 5.

DOE/PETC shall retain the responsibility to determine the scope of the services to be provided and may unilaterally delete any portion of the Scope of Work or terminate the performance of any Task Order prior to its completion.

XII. RESPONSIBILITY FOR WORK

USACE is responsible for performing all tasks issued under this IA in accordance with applicable law. If there is a failure by USACE to comply with applicable law resulting in liability imposed on the United States, USACE will accept non-fiscal responsibility for its actions and will support DOE requests for additional appropriations as required.

XIII. OFFICIALS NOT TO BENEFIT

No officer, employee, special Government employee, or agent of either party shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. This provision shall not be

construed to extend to either party contracting for its use or for the public's general benefit.

XIV. NOTICES

All notices, requests, and other communications that this Agreement requires shall be deemed to have been duly given if in writing and delivered by mail as follows:

If to DOE/PETC:

DOE Contracting Officer
USACE Interagency Agreement
U. S. Department of Energy
Pittsburgh Energy Technology Center
P. O. Box 10940, MS 921-118
Pittsburgh, PA 15236-0940

If to USACE:

District Engineer
U. S. Army Corps of Engineers
Pittsburgh District
William S. Moorehead Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222-4186

XV. COST. The total estimated cost for accomplishing the Interagency Agreement Statement of Work requirements is as follows:

On an annual basis, the maximum cost of work to be performed would be \$1,000,000.

XVI. DOCUMENTS INCORPORATED BY REFERENCE

Documents incorporated by reference in any of the above documents have the same force and effect as if physically included within the agreement.

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK

Environmental Technical Support Services

A. STATEMENT OF WORK

The USACE shall furnish all personnel, materials, and services necessary to assist the Pittsburgh Energy Technology Center (PETC) in the management of its environmental compliance programs. This support shall include providing assistance with PETC's: 1) development and implementation of environmental protection compliance programs and polices, and 2) oversight, confirmation, and independent verification of programs and other tasks relating to environmental compliance in accordance with the National Environmental Policy Act (NEPA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA) and as mandated by the U.S. Department of Energy (DOE)/PETC policies, Clean Air Act, Clean Water Act, and other federal, state, and local regulations, statutes, and laws.

B. TASKS TO BE PERFORMED

The USACE will perform work assigned by specific task orders in the following task areas:

Task Area 1 -- Environmental Investigations

The USACE shall assist PETC with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Resource Conservation and Recovery Act (RCRA) investigations. An analysis of the investigations will be performed in order to establish the requirements that will be necessary for PETC's Environmental Compliance Programs. The task may include, but is not necessarily limited to:

- 1.1 Conducting Remedial Investigation/Feasibility Studies (RI/FS).
- 1.2 Conducting site investigations of the PETC Facility or other facilities as required.
- 1.3 Providing, engineering services required for planning, implementing, and performing site remediation and removal actions in accordance with CERCLA/RCRA, DOE/PETC policies and procedures, and other applicable federal and state, local regulations, statutes, and laws.

Task Area 2 -- National Environmental Policy Act (NEPA) Assistance

The USACE shall provide support to PETC in complying with the National Environmental Policy Act (NEPA). These services include providing the appropriate level of site specific NEPA documentation required for all proposed DOE/PETC actions ranging from small R&D projects to major fossil fueled power plants and other DOE/PETC proposed actions. Project locations

will include on-site at PETC and other sites within U.S. boundaries. The task may include, but is not necessarily limited to:

- 2.1 Preparing Environmental Assessments and Environmental Impact Statements and other activities in support of the DOE NEPA process. Final documents will include comments from several DOE sources including: PETC, Fossil Energy, Environmental Safety and Health, and General Counsel. EIS-related activities may include: developing implementation plans and EIS documents, providing support to DOE/PETC for public scoping meetings and hearings, draft public notices (NOI) and announcements. Activities in support of the DOE NEPA process will vary depending on the level of documentation required (EA or EIS) but will include most if not all the following.
 - 2.1.1 Preparing Environmental Impact Statements and Environmental Assessments as required per a task statement of work.
 - 2.1.2 Reviewing and commenting on draft and final Environmental Reports - used by DOE to prepare required site-specific NEPA documentation for a proposed action.
 - 2.1.3 Collecting data and information necessary for the preparation of NEPA documentation. These data collection activities may include: site, soil and air quality sampling, installing and monitoring instrumentation and sampling stations.
 - 2.1.4 Analyzing data in support of NEPA. These analyses may include assistance to DOE in its preparation of project applications for states and federal permits, comparative analysis of project-specific data with commercial reference data, and performing air quality simulations for baseline and alternative site considerations.
- 2.2 Inspecting and evaluating DOE/PETC contractor efforts in fulfilling requirements of site environmental monitoring and mitigation plans.
- 2.3 Performing short-term non-legal studies and analysis of proposed federal and state environmental regulation and legislation to determine possible impacts on DOE/PETC Clean Coal, R&D programs, and other proposed actions.
- 2.4 Providing summaries of State environmental regulatory programs.

Task Area 3 -- Environmental Audits

The USACE shall provide technical assistance for the performance of environmental audits identified by PETC to establish the requirements for PETC's environmental compliance programs. The task may include, but is not necessarily limited to:

- 3.1 Developing environmental auditing and appraisal programs to evaluate compliance with RCRA, Clean Air Act (CAA), Clean Water Act (CWA) and other applicable environmental laws and regulations.

3.2 Conducting environmental audits.

3.3 Providing technical assistance in the design, the cost estimating, and the implementation of corrective measures based on the results of the audits.

Task Area 4 -- Environmental Compliance Assistance

The USACE shall assist PETC, in developing and implementing an Environmental Compliance Program. The task may include, but it is not necessarily limited to:

4.1 Providing technical assistance in analyzing environmental compliance issues which affect or have the potential to affect PETC operations.

4.2 Providing technical assistance in reviewing and preparing permit applications and environmental monitoring reports.

4.3 Providing technical assistance in developing and maintaining a database of site-specific environmental information.

4.4 Providing assistance in developing bibliographies for environmental projects.

4.5 Providing technical assistance in the development of short-range and long-range environmental protection goals.

4.6 Providing environmental training for on-site personnel concerning DOE/PETC environmental protection programs.

4.7 Providing technical assistance in developing and implementing other environmental programs such as ground-water protection management, waste minimization, and pollution prevention awareness, as mandated by DOE policies.

4.8 Providing engineering services required in planning, implementing and performing site remediation and removal actions in accordance with CERCLA, RCRA, DOE Orders, and other applicable Federal and state regulations, statutes, and laws. Site remediation and removal actions.

Task Area 5 -- Litigation Assistance

The USACE, where required, shall assist DOE/PETC in any litigation activities that may arise in conjunction with USACE contract-related environmental activities. Such assistance shall be limited to technical matters only (i.e., advice/testimony of scientists, engineers, technicians, etc.) and shall not include legal advice of counseling of any kind whatsoever.

Task Area 6 -- Environment, Health and Safety Tiger Team Assessment Actions

The USACE shall provide environmental, safety, and health technical assistance to implement specific PETC Tiger Team Action Plans. The task may include, but it is not necessarily limited to:

6.1 Soils, Surface Water, and Stream Sediments Sampling and Analysis Plan Implementation

Implement the Statement of Work for PETC's Sampling and Analysis Plan for Soils, Surface Water, and Stream Sediments. Procure the services of an environmental consultant specializing in soil sampling and analysis. The contractor shall be tasked to implement PETC's Comprehensive Soils, Surface Water, and Stream Sediments Sampling and Analysis Plan/Statement of Work. This will include oversight and monitoring activities as required.

6.2 Ambient Air/Meteorological Program Development and Implementation

Perform an evaluation of all emission sources and conduct appropriate modeling. Procure the services of an environmental consultant specializing in air/meteorological monitoring, assessment, and modeling. The contractor shall be tasked to develop a program that will consist of ambient air quality assessment, emission source ranking, screening, and subsequent modeling to determine if there are significant emissions and impacts that would require a permanent surveillance program. This program will assess both environmental and health-based risks, regulatory impacts, and ALARA. A comprehensive plan shall be developed and systems designed for ambient air screening and monitoring (AAS/M), meteorological monitoring (MM), and impact model analyses (IMA).

A systematic review (survey) and inventory of all emission points (stacks, vents, etc.), and releases shall be conducted. This survey will identify the location, origin, and disposition of all emission (drawings prepared). Additionally, the contractor will review the current PETC annual emissions inventory format and subsequently develop a revised form along with a plan outlining the integration of such information as site projects, waste summaries, and chemical inventories. Development of this plan will present a means of evaluating accuracy of air emissions data, need for new permits, and on-site air toxic concentrations that could occur under spill or emergency situations. All work shall be performed in accordance with DOE Orders 5400.1, 5484.1, and 5500.3A, and all applicable Federal, state, and local regulations. At the conclusion of this study if permanent ambient air monitoring is required, a plan for its implementation will be developed.

As part of the emissions source evaluations or subsequent monitoring, an assessment addressing the need for establishing improved controls on gaseous discharges will be conducted. Controls to be studied are to include additional cleanup or improved engineering/operational methods to reduce the release of gases. The merit and design of a alarm systems to warn of elevated-localized concentrations of toxic gases and control procedures to prevent

access to high concentration locations during routine or emergency conditions shall also be assessed.

Training on the implementation of a routine, nonradiological air impact analyses shall also be provided.

6.3 Groundwater Protection Management Plan Phase I - Implementation

Implement the Statement of Work for PETCs Groundwater Protection Management Program/Plan Phase I - Well Installation.

Procure the services of an environmental consultant specializing in groundwater well installation, monitoring and hydrogeology. The contractor shall be tasked to implement PETCs Phase I Groundwater Protection Management Plan/Statement of Work. This will include oversight and monitoring activities as required.

6.4 Action Plan E-029

Develop procedures for management of scrap and excess equipment. This requires the development of user and operational procedures for: (1) designation of equipment for storage, excess, or disposal; (2) inspection of equipment for the presence of hazardous materials; and (3) transport of equipment to storage and disposal areas.

Develop and conduct training to PETC staff and contractors involved in the handling of scrap and excess equipment.

Evaluate and provide recommendations on improvements in the management of scrap and excess materials.

6.5 Action Plan E-002

Update the PETC Radiation Protection Program to include effective procurement, tracking, inventorying, and recordkeeping procedures.

6.6 S&H-015 Document Control

Assist the PETC Record Center with the development of a document control system which meets of requirement of all DOE Orders and industry best management practice.

Assist with the development of an ES&H Permit Program which requires updates whenever operating procedures are changed or corrected.

ATTACHMENT B

GENERAL PROVISIONS

GENERAL PROVISIONS

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions	1
2. Costs Chargeable to DOE Funds	1
3. Financing	1
4. Notice of Costs Approaching Total Estimated Costs . .	2
5. Accounting Records.	2
6. Termination	2
7. Capital Equipment	2
8. Real Property and Facilities.	3
9. Inventions and Patents.	4
10. Environmental Safety and Health Requirements.	4

INTERAGENCY AGREEMENT

GENERAL PROVISIONS

1. Definitions. For purposes of this agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "USACE" means the performing entity as stated in the agreement or any duly authorized representative thereof.

2. Costs Chargeable to DOE Funds. Costs chargeable to DOE funds are the costs that can be directly identified with and charged to the work under the Agreement. Examples of such costs are salaries, wages, indirects (fringe benefits and overhead), technical services, materials, travel and transportation, communications, facilities, and equipment. Specific costs will be reviewed and approved during negotiation of specific Task Order(s).
 - a. Expenditures for domestic travel expected to exceed \$1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.
 - b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.
 - c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE, shall not be allowable without written prior approval of the DOE Contracting Officer.

3. Financing. DOE will finance this Agreement on a reimbursable basis. Funds will be obligated by DOE in advance of USACE incurring any obligation for work. Vouchers for payment will be submitted on Standard Form 1080 and supported by a statement of cost.

4. Notice of Costs Approaching Total Estimated Costs. Whenever the USACE has reason to believe that the total cost of the work under this agreement will be substantially greater or less than the presently estimated cost of the work, the USACE shall promptly notify the DOE in writing. The USACE shall also notify the DOE, in writing, when the aggregate of costs incurred and outstanding commitments allowable under this agreement is equal to 90 percent (or such other percentage as the DOE may from time to time establish by notice to the USACE) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the USACE shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this agreement.

5. Accounting Records. The USACE shall accumulate and account for obligations and costs incurred in connection with the work being performed under this agreement in such form and detail as may be required by the DOE.

6. Termination. The DOE may terminate this agreement or individual task order(s) upon thirty (30) days written notice of such termination addressed to the USACE. In the event of such termination, the USACE shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of termination and for commitments extending to the effective date of termination to a date not later than the date upon which the task order(s) would have expired if not terminated under this paragraph, which the USACE, in the exercise of due diligence, is unable to cancel. Payments under a task order(s), including payments under this article, shall be subject to availability of DOE funding.

7. Capital Equipment.
 - a. "Capital Equipment" means equipment anticipated to have a service life of 2 years or more and an acquisition cost of \$5,000 or more.
 - b. Unless expressly authorized by the Contracting Officer in advance, the USACE shall not be reimbursed or use funds made available under this agreement for the procurement or fabrication of capital equipment.

c. If capital equipment is purchased or otherwise acquired pursuant to an authorization under subparagraph (b) above, except as may be otherwise agreed by the DOE and the USACE:

- (1) The title thereto shall vest in the DOE;
- (2) The USACE shall be responsible for the maintenance and safeguarding thereof; and
- (3) The USACE shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the DOE, of capital equipment procured or fabricated.

8. Real Property and Facilities.

a. Unless expressly authorized by the Contracting Officer in advance, the USACE shall not be reimbursed or use funds made available under this agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.

b. If the USACE acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (a) above, except as may be otherwise agreed by the DOE and the USACE:

- (1) the title thereto shall vest in the DOE, and property accountability and control shall become the responsibility of DOE;
- (2) the USACE shall be responsible for the maintenance and safeguarding thereof; and
- (3) the USACE shall maintain a record thereof in such a manner as to insure adequate control and accounting satisfactory to the DOE.

9. Inventions and Patents. It is the policy of DOE to make the results of any research, development, or demonstration work under this Agreement available to the public, consistent with applicable laws and regulations. DOE has specific statutory patent policy applicable to these matters, and therefore, ordinarily, DOE patent policy shall apply. All patent and technical data matters which may arise under this Agreement and any related contracts or subcontracts shall be coordinated between the USACE and DOE Intellectual Property Counsel. Rights to inventions made by employees of either agency shall be determined by agency.

10. Environmental Safety and Health Requirements. DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of any USACE facilities engaged in the performance of DOE work.

ATTACHMENT C

GENERAL PROVISIONS

REPORTING REQUIREMENTS CHECKLIST
(DOE F 1332.1)

U.S. DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE ENVIRONMENTAL TECHNICAL SUPPORT SERVICES"	2. IDENTIFICATION NUMBER DI-AI22-93PC93025
-----------------------------------------------------------------------	-----------------------------------------------

3. PARTICIPANT NAME AND ADDRESS
U.S. Army Corps of Engineers, Pittsburgh District, William S. Moorehead Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania 15222-4186

4. PLANNING AND REPORTING REQUIREMENTS		Frequency	
A. General Management <input checked="" type="checkbox"/> Management Plan <input type="checkbox"/> Status Report <input type="checkbox"/> Summary Report	0	E. Financial Incentives <input type="checkbox"/> Statement of Income and Expense <input type="checkbox"/> Balance Sheet <input type="checkbox"/> Cash Flow Statement <input type="checkbox"/> Statement of Changes in Financial Position <input type="checkbox"/> Loan Drawdown Report <input type="checkbox"/> Operating Budget <input type="checkbox"/> Supplementary Information	
B. Schedule/Labor/Cost <input checked="" type="checkbox"/> Milestone Schedule/Plan <input type="checkbox"/> Labor Plan <input type="checkbox"/> Facilities Capital Cost of Money Factors Computation <input type="checkbox"/> Contract Facilities Capital and Cost of Money <input type="checkbox"/> Cost Plan <input checked="" type="checkbox"/> Milestone Schedule/Status <input type="checkbox"/> Labor Management Report <input checked="" type="checkbox"/> Cost Management Report	0	F. Technical <input checked="" type="checkbox"/> Notice of Energy RD&D Project (Required with any of the following) <input checked="" type="checkbox"/> Technical Progress Report <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input type="checkbox"/> Topical Report <input type="checkbox"/> Final Technical Report <input type="checkbox"/> Draft for Review <input type="checkbox"/> Final for Approval <input type="checkbox"/> Software <input checked="" type="checkbox"/> Other (Specify) _____ Property Report (See Deliverables)	0 Q, Y
Exception Reports <input type="checkbox"/> Conference Record <input type="checkbox"/> Hot Line Report			
D. Performance Measurement <input type="checkbox"/> Management Control System Description <input type="checkbox"/> WBS Dictionary <input type="checkbox"/> Index <input type="checkbox"/> Element Definition <input type="checkbox"/> Cost Performance Reports <input type="checkbox"/> Format 1 - WBS <input type="checkbox"/> Format 2 - Function <input type="checkbox"/> Format 3 - Baseline			

5. FREQUENCY CODES

A - As Required	M - Monthly	S - Semi-Annually
C - Change to Contractual Agreement	O - Once After Award	X - With Proposal/Bid/Application or with Significant Changes
F - Final (end of effort)	Q - Quarterly	Y - Yearly or Upon Renewal of Contractual Agreement

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

<input type="checkbox"/> Report Distribution List/Addressees	<input type="checkbox"/> Analysis Thresholds
<input type="checkbox"/> Reporting Elements	<input type="checkbox"/> Work Breakdown Structure
<input type="checkbox"/> Due Dates	<input type="checkbox"/> Other

7. PREPARED BY (SIGNATURE AND DATE) <i>[Signature]</i> 8/13/93	8. REVIEWED BY (SIGNATURE AND DATE) <i>[Signature]</i> 3/23/93
-------------------------------------------------------------------	-------------------------------------------------------------------

Special Instructions:

The Agency shall submit annually an inventory listing of all Federally-owned non-expendable personal property in which title remains vested in the Federal Government.

The Agency shall submit one copy of the annual inventory listing to Addressee listed below.

Document Control Center
U. S. Department of Energy
Pittsburgh Energy Technology Center
P. O. Box 10940, MS 921-118
Pittsburgh, PA 15236

This Annual Report is to be submitted within 45 days of August 30th of each year.

REPORTING REQUIREMENTS DISTRIBUTION LIST
(ATTACHMENT TO DOE F 1332.1)

<u>Report Title</u>	<u>Form Number</u>	<u>No. of Frequency</u>	<u>Copies</u>
A. <u>General Management</u>			
Management Plan		0	3
B. <u>Schedule/Labor/Cost</u>			
Milestone Schedule/Plan		0	3
Milestone Schedule/Status		Q,Y	3
Cost Management Report		Q,Y	3
F. <u>Technical</u>			
Notice of Energy RD&D Project		0	3
Technical Progress Report	None	Q,Y	3
G. <u>Other</u>			
Property (See Deliverables)		Y	3

REPORTING SCHEDULE

<u>Frequency</u>	<u>Date of Receipt by the Government</u>
A (as necessary)	Within 10 calendar days after the precipitating event.
M	Within 25 calendar days after the reporting period
O	Within 30 days of contract award date.
Y	Within 45 days of August 30th of <u>each</u> year.
Q	Within 30 days after the end of the quarter (Due Dates: January 30, April 30, July 30, and October 30)

ATTACHMENT TO REPORTING REQUIREMENTS CHECKLIST

The requested quantity of all reports shall be submitted to the following address:

Document Control Center
U. S. Department of Energy
Pittsburgh Energy Technology Center
P. O. Box 10940, MS 921-118
Pittsburgh, PA 15236-0940

*Send camera-ready original plus high quality reproductions.

NOTE: Contractor shall place the following statement of the face page of all technical documents/reports required.

"US/DOE Patent Clearance is not required prior to the publication of this document."

MILESTONE SCHEDULE STATUS REPORT (JUNE 1986)

The "Milestone Schedule Plan/Status Report", will be provided in a format acceptable to DOE and is a dual purpose report. As the "Milestone Schedule Status Report," it measures the completion status of activities and events shown on the baseline "Milestone Schedule Plan" and shows planned and accomplished events and milestones, and changes in schedule. It addresses each item or task required by the Agreement at the same level of detail as the baseline plan.

2. CONFIDENTIALITY OF INFORMATION

- A. To the extent that the work under this Agreement requires that the USACE be given access to proprietary business, technical, or financial information provided by DOE to USACE. The USACE shall after receipt thereof, treat such information as proprietary and agrees not to appropriate such information to its own use or to disclose such information to third parties unless required by law or so ordered by a court of competent jurisdiction (including administrative tribunals) or specifically authorized by the DOE Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
1. Information which, at the time of receipt by the USACE, is in public domain;
 2. Information which is published after receipt thereof by the USACE or otherwise becomes part of the public domain through no fault of the USACE;
 3. Information which the USACE can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from other companies;
 4. Information which the USACE can demonstrate was received by it from a third party who did not require the USACE to hold it in confidence.
- B. The USACE shall obtain the written agreement, in a form satisfactory to the DOE Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the it's organization directly concerned with the performance of the Agreement.
- C. The USACE agrees, if requested by the DOE, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the USACE under this Agreement, and to supply a copy of such agreement to the DOE Contracting Officer. From time to time upon request of the DOE Contracting Officer, the USACE shall supply the DOE Contracting Officer with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the USACE received such information.

D. This clause shall flow down to all contracts.

3. ENVIRONMENT, SAFETY, AND HEALTH -- PETC ON-SITE WORK

- A. The USACE shall take all reasonable precautions in the performance of the work under this Agreement to protect the safety and health of its employees and of members of the public and to prevent damage to property, materials, supplies, and equipment.
- B. The USACE shall comply with applicable orders, regulations, and directives of the Department of Energy and with the Pittsburgh Energy Technology Center safety requirements.
- C. As directed by the DOE Program Manager, the USACE's representative(s) shall meet with the EES&H Division Director to discuss occupational safety and health issues and to continue the development of mutual understanding regarding safety program administration.
- D. The USACE shall maintain an accurate record of all accidents incident to work performed under this Agreement resulting in death; traumatic injury; occupational disease; or damage to property, materials, supplies, or equipment.

The USACE shall report accident data on forms provided by the DOE Program Manager. All accidents and/or property damage incidents are to be reported immediately to the DOE Program Manager, who will relay the information to the PETC Safety Office.

- E. The USACE shall include this safety requirements clause in all subcontracts requiring work at the site. However, such flow down of responsibility shall not relieve the USACE of its obligation to assure compliance with the provisions of this clause.