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Signature of Office Director	Date

Title

The Emergency Response Cleanup Services (ERCS) Contracts User's Manual

Summary of Directive

Management and Operating procedures required for the use of ERCS contracts by emergency response personnel. Includes guidance on coordinating activities within the Superfund program and with other Federal agencies and on the management plan necessary for effective and efficient conduct of emergency cleanup activities. (6/86 221pp)

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9242. 2-1 Same title

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- [ ] Other *(Specify)*

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Signature of OSWER Directives Officer	**Date**

Emergency Response Cleanup Services Contracts (ERCS)

USERS' MANUAL

June 1986

OSWER Directive 9242.2-1A

EMERGENCY RESPONSE DIVISION
OFFICE OF EMERGENCY AND REMEDIAL RESPONSE
U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

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LIST OF ACRONYMS

CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (P.L. 96-510)
CLP	Contract Laboratory Program
CPAF	Cost-Plus-Award-Fee
DPO	Regional ERCS Deputy Project Officer
ERD	Emergency Response Division
ERCS	Emergency Response Cleanup Services Contracts
FIT	Field Investigation Team Zone Contracts
HSCD	Hazardous Site Control Division
MSHA	Mine Safety and Health Administration
NCP	National Contingency Plan
NIOSH	National Institute of Occupational Safety and Health
NPL	National Priorities List
OERR	Office of Emergency and Remedial Response
OSC	On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
OWPE	Office of Waste Programs Enforcement
PCMD	Procurement and Contracts Management Division
PO	Headquarters ERCS Project Officer
POLREPS	Pollution Reports
RCRA	Resource Conservation and Recovery Act of 1978 (P.L. 94-580)
REM	Remedial Planning Zone Contracts
RSPO	Regional Site Project Officer
SMO	Sample Management Office
TAT	Technical Assistance Team
TDD	Technical Direction Document
TES	Technical Enforcement Support Contracts
USCG	U.S. Coast Guard

CHAPTER I

INTRODUCTION

CHAPTER I

INTRODUCTION

The U.S. Environmental Protection Agency (EPA) has established a contracting network of Emergency Response Cleanup Services (ERCS) contractors to support the Superfund removal program. The ERCS contracts are used to procure services necessary to respond to emergencies arising from hazardous substance releases or threats of releases, including emergencies associated with releases at "known" hazardous substance sites.

The purpose of this users' manual is to establish a standard set of operating and management procedures to assist EPA Headquarters and Regional personnel, and personnel from other Federal agencies (e.g., U.S. Coast Guard) authorized to use the ERCS contracts, in using the contracts efficiently and effectively. In addition, the users' manual discusses coordinating the use of the ERCS contracts with other entities involved with the Superfund program (e.g., the Superfund remedial program and interactions with state and local governments).

In addition to providing a reference for using the ERCS contracts, the manual can be used to train and/or inform parties who regularly interact with or who are interested in the ERCS program including:

- Existing or new EPA or other Federal personnel responsible for management of the ERCS contracts

- EPA personnel from other parts of the Superfund program (e.g., remedial, enforcement, state coordination, community relations, financial management)

- Federal, state and local officials and their contractors.

The remainder of the introduction describes the structure of the manual and briefly discusses instructions for its use.

1. STRUCTURE OF THE USERS' MANUAL

The users' manual places into perspective the key relationships among the basic components required to manage and implement a removal action through use of services (e.g., personnel, equipment, and materials) provided under each of the ERCS contracts. A summary of the contract management components required is illustrated in Exhibit I-1. The users' manual has been organized around these components. A brief description of the contents of each of the chapters is provided below:

Chapter II -- Scope and Provisions of the Cleanup Services Contracts describes general contract background information; the terms and conditions of the contracts and contractor requirements; the contract Statement of Work; and contractor resources and responsibilities.

Chapter III -- ERCS Contract Management: Roles and Responsibilities highlights the organization and key management roles, responsibilities, and interactions of Federal and contractor personnel (e.g., Project Officer, Contracting Officer, Deputy Project Officers, OSCs, and contractor Program and Response Managers).

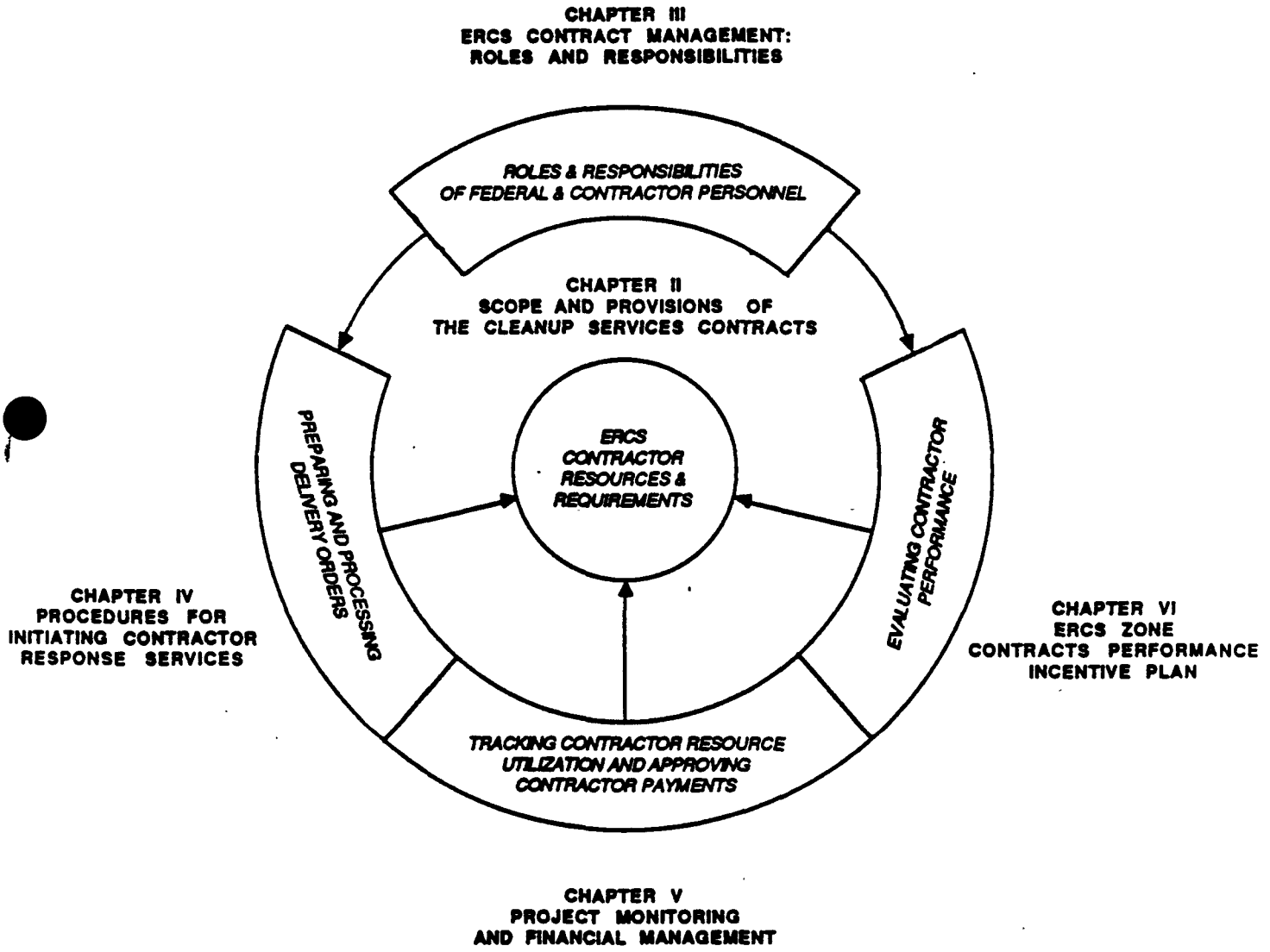
Chapter IV -- Procedures for Initiating Contractor Response Services discusses contractor selection criteria, the preparation and processing of Delivery Orders, Delivery Order modifications, Stop Work Orders, and Project Site Files, and includes detailed instructions for the completion of all required forms.

Chapter V -- Project Monitoring and Financial Management emphasizes the procedures for monitoring services performed by the contractor and certifying invoices submitted for payment, including daily project tracking and reporting requirements of the OSC and contractor.

Chapter VI -- ERCS Zone Contracts Performance Incentive Plan describes the procedures and criteria to be used by OSCs, Ordering Officers, Deputy Project Officers, and EPA Headquarters personnel in evaluating and nominating, as warranted, contractor performance for incentive awards.

EXHIBIT I-1

Contract Management Components And Users' Manual Organization



Chapter VII -- Interactions With Other EPA Superfund Program Contractors and Federal, State and Local Agencies briefly summarizes the functions of other Superfund contracts; the situations in which the ERCS contractors may interact with other Superfund contractors or military or civilian entities; and basic guidelines to follow to help coordinate their interactions.

The last chapter (Chapter VII) is included as a reference for ERCS contracts users for coordinating their efforts with other EPA offices or divisions and other agencies involved with the Superfund program. However, the chapter does not discuss specific procedures concerning Superfund programmatic requirements (e.g., procedures for OSCs to follow in requesting funding authorization from EPA Headquarters). For more detail on these subjects, users should consult current guidance documents specific to those areas. Suggested references available as of this printing are listed in the bibliography.

2. USING THE MANUAL

The ERCS contracting network consists of two groups of contractors: four (4) ERCS zone contracts, and several separate ERCS Regional contracts ("Mini-ERCS"). The types of cleanup services both groups of contractors are required to provide are essentially identical. However, differences between the two groups of ERCS contracts do exist, particularly with respect to quantities of contractor resources, geographical coverage, and response-time requirements. Similarities and differences between the two groups of contractors are highlighted in Chapter II. The management and operating procedures described in the following chapters of the manual are applicable to the use of contractors from either group. Variations in procedures used for a specific group are noted appropriately.

The information contained in the manual has been organized to permit OSCs, DPOs, ERCS contractor personnel and other Superfund contractors involved with the removal program (e.g., TAT contractors) to have easy access to specific

procedures pertaining to ERCS contract management. Each chapter is separated by a tab labeled with the area of contract management covered in the chapter. Following the tab is a table of contents indicating the pages where detailed discussions of specific procedures and forms can be found in the chapter. The loose leaf format will facilitate updating and will enable users to supplement the text with notes and pertinent references appropriate to their own activities.

* * * * *

The remainder of this manual describes the procedures to be followed by Federal personnel in using the ERCS contracts. The first topic, "Scope and Provisions of the Cleanup Services Contract," highlights the services that can be obtained through the ERCS contracts, and contractor resources, requirements and responsibilities.

CHAPTER II

SCOPE AND PROVISIONS OF THE CLEANUP SERVICES CONTRACTS

CHAPTER II

SCOPE AND PROVISIONS OF THE CLEANUP SERVICES CONTRACTS

KEY TOPICS

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• Contract Background Information	II-2
• ERCS Zone Contracts	II-4
• ERCS Regional Contracts (Mini-ERCS)	II-5
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CHAPTER II

SCOPE AND PROVISIONS OF THE CLEANUP SERVICES CONTRACTS

The U.S. Environmental Protection Agency (EPA) and the U.S. Coast Guard (USCG) have management responsibility for all Federally-funded emergency cleanup operations at oil and hazardous substances releases. To provide implementation support to EPA and USCG, the Agency employs an Emergency Response Cleanup Services (ERCS) contracting network which consists of two groups of contracts: four (4) ERCS zone contracts, and several separate ERCS Regional contracts.* These two groups of contracts are similar in terms of the types of services provided by each, but differ with respect to quantities of contract resources, geographical coverage, and response-time requirements. The ERCS contracts replaced the Interim Emergency Procurement Procedures under which removals had been conducted.

As illustrated in Exhibit II-1, this chapter describes pertinent background information, and the technical scope of services, resources, and requirements of the contracts awarded under the ERCS contracting network. Similarities and differences between the two groups of ERCS contracts are described in the following section.

1. CONTRACT BACKGROUND INFORMATION

The following sections highlight background information applicable to contracts awarded under the ERCS contracting network and include discussions of the types of contracts, periods of performance, and other general descriptive information pertaining to the contracts.

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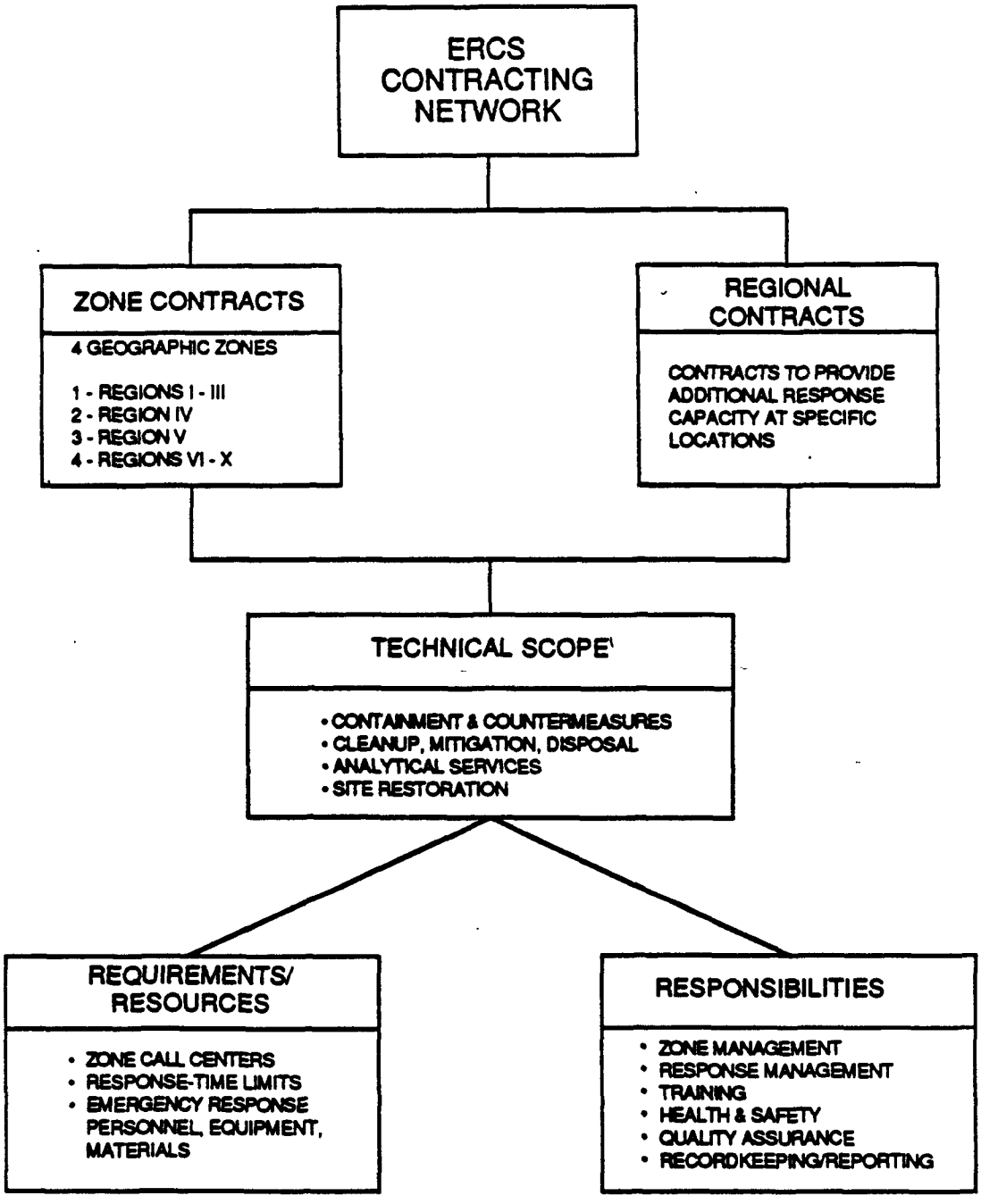
* The ERCS Regional contracts are also known as Mini-ERCS.

EXHIBIT II-1

ERCS Contracting Network at a Glance



1.1 ERCS Zone Contracts

Type of Contract

An indefinite quantity, fixed rate, Delivery Order contract has been awarded to provide emergency response cleanup services for each of the following four zones:

Zone 1 - EPA Regions I - III
Zone 2 - EPA Region IV
Zone 3 - EPA Region V
Zone 4 - EPA Region VI - X.

This type of contract provides for the furnishing of an indefinite quantity, within stated limits, of specific services, equipment and materials during the contract period. The delivery of cleanup services will be scheduled by the placement of orders to the contractors. In order to retain and manage the distribution of cleanup personnel, equipment and materials required, each contract also provides for a management effort that will be performed on a cost-plus-fixed-fee basis.

Each contract provides that the Government will order a stated minimum quantity of services, and that the contractor will furnish the minimum and any additional quantities, not to exceed a stated maximum. The minimum amounts represent the Government's obligation, and are in addition to estimated costs and fees negotiated for the management effort associated with each contract. They are also in addition to the amounts included in the Performance Incentive Pool for each zone (discussed in Chapter VI).

Period of Performance

The base period for each ERCS zone contract is one year from the effective date, with options to extend the contract term for two additional years.

Zone Crossover

An ERCS zone contractor may be used to support Federal OSCs in a zone other than the contractor's assigned geographical zone. Zone crossovers may occur in situations such as the following:

- The contractor has an actual, potential, or apparent conflict of interest in conducting a specific removal action

- The stated maximum quantity of services from a specific zone contractor has already been ordered

- The Government determines that it is in its best interest to use the services of an alternate zone contractor.

Any use of one contractor by an EPA Region in another zone must be coordinated by the appropriate ERCS DPOs, Project Officer, and Contracting Officer (See Chapter IV, Section 1.5, for zone crossover procedures).*

1.2 ERCS Regional Contracts ("Mini-ERCS")

The Agency also has awarded several separate ERCS contracts to provide the Regions with additional contractor resources to conduct removal actions. Like the zone contracts, the ERCS Regional contracts are indefinite quantity, fixed rate, Delivery Order contracts, and each ERCS Regional contractor is responsible for both response-related and program-management-related services (e.g., contractor response preparedness). Moreover, the contract Statements of Work for the zone contracts and Regional contracts are essentially identical. The primary

* With the award of several ERCS Regional contracts to provide additional quantities of contractor resources within a zone, there probably will be no need for zone crossover. However, the zone crossover provision will stay in effect throughout the period of performance of the zone contracts as a safeguard against response resource shortages within zones.

differences between the two groups of contracts are with respect to quantities of contractor resources, geographical coverage, and response time requirements.

Differences or limitations of the ERCS Regional contracts* as compared to the ERCS zone contracts include:

- Quantities of resources available provide a more limited response capacity
- Required geographical coverage of response services is localized with respect to EPA Regions
- Required response time limits vary
- Services for oil spill response are not available under Mini-ERCS
- Performance incentive pool provisions may not be included for all Regional contracts.

The remainder of the chapter highlights contractor services, resources and requirements applicable to both zone and Regional ERCS contracts. However, the reader should keep in mind the differences in the scope and provisions of the two groups of ERCS contracts as cited above.

2. CONTRACT SERVICES, RESOURCES AND REQUIREMENTS

The following sections describe the required contractor resources for cleanup and response related services and for program management related services.

* It is expected that all ERCS contractors will be used to conduct removal actions. Guidance on the selection of ERCS contractors is presented in Chapter IV.

2.1 Cleanup and Response Related Services

Each ERCS contractor is required to provide all personnel, equipment, and materials to conduct removals in response to oil or hazardous substances releases within specific time limits and according to the statement of work contained in a Delivery Order. (Responses to oil releases normally will be conducted under the USCG's Basic Ordering Agreement [BOA] contracting system for implementing responses under Section 311 of the CWA). Under the direction of the OSC, the contractor must provide any services that may be required to mitigate or eliminate any hazard or damage to the environment resulting from such releases. The contractor will not conduct engineering studies, however, unless authorized to do so by the ERCS Contracting Officer (CO). The sections below describe the technical scope of services and contractor resources and responsibilities each ERCS contractor is required to fulfill.

Technical Scope of Services

The ERCS contractor may be requested to perform the following types of activities in completing a removal action:*

- Containment and Countermeasures -- The contractor will be required to take the necessary defensive actions at a spill or release site to contain the pollutant in order to protect public health and welfare and the environment. Exhibit II-2 lists typical defensive actions that might be taken in response to a release.

- Cleanup, Mitigation and Disposal -- Physical collection and temporary storage of pollutants may be undertaken following, or in lieu of, treatment action. Example collection methods are listed in Exhibit II-2. Actions to

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* The ERCS zone contract Statement of Work is included in Appendix A.

EXHIBIT II-2

REPRESENTATIVE CLEANUP ACTIVITIES AT ERCS RESPONSES

Defensive Actions to Protect Public Health and the Environment

- Sampling and analysis to determine the source and spread of the pollutant and disposal options
- Containing the release at its source and preventing further acute flow of the pollutant
- Controlling the source of discharge
- Restraining the spread of the pollutant by the use of chemicals
- Placing physical barriers to deter the spread of the pollutant
- Constructing slurry trenches
- Placing diversionary booms
- Moving earth
- Handling drums
- Containerizing pollutants
- Diverting streams
- Keeping wildlife away from polluted areas
- Controlling upstream water discharge

EXHIBIT II-2 (continued)

- Providing temporary alternative drinking water supplies
- Providing temporary housing for evacuees
- Providing traffic and crowd controls
- Providing security
- Executing damage control or salvage operations.

Physical Collection and Temporary Storage

- Flushing contaminants from the area, followed by collection and holding
- Skimming materials from the surface of water
- Washing soils; collecting and storing recovered material
- Pumping contaminated groundwater, with subsequent storage
- Segregating waste chemicals at uncontrolled hazardous waste sites.

Recovery of Pollutant from Affected Media

- Using chemicals for flocculation, coagulation, neutralization and separation
- Using biological treating agents
- Treating affected water and soil physically and chemically
- Using specialized equipment, such as mobile carbon treatment systems

EXHIBIT II-2 (continued)

- Aerating affected media to selectively release volatile components
- Fixing and treating the polluted media in place
- Salvaging or destroying vessels
- Decontaminating or destroying contaminated equipment and facilities.

recover a pollutant from affected media include the use of chemicals for flocculation, coagulation, neutralization and separation as well as other methods listed in the exhibit. Following removal and temporary storage, any contaminated material must be disposed of in accordance with all appropriate Federal, state and local regulations. The OSC must consult "Procedures for Planning and Implementing Off-Site Response Actions," May 6, 1985 (Memorandum from Jack McGraw, Acting Assistant Administrator, to Regional Administrators, Regions I-X). The OSC has the option to accomplish disposal through this contract or through other contractual mechanisms at his discretion. The contractor is responsible for obtaining all necessary transportation and disposal permits.

- Restoration -- The contractor is required to repair or replace material damaged during the removal and to restore the damaged environment to as near pre-emergency conditions as possible. Examples of such actions include: regrading, soil replacement, reseeding or replanting, and restocking fish and wildlife.

- Analytical -- Sample collection, storage, transportation, analysis and disposal are to be provided on a quick response basis (24 hours or less). On-site and off-site analytical activities are required to provide chemical and physical analyses, including but not limited to on-site compatibility testing, pH, flash point, oxidation/reduction, organic vapor analysis, TOC sulfide and TOC phenols.

Contractor Resources

The ERCS contractor is required to provide all personnel, equipment and materials necessary to conduct removals of oil and

hazardous substances. Hours or quantities of personnel, equipment, and materials will be ordered as required to implement site-specific removals. Personnel, equipment, and materials must be made available to any location within the time limits established for each zone.

- Staffing Requirements -- A list of types of personnel (by discipline) that the contractor is required to provide is shown in Exhibit II-3. The fixed rates for different labor categories for the first year of the contract will be provided to ERCS contracts' users as the contracts are awarded.

- Equipment and Material Requirements -- Rapid response and non-rapid response equipment and material types which the contractor must provide within required time frames should be specified in the Delivery Order.

Fixed ordering and billing rates for equipment and materials shown in the exhibit will be provided as the contracts are awarded. These rates will be used for projecting costs of removals.

Contractor Responsibilities

- Required Response Times -- Rapid response time personnel, equipment, and materials must be made available by the contractor to any zone location within the response time limits specified in the Delivery Order. Depending upon the location, the required response time varies. Requirements for personnel, standby equipment and urgent responses are as follows:

EXHIBIT II-3

ERCS ZONE CONTRACTOR PROFESSIONAL AND TECHNICAL PERSONNEL REQUIREMENTS

Professional

Supervisor (Response Manager)
Engineer, Chemical
Chemist, Organic
Industrial Hygienist/Safety Engineer
Hydrogeologist

Technician

Foreman (2) (hazardous waste response)
Cleanup Technician (2) (hazardous waste response)
Laborers
Equipment Operator (2)
Truck Driver
Lab Technician (2)
Welder
Electrician
Mechanic
Carpenter
Explosives Specialist
Security Guard
Field Clerk/Typist

- Personnel -- The contractor is required to provide personnel who can respond to emergencies within the specified response time limits. These personnel may either be full-time or part-time contractor employees or provided through subcontracting arrangements.

- Standby Equipment -- From time to time, certain equipment may be ordered by the OSC to be available onsite while not actually in use. Such standby periods normally will not exceed fourteen consecutive calendar days. The contractor agrees to make available at specified standby rates the equipment so ordered, with the understanding that the maximum fourteen day period may not be extended except by mutual written agreement between the contractor and the Contracting Officer.

- Urgent Requirements -- In the event of a need for immediate services in less time than that provided by the contract, the Government has the right to make other arrangements for those services until such time as the ERCS contractor can arrive on scene and take responsibility for the cleanup. In such a situation, the Ordering Officer should contact the ERCS contractor by telephone to determine how fast a response can be made. Regardless of whether the ERCS contractor indicates that he can respond in less than the minimum required time, if the response time offered by the contractor does not meet the needs of the Government, the Ordering Officer has the

authority to contract with another party to perform the initial services determined necessary to mitigate a threat to the public health and welfare.* When ERCS contractor personnel arrive on scene, arrangements are to be made with the OSC for an orderly transition of responsibility. The ERCS contractor may elect to subcontract any or all of the remainder of the cleanup services at that site to the party that has already commenced the work.

- Response Management — The Response Manager is the contractor's point of contact for the OSC. He is responsible for managing and executing all cleanup activities in exact accordance with the specifications of the Delivery Order and the technical guidance of the OSC. The Response Manager is to be on scene daily during a response action, maintaining close coordination with the OSC or other designated official. He will conduct on-scene surveys with the OSC to assist in developing detailed work plans, and will provide administrative support, supervision and management of cleanup personnel, equipment and materials provided on scene. He is to report any problems encountered in executing cleanup activities and take corrective action when performance is not acceptable to the OSC.

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* Procedures for procuring contractors in urgent situations are described in the EPA publication entitled EPA Superfund Emergency Contracting Procedures, October 9, 1985.

In addition, the Response Manager must:

- Provide the OSC with a detailed accounting of all costs incurred at a specific site in a format and frequency specified in the Delivery Order

- See that pollutant storage, transportation, treatment and disposal meet all safety and environmental laws and regulations.

- Health and Safety -- As identified in section 300.38 of the National Oil and Hazardous Substance Contingency Plan (40 CFR 300), the OSC and the contractor must ensure on-site worker health and safety during a response action. Health and safety responsibilities include:

  - Cognizance of potential threats to human health and safety

  - Application of proper precautions, procedures, equipment and training

  - Application of all appropriate OSHA requirements and other guidance

  - Development of site safety plans

  - Notification to all ERCS personnel of any known dangers associated with a particular task.

The ERCS contractor will conduct on-site operations under the guidelines of a company health and safety program which, at a minimum, complies with all Federal, state and local statutes, regulations and ordinances regarding health

and safety. Standards that exceed those mandated by the Federal Government can be required by the contractor. However, the additional costs of such standards are to be borne by the contractor.

- Quality Assurance — In addition to the contractor's Quality Assurance (QA) Program Plan detailing the contractor's commitment to ensuring that all environmental monitoring data are of known quality, a QA project plan may be requested by the OSC to be prepared for an individual response action. The plan will include the following: QA program organization and responsibility, sampling procedures, sample preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks and frequency, documentation, and other factors that may affect the known quality of environmental data.

2.2 Program Management Activities

Each ERCS contractor is required to establish an organization consisting of a Program Manager and as-needed Response Managers. The Program Manager will maintain a network of cleanup personnel, equipment and materials and supervise contractor Response Managers. Contract management is described in Chapter III. The resources and responsibilities required by the ERCS zone contracts for program management are discussed below.

Zone Contractor Resources

The contractor's Program Manager is the point of contact for coordination with the EPA Headquarters Project Officer (PO), Regional Deputy Project Officers (DPOs) and Contracting Officer. The Program Manager receives, manages and implements all Delivery Orders. The

coordination between EPA officials and the contractor's zone management organization and specific responsibilities of the Program Manager are discussed in Chapter III.

The contractor must provide all necessary administrative, clerical and supervisory personnel to ensure that responses are conducted in accordance with Delivery Order specifications.

Contractor Responsibilities

The ERCS contractors are required to provide the following management related services:

- Providing Immediate Access to Emergency Response Cleanup Services* -- The ERCS contractor is responsible for operating a 24-hour, 7-day-a-week call center to provide EPA with access to emergency response cleanup services at all times.

- Maintaining Response Capability -- The ERCS contract requires that the contractor provide, either from his own staff or subcontractors, personnel who are on alert to respond to any emergency response requirement within certain specified time limits. He must maintain an equipment and materials inventory and adequate staffing to ensure that response time requirements can be met.

- Training Contractor Personnel -- The ERCS contractor is responsible for providing contractor personnel trained in the skills required for responding to emergencies resulting from oil and hazardous substances releases (e.g., personal safety equipment and proper decontamination procedures).

* Required only for ERCS zone contracts.

All contractor personnel must be fully trained by the contractor before performing any services on scene.

- Accepting and Implementing Delivery Orders -- Delivery Orders for cleanup services are to be issued to the contractor Program Manager (or designee), on a fixed rate, indefinite quantity basis, with time and materials provisions. In the event of an emergency, an oral order may be issued by the Ordering Officer, to be confirmed within 48 hours by a written Delivery Order. Procedures for initiating contractor response services are described in detail in Chapter IV.

- Subcontracting -- The contractor is required to competitively subcontract all transportation and ultimate storage or disposal of oil and hazardous substances at a RCRA-permitted disposal facility, unless the Contracting Officer gives prior written approval that competition is not required (e.g., no other facilities are available within the necessary time). One prime contractor who is performing removal work may use another prime contractor in that zone as a subcontractor for transportation and/or disposal on that response, provided that full and open competition is obtained. The OSC and contractor Response Manager are responsible for identifying the basic requirements for services and for developing a list of potential sources. With the approval of the OSC, the contractor is responsible for obtaining the subcontractor, including: developing the bid package; soliciting bids; and evaluating proposals.

- Cost control and recordkeeping -- During removal actions, the ERCS contractor Program Manager and Response Manager will coordinate with the OSCs to implement procedures for managing the site operations and effectively monitoring the costs. This management system must ensure the efficient use of public monies and enable all removal costs to be measured against contractual and statutory ceilings. The system used by the contractor should be compatible with the procedures for monitoring project performance and financial management described in Chapter V.

- Quality Assurance Requirements (QA) -- The ERCS contractor is required to institute a quality assurance program that will ensure that environmental monitoring data of known quality are provided. The OSC may request the contractor to develop, implement and manage a quality assurance project plan for each separate cleanup action, ensuring that all quality assurance requirements, including zone or Region-specific requirements, are met. "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" (QAMS-005/80) contains detailed information on EPA's quality assurance program and can be obtained from the Office of Monitoring Systems and Quality Assurance.

- Personnel Protection -- The OSC is responsible for assuring the safety of all individuals on site at all times. The required level of protection as specified by the OSC is to be followed by the contractor. Exhibit II-4 specifies the definitions of each level of protection. The OSC's determination of the required level of protection is considered final. Where the contractor is required to develop a specific site safety plan as part of a Delivery Order, the plan is to be submitted to the OSC for review and approval prior to commencing work. Where a site

Exhibit II-4
PROTECTIVE EQUIPMENT TYPES, BY LEVELS

LEVEL A PERSONAL PROTECTIVE EQUIPMENT

- Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
- Fully encapsulating chemical-resistant suit
- Coveralls*
- Underwear, long cotton underwear*
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
- Hard hat* (under suit)
- Disposable protective suit, gloves, and boots* (Worn over fully encapsulating suit)
- 2-way radio communications

LEVEL B PERSONAL PROTECTIVE EQUIPMENT

- Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)

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* Optional

EXHIBIT II-4 (continued)

- Chemical-resistant clothing (overalls and long sleeved jacket; coveralls; hooded, one- or two-piece chemical-splash suit; disposable chemical-resistant coveralls)

- Coveralls*

- Gloves (outer) chemical-resistant

- Gloves (inner) chemical-resistant

- Boots (outer) chemical-resistant, steel toe and shank

- Boots (outer) chemical-resistant (disposable)*

- Hard hat (face shield)*

- 2-way radio communications (intrinsically safe)

LEVEL C PERSONAL PROTECTIVE EQUIPMENT

- Full-face, air purifying respirator (MSHA/NIOSH approved)

- Chemical-resistant clothing (one-piece coverall; hooded, two-piece chemical splash suit; chemical-resistant hood and apron; disposable chemical-resistant coveralls)

- Coveralls*

- Gloves (outer), chemical-resistant

- Gloves (inner), chemical-resistant

---

* Optional

EXHIBIT II-4 (continued)

- Boots, steel toe and shank, chemical-resistant
- Boots (outer), chemical-resistant (disposable)*
- Hard hat (face shield)*
- Escape mask*
- 2-way radio communications (intrinsically safe)

LEVEL D PERSONAL PROTECTIVE EQUIPMENT

- Coveralls
- Gloves*
- Boots/shoes, safety or chemical-resistant steel toe and shank
- Boots (outer), chemical-resistant, disposable*
- Safety glasses or chemical splash goggles*
- Hard Hat (face shield)*
- Escape mask*

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* Optional

safety plan is provided by the Government, the contractor agrees to follow the plan unless objections are made known to the OSC. The contractor may operate at a higher level of protection than that specified by the OSC, but must bear any extra costs associated with the additional protection.

3. MISCELLANEOUS CONTRACT REQUIREMENTS

Special provisions in the contract cover publicity, confidentiality of information, conflict of interest, and contractor liability. These provisions are discussed below.

3.1 Liability

Liquidated Damages

The contractor may be liable for liquidated damages for each hour of delay under a particular Delivery Order until such time as the Government may reasonably obtain performance of similar services. If the contractor fails to arrive at the site in the required time, the OSC/Ordering Officer has the authority to issue a "Notice of Failure to Perform or to Make Progress in Performance" ("Cure Notice")*, which is a preliminary notice of default. Such a "cure notice" can also be used in cases where the contractor's performance and progress have not been satisfactory. The Delivery Order may be terminated for default, or the Government may elect to use the ERCS contractor anyway, regardless of delays. If the

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* A detailed discussion of "cure notices" is provided in Section 4 of Chapter IV. OSCs should consult this Section for a description of the specific procedures to be followed in preparing "cure notices" and their responsibilities in making certain that proper communication and documentation requirements are met.

Delivery Order is not terminated, the contractor must continue performance and be liable to the Government for liquidated damages. The contractor shall not be terminated for default nor liable for liquidated damages for delays due to causes beyond the control and without the fault or negligence of the contractor, pursuant to the provisions of the contract for "Excusable Delays."

Insurance Requirements

The contractor must maintain insurance as required by the Federal Acquisition Regulations and detailed in the contract, as well as any additional insurance that the Contracting Officer may require with respect to the performance of the contract.

At a minimum, he must maintain the following types of insurance:

- Workmen's compensation and occupational disease insurance in amounts to satisfy state law;

- Employer's liability insurance in the minimum amount of $100,000 per occurrence;

- Comprehensive general liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of $1,000,000 per occurrence;

- Comprehensive automobile liability insurance in the minimum amounts of $100,000 per person and $300,000 per occurrence for bodily injury and $10,000 per occurrence for property damages;

- When aircraft are used in the performance of the contract, aircraft public and passenger liability insurance in such amounts as the Contracting Officer may require or approve; and

- When vessels are used in the performance of the contract, vessel collision liability and protection and indemnity liability insurance in such amounts as the Contracting Officer may require or approve.

With the written approval of the Contracting Officer, the contractor may maintain a self-insurance program. The contractor shall be reimbursed the reasonable cost of insurance for the portion allocable to the contract (including reserves for self-insurance).

The Government will hold harmless and indemnify the contractor against claims (including expenses of litigation or settlement) by third persons (including employees of the contractor) for death, bodily injury, or loss of or damage to property arising out of performance of the contract, to the extent that such a claim is not compensated by insurance or otherwise and does not arise from actions that constitute gross or willful negligence by the contractor. Any such claim within deductible amounts of the contractor's insurance will not be covered. Reimbursement for such liabilities to third persons will not cover liabilities for which the contractor has failed to insure as required or to maintain insurance as approved by the Contracting Officer. The Government may discharge its liability by making payments directly to the contractor or to parties to whom the contractor may be liable.

With the prior written approval of the Contracting Officer, the contractor may include in any subcontract under the contract the same provisions, whereby the Contractor may indemnify the subcontractor.

The contractor is required to:

- Promptly notify the Contracting Officer of any claim or action against the contractor or any subcontractor which reasonably may be expected to involve indemnification

- Furnish evidence of proof of any claim in the manner and form required by the Government

- Immediately furnish the Government copies of all pertinent papers received by the contractor. The Government may direct, control or assist the settlement or defense of any such claim or action. The contractor must comply with the Government's directions, and execute any authorizations required in regard to such settlement or defense.

3.2 Publicity and Confidentiality of Information

The contractor must acknowledge EPA support whenever the work funded in whole or in part by the contract is publicized. The ERCS contractor must be cognizant of site-specific community relations plans developed by EPA Regional personnel or by other contractors (e.g., REM, FIT or TAT). Although the cleanup contractor will not be required to prepare community relations plans, he must abide by the provisions of such plans during removal action.

The OSC's principal responsibility is to protect public health and the environment until the removal is completed. During removals, the OSC's primary community relations responsibility is to inform the community about the response actions and their effects on the community. Any data that are generated or obtained by the contractor during performance of a removal are considered confidential and not to be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the OSC.

3.3 Conflict of Interest

The ERCS contractor is required to provide to the Government (within thirty (30) days after award of the contract) a list of all known sites at which there may be an actual, potential, or apparent conflict of interest in performing cleanup services at that location. In the event that additional sites become known after submission of that list, the contractor must immediately notify the Government of any such additions.

Further, prior to accepting any Delivery Order to conduct cleanup services at any site, the contractor must immediately notify or reaffirm to the Ordering Officer any actual, potential, or apparent conflict of interest the firm or any of its employees may have (including subcontractors and their employees who will be performing any portion of the cleanup services) by working at that site. If it is determined that any such actual, potential or apparent conflict of interest does exist, the Government reserves the right to cancel or terminate the Delivery Order and use the services of another contractor or make other arrangements for the cleanup services.

3.4 Chain of Custody/Document Control

All work conducted by the ERCS contractor must follow established chain-of-custody and document control procedures. Detailed information pertaining to procedures for each of the areas is available in NEIC Policies and Procedures, U.S. Environmental Protection Agency, National Enforcement Investigations Center (NEIC), Denver, Colorado, May 1978 (Revised February 1983), EPA-330/9/78-001-R. Copies of this document should be obtained by all Regional offices and be distributed to the ERCS contractors' offices as well. The document will serve as the official EPA guidance for ensuring that the procedures are followed.

The OSCs and other Ordering Officers, together with a representative from the Regional enforcement office, will be responsible for ensuring that the contractor adheres to both the chain-of-custody and document control procedures. Periodically, adherence to the provisions will be evaluated by an evidence audit. The evidence audit may be conducted by Regional or Headquarters personnel, or by a Contractor Evidence Audit Team (CEAT) from the NEIC. Evidence audits may examine procedures at the site, in the contractor offices, laboratories, or Regional offices, or combinations thereof.

Because of the possibility of cost recovery efforts in any case in which CERCLA funds are expended, the observation, documentation, and presentation of critical facts and response costs are important to ensure that:

- Potential evidence concerning the site and responsible parties is noted and documented before response activity or the passage of time obscures or eliminates it

- Physical evidence essential at trial is collected and preserved appropriately

- Sufficient evidence of total costs and claims paid from the Fund is maintained and available to support recovery by the Government.

The filing of a cost recovery action should always be presumed, hence the need for diligent collection of relevant documentation.

CHAPTER III

CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

CHAPTER III

CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

KEY TOPICS

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CHAPTER III

CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

This chapter focuses on the management structure of the ERCS contracts. The roles and responsibilities of EPA Headquarters and Regional personnel defined in the following sections provide the framework for effective implementation of the ERCS contracts. The individual responsibilities of key Agency and contractor personnel involved with contract management are also specified. An overview of the ERCS contracts management structure is shown in Exhibit III-1.

1. RELATIONSHIP BETWEEN EPA HEADQUARTERS AND REGIONAL OFFICES

Contract resources are allocated on either a zone-wide* or Region-specific basis and must be managed effectively to ensure that the initiation of site-specific projects is consistent with Superfund program goals and objectives. Two levels of management must be provided by the Agency to successfully plan, execute, and control the work performed by the ERCS contractors. These two components of EPA contract management consist of: 1) overall contract management and program direction, centered in EPA Headquarters; and 2) technical oversight and project management, which is the responsibility of each EPA Regional office and other Federal agencies designated as ERCS contracts users (e.g., USCG).

The following discussion will focus on the relationship between EPA Headquarters and Regional offices and summarize the responsibilities of each. The contract management structure within EPA Headquarters and Regional offices, and the roles and responsibilities of key Agency contract management personnel are discussed in subsequent sections.

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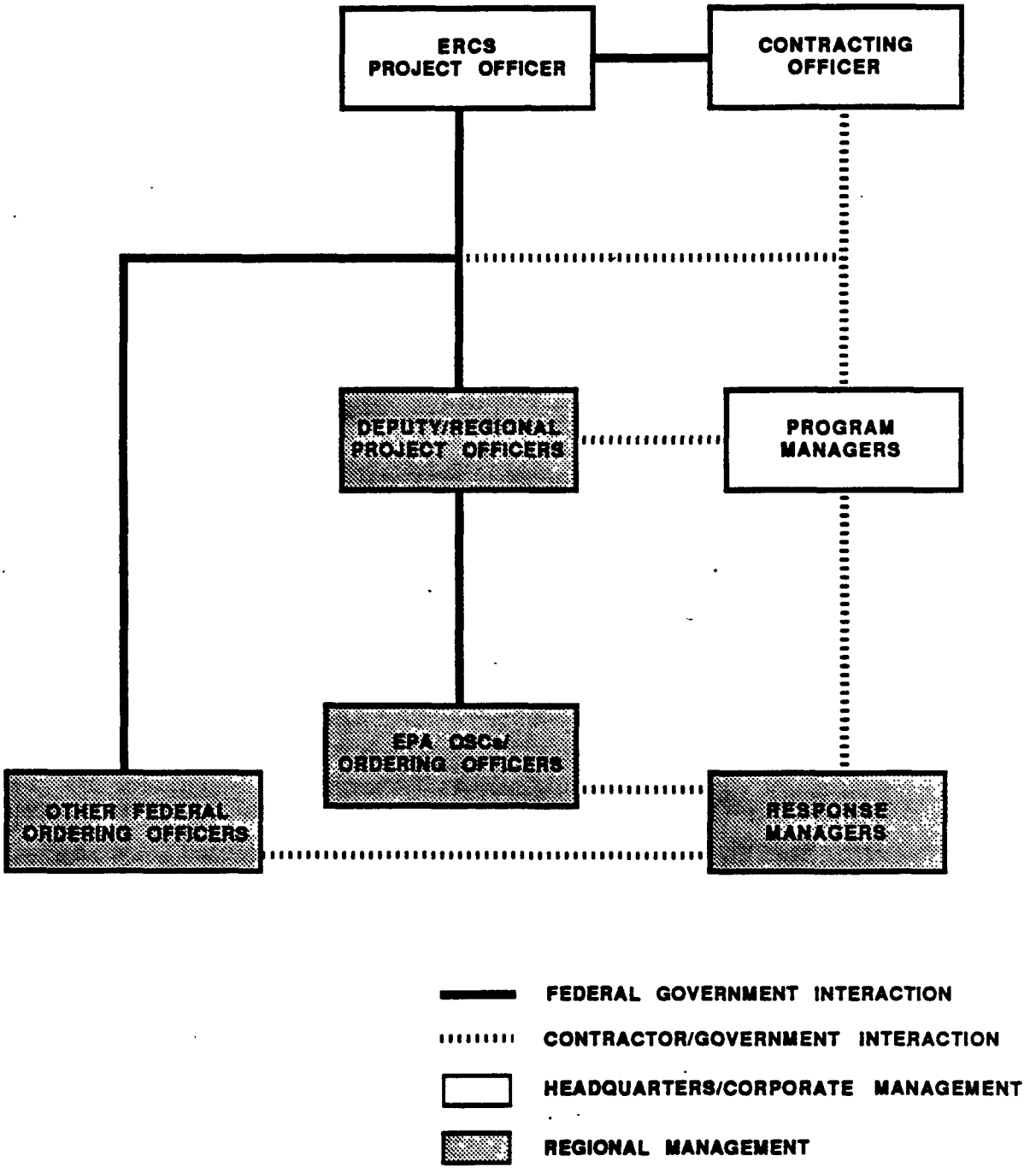
* Only pertains to four ERCS zone contracts. The additional ERCS Regional contracts (Mini-ERCS) are not awarded on a zone-wide basis.

EXHIBIT III-1

ERCS Contract Management Structure



Within EPA Headquarters, the Emergency Response Division (ERD) and the Procurement and Contracts Management Division (PCMD) are charged with overall contract management responsibility for the ERCS contracts. ERD will oversee total resource use and technical direction of the ERCS contracts, work directly with the contractor Program Managers and other ERCS contractor corporate staff, and coordinate implementation of the contracts through the EPA Regional offices. PCMD will be responsible for all contract administration activities, ensuring that contracting is done as authorized by law and regulation and that OSCs have been delegated authority as Ordering Officers and properly trained.

EPA Headquarters management also must coordinate EPA efforts with those of other Federal agencies supporting the Superfund program, such as the U.S. Coast Guard and any other Federal agency or military entity using the ERCS contracts.

The Regional contract management responsibilities of each EPA Regional office complement Headquarters' overall contract management structure. The EPA Regional offices will provide site- or project-specific management by directly overseeing the ERCS contractor's performance during the course of a removal action.

In addition to managing and providing technical direction for removal projects, contract management responsibilities of the EPA Regional offices include:

- Initiation of response services
- Technical and financial progress monitoring
- Project-specific invoice certification.

The following sections describe in greater detail the organization, roles and responsibilities of contract management officials within EPA Headquarters and Regional offices, as well as the management structure and responsibilities of the ERCS contractors.

2. CONTRACT MANAGEMENT STRUCTURE WITHIN EPA HEADQUARTERS

As described in the previous section, EPA Headquarters is responsible for ensuring national program consistency and providing oversight of each ERCS contractor's execution of the requirements specified by the contract Statement of Work. This includes coordinating and implementing the program through the EPA Regional offices and any other Federal offices delegated authority to use the ERCS contracts. A description of the key roles and responsibilities of each component of EPA Headquarters contract management structure is presented below.

2.1 ERCS Project Officer

The ERCS Project Officer is the EPA official with overall responsibility for managing and directing activities under the contracts. As such, the ERCS Project Officer will coordinate with the contractor Program Manager, Contracting Officer, and with the Regions through the ERCS Deputy Project Officers.

In addition to these ongoing responsibilities, the ERCS Project Officer is responsible for monitoring the management portion of each zone contract. The ERCS Project Officer will certify monthly invoices for the management portion.

The ERCS Project Officer will also conduct Regional ERCS contracts management reviews for the purpose of assessing EPA Regional office compliance with the contract management procedures and requirements specified in the ERCS Contracts Users' Manual and the Removal Cost Management Manual. These management reviews should cover four areas:

- Delivery Order preparation and project initiation
- Project monitoring and cost verification
- Invoice/voucher processing
- ERCS contractor evaluation.

The central feature of the management reviews will be on-site visits to each EPA Regional office. Contract management documentation such as Delivery Orders, Contractor Cost Reports (EPA Form 1900-55), project logs, invoices/vouchers, and contractor performance summaries should be reviewed for completeness, appropriateness, and level of detail. Procedures followed by the DPOs and OSCs in managing the ERCS contracts should be examined through personal interviews.

At the conclusion of each site visit, the ERCS Project Officer will be responsible for preparing a draft report of findings and recommendations. This draft report will be submitted to the Regional DPO for comment. Upon receipt of the DPO's comments, the ERCS Project Officer will finalize the draft report and then submit it to the EPA Regional Division Director for a formal response to the recommendations in the report.

2.2 Contracting Officer

The Contracting Officer has the authority to enter into, administer and modify the ERCS contracts. While limited contracting authority will be delegated under the ERCS contracts to Ordering Officers (see section 3.2 in this chapter), the Contracting Officer will retain sole responsibility for most contract administration functions, including:

- Executing all modifications to Delivery Orders, such as ceiling increases and changes in scheduled completion dates

- "Definitizing" each Delivery Order, setting forth the final cost of each Delivery Order after a review of a summary of contractor costs claimed

- Resolving disputes relating to the terms and conditions of the contract or individual Delivery Orders, including any payments

- Conducting audits of contractor records relating to performance under the ERCS contract for the purpose of evaluating the accuracy and completeness of information recorded on invoices.

While Headquarters management roles focus on overall guidance and administration of the ERCS contracts, management duties at the Regional level center largely on the more technical aspects of contractor performance and the site-specific direction of contractor resource use and monitoring. The ERCS contract management roles and responsibilities of the EPA Regional offices are discussed next.

3. CONTRACT MANAGEMENT STRUCTURE WITHIN EPA REGIONAL OFFICES

The EPA Regional offices are charged with the day-to-day oversight of the ERCS contractors' work on site. They ensure that program policies, procedures, goals and objectives are met by the contractors with respect to specific assignments. Regional contract management responsibilities include the technical direction and management oversight of removal projects, progress monitoring, invoice certification, and performance evaluation.

The Regional management structure for administration of the ERCS zone contracts is comprised of two major management positions:

- ERCS Deputy Project Officer
- Ordering Officer.

The functions of these Regional management positions are discussed below.

3.1 ERCS Deputy Project Officer (DPO)

The ERCS DPO's primary responsibility is to oversee and organize required interactions between EPA Regional personnel and the contractor to ensure that correct management procedures are followed. The ERCS DPO may work with the Project Officer or Contracting Officer at EPA Headquarters,

or with the contractor's Response Managers or Program Manager. Key contract management responsibilities of the ERCS DPO include:

- Ensuring that correct management procedures are followed and resolving issues pertaining to the management procedures

- Overseeing contract use at sites by OSCs or other designated Federal officials, including reviewing Statements of Work developed for Delivery Orders

- Receiving, reviewing and distributing monthly contractor invoices and progress reports to OSCs and other designated Federal officials

- Reviewing contractor deliverables and completion reports

- Reviewing the Contractor Performance Summary Reports submitted by OSCs

- Reviewing and concurring in OSC nominations for contractor performance incentive awards

- Responding to the findings and recommendations resulting from Regional ERCS contracts management reviews conducted by the ERCS Project Officer.

In addition to assuming the responsibilities described in this section, the ERCS DPO may also function as an Ordering Officer, whose responsibilities are described below.

3.2 Ordering Officers

Certain individuals will be delegated authority to place orders against the ERCS contracts and will be named as Ordering Officers in the administrative recitals of each ERCS contract. Ordering Officers may be any designated EPA official, including EPA OSCs, ERCS DPOs, and EPA Remedial Project Managers (also involved with oversight of the REM and FIT contracts). Other designated Federal officials (e.g., USCG OSCs) must issue Delivery Orders through the EPA Contracting Officer.

The primary role of the Ordering Officer is to initiate orders for ERCS contractor services and resources. The Ordering Officer is responsible for preparing the Delivery Order, including the development of the Statement of Work and the estimated project ceiling amount. In the event that the Ordering Officer is not the OSC who has been or will be assigned responsibility for directing the removal project, the Ordering Officer should coordinate the preparation of the Delivery Order with the designated OSC. In many instances, the Ordering Officer and OSC will be the same person.

Once the Delivery Order has been issued, the OSC has management responsibility for directing and monitoring the activities performed by the ERCS contractor during the removal action. OSC response management responsibilties include:

- Review and certification of contractor progress against technical objectives, budget and schedule (e.g., review Contractor Cost Report [EPA Form 1900-55])

- Documentation of cost management and related information for each site

- Review and certification of invoices submitted by the contractor for removal projects

- Evaluation of the contractor's performance at the completion of each Delivery Order and completion of the Contractor Performance Summary Form

- Preparation, as warranted, of performance incentive award nominations based on contractor performance.

The roles and responsibilities discussed thus far have focused on the functions of EPA and other Federal personnel. The management responsibilities of the ERCS contractor are discussed in the next section.

4. ERCS CONTRACTOR MANAGEMENT STRUCTURE

The ERCS contractor is required to provide all personnel, materials and equipment as specified in Delivery Orders to conduct removal projects. The contractor will provide such services by establishing an organization consisting of a Program Manager and Response Managers. The Program Manager works primarily in a management mode by maintaining and supporting a network of cleanup personnel, equipment, and materials and by supervising Response Managers. Response Managers manage and supervise cleanup personnel and the on-scene use of equipment and materials to ensure that responses are conducted in exact accordance with the instructions of OSCs or other designated Federal officials. The functions of each of these ERCS contractor management positions are described in the following sections.

4.1 Program Manager

The contractor must designate a Program Manager and provide support staff, facilities, and administrative capabilities as needed to ensure the efficient use of resources for removal projects. The Program Manager interacts with the EPA Project Officer and ERCS DPO, and is responsible for receiving all Delivery Orders and managing their implementation under the ERCS contract. The Program Manager also communicates with the Contracting Officer to resolve issues or disputes relating to

administration of the contract terms or a particular Delivery Order. Other management responsibilities of the Program Manager include:

- Maintaining close communication and coordination with the EPA Project Officer, ERCS DPO and Contracting Officer, which includes reporting any and all problems encountered in performing Delivery Orders and in implementing special controls specified by EPA

- Retaining and managing the distribution of cleanup personnel, equipment, and materials so that all items are available at any location within acceptable time limits

- Receiving and implementing Delivery Orders issued by Ordering Officers

- Designating a Response Manager for each separate cleanup action to work directly with the OSC or other designated Federal official on scene

- Providing overall supervisory and administrative support to all Response Managers

- Developing a quality assurance project plan consistent with EPA Region-specific requirements for each removal project in which environmental measurements will be made

- Providing and maintaining a twenty-four hour call center to provide Ordering Officers with immediate access to cleanup services

- Developing program health and safety plans to protect all cleanup personnel

- Submitting monthly project reports and invoices, as well as any special reports requested by the Project Officer, ERCS DPO, or OSC.

While the Program Manager provides contractor oversight for the contract, the Response Managers, whose duties are described next, are the contractor representatives responsible for managing day-to-day removal project activity as directed by OSCs or other designated Federal officials.

4.2 Response Manager

For each Delivery Order issued to the contractor, the Program Manager will designate a Response Manager. The Response Manager will be fully dedicated to a specific cleanup action for the duration of the response, and will be on scene on a daily basis, unless instructed otherwise by the OSC or designated Federal official in charge. The Response Manager will be responsible for the management and execution of all contractor cleanup activities in exact accordance with the specifications developed in the SOW and in Work Reports (as issued). Other major management responsibilities of the Response Manager include:

- Taking direction, maintaining close communication, and coordinating with the OSC or designated Federal official for the duration of a specific response, and reporting any and all problems encountered in executing cleanup activities

- Conducting on-scene surveys to assist the OSC in developing detailed project work plans

- Providing the OSC or designated Federal official with immediate on-scene access to all contractor cleanup personnel, equipment and materials at a specific response

- Providing administrative support, supervision, and management of cleanup personnel, equipment, and materials provided on scene to ensure that all directives issued by the OSC/Ordering Officer are immediately executed in an acceptable manner

- Providing a daily accounting of costs incurred at a specific site in the format specified by the Contractor Cost Report (EPA Form 1900-55)

- Ensuring that performance of assigned tasks adheres to procedures specified in quality assurance plans

- Implementing a program safety plan to protect all cleanup personnel.

* * * * *

This chapter has described the management structure required to implement the ERCS contracts. The next chapter outlines procedures for initiating and managing contractor cleanup services.

CHAPTER IV

PROCEDURES FOR INITIATING AND MANAGING CONTRACTOR RESPONSE SERVICES

CHAPTER IV

PROCEDURES FOR INITIATING AND MANAGING CONTRACTOR RESPONSE SERVICES

The performance of response cleanup services by the ERCS contractors is initiated through the issuance of written Delivery Orders (DO) by designated EPA officials. The Delivery Order must be consistent with the terms and conditions of the contract and the contract Statement of Work (SOW). This chapter defines procedures for processing Delivery Orders and provides guidance on Delivery Order content and format. The flow diagram shown in Exhibit IV-1 summarizes the sequence of Federal and contractor management interactions and documentation required to initiate contractor response services through the issuance of a Delivery Order.

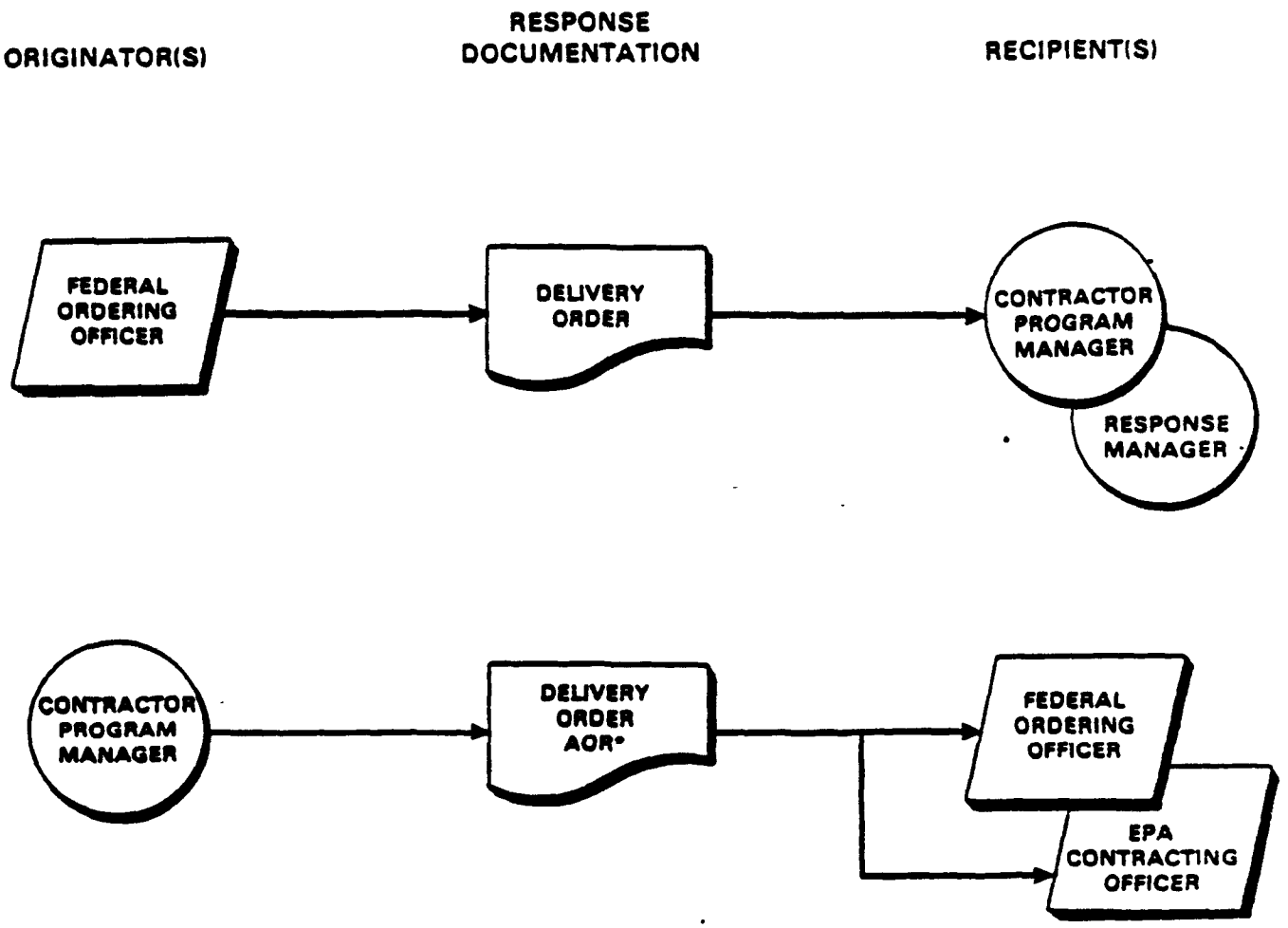
1. ERCS CONTRACTOR SELECTION

As described in Chapter II, the ERCS contracting network consists of two groups of contracts (i.e., four ERCS zone contracts and a separate group of ERCS Regional contracts). It is expected that all of the ERCS contractors will be used. ERCS DPOs, Ordering Officers, and OSCs must select the most appropriate contractor within a zone for any particular removal. Selection officials undoubtedly will base contractor selection decisions on a combination of both objective and subjective criteria that they have devised from past experience. However, if decisions are made solely on an ad hoc basis, relying strictly on intuition and "gut feelings," several problems might arise, including:

- Violation of contract specifications, such as failure to comply with the minimum or maximum level-of-effort, or small and minority-owned business contracting requirements

EXHIBIT IV-1

Initiation of Contractor Response Services



*AOR -- ACKNOWLEDGMENT OF RECEIPT

- Selection of a contractor less qualified to perform a particular removal project than another contractor

- Selection of a contractor whose particular rates result in costs that are not justifiable, thus putting the successful outcome of cost recovery proceedings in jeopardy

- Appearance or actual occurrence of personal conflict of interest.*

This last point is of particular importance since the Superfund program is heavily scrutinized by Congress, industry, environmental groups, and the general public. All Regional selection officials should be familiar with EPA's requirements regarding conflict of interest contained in Guidance on Ethics and Conflicts of Interest (U.S. EPA, February 1984) and the Project Officers Handbook (U.S. EPA, Revised April 1984).

For these reasons, guidance for ERCS contractor selection has been developed. It defines a set of contractor selection criteria and presents a step-by-step procedure to be followed in applying them and in documenting the entire process.

1.1 Initial Screening

There are two factors which must be considered first in any contractor selection decision. These factors are:

- Response time requirements
- Maximum contractual obligation.

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* Personal conflict of interest exists when an EPA employee's judgment or actions in procurement may be improperly influenced or biased in favor of a particular contractor for reasons such as ownership of stock or personal relationship to employees of the contractor.

Their function is to screen out which contractors should be eliminated from further consideration. For example, any contractor unable to meet the response time requirements of the job should not be considered for selection. Similarly, any contractor expected to exceed its maximum contractual obligation should not be eligible for selection, since each ERCS contract stipulates that the Government cannot order work that will exceed the stated maximum dollar ceiling in that contract. Thus, selection officials must always assess these two factors before applying the three selection criteria defined below.

1.2 Selection Criteria Definitions

After the initial screen, three criteria are considered most important for contractor selection. They are:

- Company expertise/experience
- Location
- Equipment and labor rates.

Each of these criteria is defined below. Following each definition is a list of factors to be used by selection officials in assessing how well the different contractors satisfy that particular criterion.

Company expertise/experience - proficiency in conducting hazardous materials removal actions gained through past participation in such projects, including:

- Knowledge of the particular cleanup methods/techniques required for the project

- Technical competence and skill in conducting this type of cleanup

- Completion of required activities on schedule and within budget in similar projects

- Accomplishment of cleanup goals and objectives in similar projects

- Range and depth of experience/reputation in conducting similar projects (e.g., the number of similar cleanups completed by the firm).

Location - the geographic proximity of the contractor (and the contractor's resources) to the job:

- Proximity of personnel, equipment, and materials to the project

- Mobilization/demobilization costs

- Familiarity with local problems.

Equipment and labor rates - the contractor's cost for completing the job, including:

- Unit prices of the particular equipment and material required for the project

- Labor rates for required personnel

- Total estimated costs of the entire project.

These three primary criteria, as presented here, are not ranked in order of priority. The relative importance of the criteria will vary considerably from job to job, depending on the nature and specific requirements of each. It is therefore necessary to order or "weight" the criteria on a case-by-case basis. In this way, the Regional selection official will determine the most important factor(s) for each individual removal action.

Another factor which must also be considered in every selection decision is each contractor's minimum contractual obligation. Each ERCS contract provides that the Government will order a stated minimum quantity of services, and that the contractor will furnish the minimum and any additional quantities, not to exceed a stated maximum. The minimum amount represents the Government's obligation, and must be paid even if the minimum quantities are never ordered. Therefore, Regional selection officials must make sure that the minimum quantities for each contract are ordered within the contract year period of performance.

Other factors that should also be considered in certain case-specific situations include:

- Minority-owned businesses - giving preference to minority-owned businesses

- Rotation - sequential use of contractors that are equally qualified for any particular job

- Mitigating circumstances - giving consideration to extenuating factors that cannot be included in any of the above because of the unpredictable nature of the requirements surrounding the emergency response action.

These factors should be considered in those situations where the three major criteria fail to provide sufficient differences between or among contractors or where there are unique characteristics or circumstances that affect how the three major criteria are considered.

1.3 Using the Selection Criteria

This section provides guidance on how to use the contractor selection criteria. Also included is a sample evaluation form and worksheet. The guidance is presented in the form of a six-step procedure.

Step 1 -- Assess the relative importance of each criterion in terms of the job at hand, and assign a weight to each

Step 2 -- Assess the ability of each contractor to meet the response time requirements of the job

Step 3 -- Assess whether or not each contractor will exceed its maximum contractual obligation as a result of working on the job

Step 4 -- Rate the contractors on each criterion

"3" = Meets the criterion fully;
"2" = Meets the criterion somewhat;
"1" = Does not satisfactorily meet the criterion

Step 5 -- Develop scores for each contractor by multiplying weights by ratings

Step 6 -- Develop a ranking of contractors based on total scores derived for the three major criteria.

Each of these steps is described in detail below. An evaluation form for rating ERCS contractors is provided in Exhibit IV-2. This form, which consists of instructions, worksheets, and a signature page, is to be used for documenting each contractor selection decision. Instructions for filling out the form are provided below and on the first page of the form itself. To help illustrate how the evaluation form is filled out, a detailed example also is provided in Exhibit IV-3, which follows the step-by-step descriptions.

EXHIBIT IV-2

ERCS Contractor Evaluation Form

Site Name: _____ **Location:** _____

Delivery Order No.: _____
(Should be recorded following contractor selection for filing purposes)

INSTRUCTIONS

1. Review each criterion and assess its relative importance.

2. Assign a weight of 1 to 100 to each criterion, indicating its importance in relation to the other criteria. The sum of all the weights for the criteria must be equal to 100. Enter the weights on the worksheet under the column marked "WT." Also, please note in the space provided, any relevant comments concerning the weight distribution.

3. Assess each contractor's ability to meet the response time requirements of the job. Enter a "yes" or "no" as appropriate for each contractor in the space provided on the first page of the worksheet.

4. Assess whether or not each contractor will exceed its maximum contracted obligation (as stated in its contract) by working on the job. Enter a "yes" or "no" as appropriate for each contractor in the space provided on the first page of the worksheet.

5. Rate each contractor on each criterion using the following scale:

   "3" = Meets the criterion fully
   "2" = Meets the criterion somewhat
   "1" = Does not satisfactorily meet the criterion.

   Enter the ratings for each contractor under the column labeled "RATING." Also, please note in the space provided, any relevant comments concerning the rating given a particular contractor for the criterion.

6. Score each contractor on each criterion by multiplying ratings by weights and enter the score in the column labeled "SCORE."

7. Add the scores for all criteria to obtain totals for each contractor. Enter the total score for each contractor in the row labeled "SCORE TOTALS." Adjust total scores upwardly by 20 percent for all contractors whose minimum contractual obligations have not yet been met and record these adjusted scores in the row labeled "ADJUSTED TOTALS."

8. Rank the contractors according to their total scores and list them in descending order, beginning with the contractor with the highest score through the contractor with the lowest score, on page 4 of this form in the space labeled "Rankings."

9. Assess the scores and rankings, as well as any additional relevant factors pertaining to the contractor support required for the removal, and then name the contractor selected.*

10. Provide a brief description, on page 4 of this form, summarizing the contractor selection decision. The selection offical must also sign and date the completed form on the bottom of page 4.

---

* Selection officials need not necessarily select the contractor with the highest score. Other factors may also be considered in making the final decision. These factors, however, must be thoroughly explained in the space labeled "Brief Summary of Contractor Selection Decision."

EXHIBIT IV-2 (continued)

ERCS Contractor Evaluation Form

Worksheet

CONTRACTORS									
Can the contractor meet the response time requirements for the job?		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐	
Will the Contractor exceed the maximum contracted obligation on this job?		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐		YES ☐ NO ☐	
EVALUATION CRITERIA	**WT.**	RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE
COMPANY EXPERTISE/EXPERIENCE									
- knowledge of particular cleanup methods/ techniques needed for the job - technical competence & skills in conducting similar projects - completion of required activities on schedule & within budget on similar projects - accomplishment of cleanup goals & objectives on similar projects - range & depth of experience/reputation		***COMMENTS:***							
EQUIPMENT & LABOR RATES									
- unit prices of equipment & material - labor rates for required personnel - total costs of the entire project		***COMMENTS:***							
PAGE ONE SUBTOTALS									

EXHIBIT IV-2 (continued)
ERCS Contractor Evaluation Form

Worksheet

PAGE 3 of 4

EVALUATION CRITERIA (Continued)	WT.	CONTRACTORS A		B		C		D	
		RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE
LOCATION									
- proximity of personnel, equipment & materials - mobilization/demobilization costs - familiarity with local problems		*COMMENTS:*							
PAGE ONE SUBTOTALS									
SCORE TOTALS									
ADJUSTED TOTALS *									

* These totals should be calculated only for contractors whose minimum contractual obligations have not been met. "ADJUSTED TOTALS" are determined by increasing "SCORE TOTALS " by 20 percent.

EXHIBIT IV-2 (continued)

ERCS Contractor Evaluation Form

SIGNATURE PAGE

Contractor Rankings	Scores

Name of Contractor Selected: _____

Summary of Contractor Selection Decision:

_____

_____

_____

_____

_____

_____

_____

Signature and Title of Selection Official:

_____ **Date:** _____

EXHIBIT IV-3

ERCS CONTRACTOR SELECTION: AN ILLUSTRATED EXAMPLE

Description of Situation

A fertilizer and pesticide distribution warehouse located in an industrial/residential area of Uptown, NY has caught fire, resulting in an explosion and release of airborne contaminants. The incident is threatening nearby residents with air, soil, drinking water, and surface water contamination. EPA has been notified of the incident, and an OSC has been assigned responsibility.

Response Requirements

In assessing the situation, the OSC determines that the explosion has sent toxic fumes into the air, necessitating the evacuation of all nearby residents. The OSC also determines that substantial amounts of pesticides, chemicals, and contaminated debris need to be removed and disposed of as quickly as possible. The incident requires the rapid response services of an ERCS contractor. The incident also requires that the contractor be experienced and skilled in sampling and analysis, evacuation and temporary housing of evacuees, and techniques for removing, transporting, and disposing of contaminated materials.

Contractor Selection

In selecting a contractor to respond to the Uptown Warehouse incident, the OSC obtains a blank copy of the "ERCS Contractor Evaluation Form" and then completes it according to the instructions on the first page of the form. The OSC has four contractors from which to choose. The evaluation form on the following four pages illustrates how the OSC might go about evaluating these contractors and selecting the most appropriate one.

EXHIBIT IV-3 (continued)

ERCS Contractor Evaluation Form

Site Name: Uptown Warehouse **Location:** Uptown, NY

Delivery Order No.: 9999-08-009
(Should be recorded following contractor selection for filing purposes)

INSTRUCTIONS

1. Review each criterion and assess its relative importance.

2. Assign a weight of 1 to 100 to each criterion, indicating its importance in relation to the other criteria. The sum of all the weights for the criteria must be equal to 100. Enter the weights on the worksheet under the column marked "WT." Also, please note in the space provided, any relevant comments concerning the weight distribution.

3. Assess each contractor's ability to meet the response time requirements of the job. Enter a "yes" or "no" as appropriate for each contractor in the space provided on the first page of the worksheet.

4. Assess whether or not each contractor will exceed its maximum contracted obligation (as stated in its contract) by working on the job. Enter a "yes" or "no" as appropriate for each contractor in the space provided on the first page of the worksheet.

5. Rate each contractor on each criterion using the following scale:

   "3" = Meets the criterion fully
   "2" = Meets the criterion somewhat
   "1" = Does not satisfactorily meet the criterion.

   Enter the ratings for each contractor under the column labeled "RATING." Also, please note in the space provided, any relevant comments concerning the rating given a particular contractor for the criterion.

6. Score each contractor on each criterion by multiplying ratings by weights and enter the score in the column labeled "SCORE."

7. Add the scores for all criteria to obtain totals for each contractor. Enter the total score for each contractor in the row labeled "SCORE TOTALS." Adjust total scores upwardly by 20 percent for all contractors whose minimum contractual obligations have not yet been met and record these adjusted scores in the row labeled "ADJUSTED TOTALS."

8. Rank the contractors according to their total scores and list them in descending order, beginning with the contractor with the highest score through the contractor with the lowest score, on page 4 of this form in the space labeled "Rankings."

9. Assess the scores and rankings, as well as any additional relevant factors pertaining to the contractor support required for the removal, and then name the contractor selected.*

10. Provide a brief description, on page 4 of this form, summarizing the contractor selection decision. The selection offical must also sign and date the completed form on the bottom of page 4.

---

* Selection officials need not necessarily select the contractor with the highest score. Other factors may also be considered in making the final decision. These factors, however, must be thoroughly explained in the space labeled "Brief Summary of Contractor Selection Decision."

EXHIBIT IV-3 (continued)
ERCS Contractor Evaluation Form

PAGE 2 of 4

Worksheet

CONTRACTORS		A		B		C		D	
Can the contractor meet the response time requirements for the job?		YES [X]	NO [ ]	YES [X]	NO [ ]	YES [X]	NO [ ]	YES [ ]	NO [X]
Will the Contractor exceed the maximum contracted obligation on this job?		YES [ ]	NO [X]	YES [ ]	NO [X]	YES [X]	NO [ ]	YES [ ]	NO [ ]
EVALUATION CRITERIA	**WT.**	RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE
COMPANY EXPERTISE/EXPERIENCE	50	3	150	2	100				
- knowledge of particular cleanup methods/ techniques needed for the job - technical competence & skills in conducting similar projects - completion of required activities on schedule & within budget on similar projects - accomplishment of cleanup goals & objectives on similar projects - range & depth of experience/reputation		***COMMENTS:*** Contractor "A" is known to have the requisite skills and knowledge to successfully complete the job. It also has extensive experience in conducting similar types of jobs, including the successful cleanup of an explosion at a chemical plant in Ohio. Contractor "B" also has the requisite skills and knowledge to do a successful job, but does not have any experience with similar jobs.							
EQUIPMENT & LABOR RATES	25	1	25	3	75				
- unit prices of equipment & material - labor rates for required personnel - total costs of the entire project		***COMMENTS:*** Contractor "A" rates are about 20% higher than those of Contractor "B," and will result in a significantly higher total cost. Contractor "B" rates will result in total project costs lower than those estimated by EPA.							
PAGE ONE SUBTOTALS	75		175		175				

EXHIBIT IV-3 (continued)
ERCS Contractor Evaluation Form

Worksheet

PAGE 3 of 4

EVALUATION CRITERIA (Continued)	WT.	CONTRACTORS A		B		C		D	
		RATING	SCORE	RATING	SCORE	RATING	SCORE	RATING	SCORE
LOCATION	25	1	25	3	75				
- proximity of personnel, equipment & materials - mobilization/demobilization costs - familiarity with local problems		***COMMENTS:*** Cohtractor "A" is located over 500 miles away, while contractor "B" is less than 50 miles away. Contractor "A" costs will be higher as a result, and Contractor "B" costs will be lower							
PAGE ONE SUBTOTALS	75		175		175				
SCORE TOTALS	100		200		250				
ADJUSTED TOTALS *	100		200		300				

* These totals should be calculated only for contractors whose minimum contractual obligations have not been met. "ADJUSTED TOTALS" are determined by increasing "SCORE TOTALS " by 20 percent.

EXHIBIT IV-3 (continued)

ERCS Contractor Evaluation Form

SIGNATURE PAGE

Contractor Rankings	Scores
Contractor "A"	200
Contractor "B"	300

Name of Contractor Selected: Contractor "B"

Summary of Contractor Selection Decision:

Contractor "B" scored substantially higher than Contractor "A" on the three criteria and has not yet met its minimum contractual obligation. On this basis, Contractor "B" is the most appropriate choice for the job.

Signature and Title of Selection Official:

_____ **Date:** _____

Step 1 - Assess Criteria and Assign Weights

The first step in the contractor selection process is to assess each criterion for its relative importance to the particular job at hand. This is done by assigning a weight based on a scale of 1 to 100 for each criterion such that the total of the numbers for all the criteria is 100. Selection officials should use their best professional judgment in assigning weights. To illustrate how this can be done, the following example is provided.

EXAMPLE: An emergency hazardous waste spill has occurred, and preliminary information reveals that the spill is complex in nature and will require a firm with considerable skill and expertise to achieve successful cleanup.

Based on this information, the selection official assigns the following weights to the three criteria:

Criterion	Weights
Company expertise/experience	60
Location	25
Equipment and labor rates	15
Total	100

A weight of "60" is given to company expertise/experience because it is considered by the selection official to be the most important criterion for this project. It is considered important because of the complex nature of the project. The contractor selected for the job must be extremely knowledgeable, proficient, and experienced in conducting this type of cleanup job. The remaining two criteria are not considered to be as important and are, therefore, given lower weights.

The weights provided in this example are, of course, only illustrative of how selection officials might assess the three selection criteria for this project. Other weights could have been given. The intent here is simply to offer general guidance on how one might go about assigning weights to the three selection criteria.

Another example is provided below to illustrate a different set of weights for a different situation.

EXAMPLE: A non-emergency removal action has been planned as part of a remedial site cleanup. The types and quantities of services, personnel, and other resources required by the removal action are relatively minimal. The job is considered simple and straightforward and does not require any special expertise or skills.

Based on this information, the selection official assigns the following weights to the three criteria:

Criterion	Weights
Company expertise/experience	15
Location	35
Equipment and labor rates	50
Total	100

In evaluating these criteria, the selection official assesses the requirements of the removal project and determines that because the project will not require any special expertise or skills, company expertise/experience is relatively unimportant; therefore, it is assigned a weight of 15. The selection official then decides that since the technical requirements of the project are minimal, the most important criteria should be equipment and labor rates ("50") and location ("35"). The selection official assumes that most contractors will be about equal in meeting the requirements of the project and, therefore, believes that it is important to base the contractor selection decision mostly on "cost" and "location."

The worksheet portion of the ERCS Contractor Evaluation Form (pages 2 & 3 of the form) shown in Exhibit IV-2 should be used for recording assigned weights; they should be placed directly across from each criterion under the column headed "WT."

Step 2 - Assess Response Time Capabilities of Contractors

The second step in the contractor selection process is to determine whether or not each contractor can satisfy the response time requirements of the job. That is, can personnel, equipment, and materials be mobilized on time? Any contractor unable to respond in the required time should be eliminated from further consideration.

Determination of a contractor's ability to respond in the required time can be based upon:

- The response time requirements identified in the contractor's contract

- A statement from the contractor indicating whether or not response time requirements can be met.

Selection officials should use their own best judgment in deciding which of these two sources to use. In certain emergency situations, where immediate response is required, there may not be enough time to call contractors. In these cases, it may be necessary to rely exclusively on the response time limits specified in the contracts. On other occasions, where time is not as critical, phone calls may be possible.

After a determination is made of each contractor's ability to respond, the answers should be recorded on the worksheet portion of the ERCS Contractor Evaluation Form (page 2 of the form). A "yes" or "no" response should be indicated for each contractor under consideration. In doing so, each contractor's name should be written at the top of the worksheet in the space provided.

Step 3 - Assess Contractor Status Regarding Maximum Contractual Obligations

The third step in the process is to assess each contractor's maximum contractual obligation in relation to the estimated cost of the job at hand. That is, will the contractor exceed its maximum contractual obligation as a result of being selected for the job? Any contractor whose maximum contractual obligation will be exceeded should be eliminated from further consideration.

Answers should be recorded on the first page of the worksheet portion of the ERCS Contractor Evaluation Form. A "yes" or "no" response should be indicated for each contractor under consideration.

Step 4 - Rate Each Contractor

After establishing which contractors will be able to meet the response time requirements of the job and which contractors will not exceed their maximum contractual obligations, selection officials should rate these contractors on each criterion. The ratings should range from 1 to 3, where "1" indicates that the contractor does not satisfactorily meet the criterion; "2" indicates that the contractor meets the criterion somewhat; and "3" indicates that the contractor meets the criterion fully. In rating each contractor, selection officials should make certain that they consider all the factors listed under each criterion. They should base their ratings on any relevant information to which they have access as well as on their own personal knowledge of the contractor's expertise, experience, capabilities, and so forth. Selection officials should develop as much objective information and documentation as possible on each contractor before assigning ratings. This will help to ensure a fair and unbiased assessment.

Again, selection officials should use the worksheet portion of the ERCS Contractor Selection Form (Exhibit IV-2) to record assigned contractor ratings. Ratings for each contractor should be placed immediately under the column, "RATING." Ratings should be provided for each of the three criteria.

Step 5 - Develop Contractor Scores

Each contractor is then scored on each criterion. Scores are obtained by multiplying the weight by the rating. Total scores are calculated by adding all the individual criterion scores. The following example is illustrative.

EXAMPLE: Suppose that the following weights and ratings are determined:

Criteria	Contractor "A" WT	Rating	Score
Company expertise/experience	60	3	180
Location	25	1	25
Equipment and labor rates	15	2	30
Total	100		235

Individual criterion scores are obtained by multiplying the weight by the rating. A score of "180" is obtained on the first criterion by multiplying the weight of 60 by the rating of 3. Similarly, a score of "25" is obtained on the second criterion by multiplying the weight of 25 by the rating of 1 and so on. The total score of "235" is obtained by adding the individual criterion scores.

In those cases where a contractor has not yet reached its minimum contractual obligation, that contractor's total score should be adjusted upward by 20 percent. This adjustment gives preference to contractors whose minimum contractual obligations have not yet been met. For example, Contractor "A's" total score of 235 would be adjusted to 282 (235 x .20 = 47; 47 + 235 = 282) if its minimum contractual obligation had not yet been met.

Scores should be recorded on the worksheet portion of the ERCS Contractor Evaluation Form under the columns headed "SCORE." Scores should be recorded for each criterion and each contractor. Total scores should be recorded at the bottom of the worksheet across the row labeled "SCORE TOTALS." Adjusted scores should be recorded across from "ADJUSTED TOTALS."

Step 6 - Develop Rankings of Contractors and Make the Selection Decision

Based on the scores obtained in Step 5, the selection official should rank the contractors from highest to lowest. A space for ranking the contractors, along with their scores, is provided for on page 4, the "signature page," of the ERCS contractor evaluation form. This ranking

will reflect an ordering based on a rational assessment of those criteria considered important in the contractor selection process.

The intent of the ranking, of course, is to assist selection officials in their job of choosing which ERCS contractor to use. It is not meant to be a substitute for individual experience and judgment, but rather as a decision-making tool to quantify that judgment so that decisions will be fully supportable.

Selection officials should not consider themselves bound by the final ranking of contractors. Scores represent only one aspect of the contractor selection decision. Additional factors may also be present, such as those mentioned in the previous section. It is the responsibility of the selection official to assess the importance of these other factors in relation to the final ranking of contractors before making the decision. All final contractor selection decisions must be explained on the last page of the form in the space labeled "Brief Summary of Contractor Selection Decision."

Additional factors will also be extremely important in those cases where all the contractors receive the same score. In the event of a tie score, selection officials should assess factors peculiar to the situation which might favor the use of one contractor over another. If, after assessment of these factors, no contractor seems to be more appropriate than any other for the job, then the selection official should select the contractor that has used the smallest percentage of its maximum contractual obligation. For example, if Contractor "A" has used only 10 percent of its maximum while Contractor "B" has used 20 percent, then Contractor "A" should be selected. In cases where all contractors are equal on this factor, the selection official should determine which of the contractors under consideration are minority owned. Generally, the selection official will know which contractors are minority owned; if not, however, this determination can be made by contacting the ERCS Contracting Officer (CO). If only one of these contractors is minority owned, the

selection official should select this contractor for the job. If more than one are minority owned, the selection official should select the minority-owned contractor not used most recently. Finally, if the selection official determines that none of the contractors under consideration is minority owned, the selection official should select the contractor not used most recently.

1.4 Documentation of Contractor Selection Decisions

All contractor selection decisions are to be documented as described above by using an ERCS Contractor Evaluation Form (Exhibit IV-2). Completion of this form is required to establish and maintain a written record of the justification for all contractor selection decisions. The original version of each completed evaluation form should be submitted to the ERCS CO in the Procurement and Contracts Management Division (PCMD). A copy of the form should be kept along with other information for the Delivery Order in Regional files.

1.5 Zone Crossovers

As described in Chapter II, an ERCS zone contractor may be requested to support Federal OSCs in a zone other than the contractor's assigned geographical zone. If the need arises for a zone crossover, the ERCS DPO (from the zone initiating the request for services) should supply the Project Officer with the following information:

- Reason for the zone crossover (e.g., conflict of interest, contractor resource shortage)

- A description of services required

- The location and period for which services are required

- The project ceiling amount

- Date and time contractor is required on site.

The Project Officer will be responsible for coordinating the zone crossover with the ERCS DPO(s) and Contracting Officer. All contractual requirements and arrangements concerning the zone crossover (e.g. terms and conditions, prices, etc.) will be finalized by the Contracting Officer. If the required services cannot be provided by another zone contractor, the Project Officer will work with the ERCS DPO in obtaining the services from some other contractor.

2. DELIVERY ORDER PREPARATION AND PROCESSING

All Delivery Orders will be issued by Ordering Officers (e.g., ERCS DPOs, EPA OSCs, or Contracting Officers) for individual removal actions. These Delivery Orders will be issued on a fixed rate, indefinite quantity basis, with time and material provisions.

This section on Delivery Order preparation and processing describes procedures which include:

- Oral Delivery Orders
- Delivery Order completion and processing instructions.

The procedures described in this section are applicable to both the ERCS zone contracts and the separate ERCS Regional contracts.

2.1 Oral Delivery Orders

As indicated in the introduction to this chapter, Delivery Orders can be issued orally to the ERCS contractors. This flexibility is designed to

enhance response capabilities under the ERCS contract network. However, any oral order must be confirmed by a written Delivery Order within 48 hours.

When the ERCS contractor is contacted by telephone for purposes of orally issuing a Delivery Order, the Ordering Officer should simultaneously complete a Delivery Order form noting:

- Date and time of the order (all references to time specified in the Delivery Order should reflect the local time of the location where services are to be provided)

- Contractor representative contacted (should be a person authorized to commit the contractor) and telephone number

- Response Manager or contractor representative authorized to take direction from the OSC at the site and his/her telephone number

- Response location

- Date and time the contractor is required on site

- Date and time contractor agrees to be on site

- Brief narrative of the services required (e.g., personnel, equipment, and materials) and level of protection (e.g., health and safety) required.

Some of these items can be completed before the call is made to the contractor. For example, the response location or the level of safety protection required may be known ahead of time and could be completed in advance.

By completing the Delivery Order form during (or for some items directly before) the discussion with the contractor, the Ordering Officer will:

- Provide the contractor clear direction of the services needed
- Document personnel, equipment, and materials expected on site
- Establish the OSC-Response Manager site-management relationship
- Facilitate completion of the written Delivery Order issued to the contractor at the site.

The information recorded during issuance of the oral Delivery Order will be important should there be any dispute concerning the contractor's ability to provide the services within the required response times (see section 3.1 on Liability, in Chapter II).

2.2 Delivery Order Completion and Processing Instructions

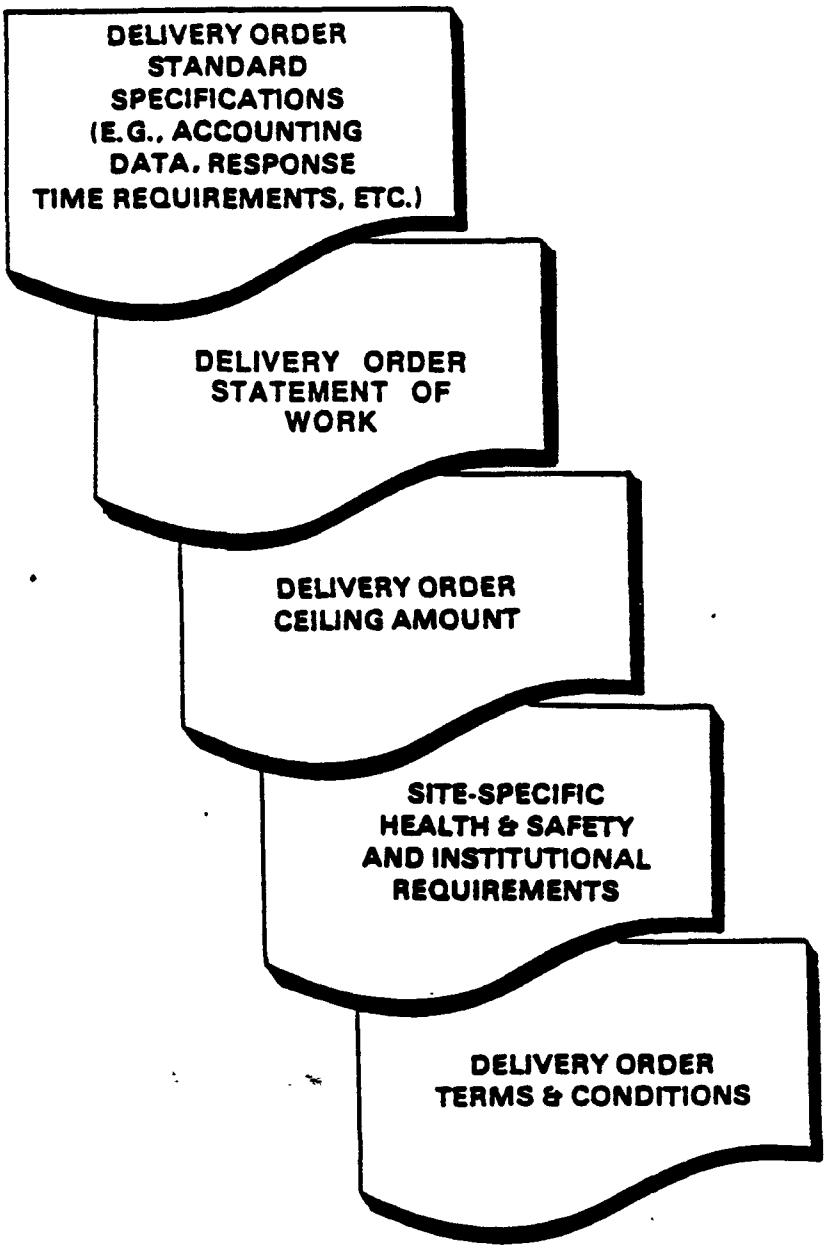
To initiate services to be performed by the ERCS contractor to conduct removals of oil and hazardous substances, Ordering Officers must prepare written Delivery Orders consisting of the elements shown in Exhibit IV-4. The Delivery Order specifies the services to be performed by the ERCS contractor in executing a specific removal action. Each Delivery Order establishes a ceiling amount that constitutes the maximum amount for which the Government shall be liable. The completion and processing of Delivery Orders is outlined below.

Delivery Order Completion Instructions

Delivery Order preparation is the responsibility of the Federal Ordering Officer. A standard format is used for the Delivery Order

EXHIBIT IV-4

ERCS Contracts Delivery Order Elements



(see Exhibit IV-5). All items in the Delivery Order must be completed as explained below.

- Date of Order (Box 1): Enter the date of issuance of the Delivery Order to the contractor.

- Contract No. (Box 2): Enter the contract number (e.g., 68-01-xxxx) of the ERCS contract under which services are being ordered.

- Order No. (Box 3): Enter a nine (9) digit Delivery Order number which sequentially consists of:

  - Last four digits of the contract number (See box 2 above)

  - EPA Region (e.g., 01, 02,. . .10)

  - Three digit number representing the sequence of the Delivery Order being issued in the Region or Agency. (A separate block of numbers will be assigned to non-EPA users of the ERCS contracts [e.g., USCG]).

- Time of Initial Order (Box 4): Enter the time of issuance of the Delivery Order. All references to time on the Delivery Order should reflect the local time at the site where the services are to be provided.

EXHIBIT IV-5

DELIVERY ORDER FOR EMERGENCY RESPONSE CLEANUP SERVICES

(This Delivery Order is subject to all terms and conditions of the contract listed in Block No. 2)

1. DATE OF ORDER	2. CONTRACT NO.	3. ORDER NO.

4. TIME OF INITIAL ORDER	5. DELIVERY ORDER CEILING AMOUNT
☐ AM ____ : ____ ☐ PM _____ Time Zone	$ _____ (Obligated Amount)
	6. ACCOUNTING AND APPROPRIATION DATA Appropriation # _____ Document Control # _____ Account # _____ Object Class _____

7a. ISSUED TO: CONTRACTOR *(Name, Address and Zip Code)*	8a. ISSUED BY: ORDERING OFFICER *(Name, Address and Zip Code)*	
7b. PROGRAM MANAGER *(Name and Phone No.)*	8b. EPA REGION/USCG DISTRICT	8c. ZONE
7c. RESPONSE MANAGER *(Name and Phone No.)*	8d. ON-SCENE COORDINATOR *(Name and Phone No.)*	

9. RESPONSE LOCATION *(Site Name and/or Address and Zip Code)*	10. CONTRACTOR REQUIRED ON SITE *(Date and Time)* ☐ AM ___ / ___ / ___ ___ : ___ ☐ PM _____ Time Zone
	11. REQUIRED WORK COMPLETION DATE ___ / ___ / ___

12. STATEMENT OF WORK: *The Contractor shall furnish the necessary personnel, materials, services, facilities and otherwise do all things necessary for or incident to the performance of the work set forth below:*

13. ORDERING OFFICER

Name/Title	Signature	Date

- Delivery Order Ceiling Amount (Box 5): Enter the total estimated cost of contractor personnel, equipment and materials for which the order is being placed. The ceiling amount represents the amount obligated by the Government for the removal action. The OSC's/Ordering Officer's authority to obligate the Government is limited to $250,000. All initial Delivery Orders or Delivery Order modifications for amounts greater than the initial $250,000 must be obligated by the Contracting Officer. Under no circumstances may the ERCS contractor develop the cost estimate used here. This is the sole responsibility of the Federal Ordering Officer who may, however, seek the assistance of the Technical Assistance Team (TAT) contractor or the Environmental Response Team (ERT) in developing the estimate.

- Accounting and Appropriation Data (Box 6): Accounting and appropriation data consist of four numbers, which should be entered as follows:

  - Appropriation #: 68-20X8145 (does not change).

  - Account # and Document Control # (DCN): Represented by ten (10) and six (6) character numbers respectively. These numbers will be obtained through the Regional Financial Management Officer (FMO).

  - Object Class Code: 25.35 (for all EPA program contracts; does not change).

- Issued To: Contractor (Box 7a): Self-explanatory.

- Program Manager (Box 7b): Enter the name and phone number of the contractor representative authorized to receive the

Delivery Order and commit contract resources to provide the services and supplies required to complete the Statement of Work.

- Response Manager (Box 7c): Enter the name and phone number of the contractor representative designated by the Program Manager as the single point of contact for on-scene coordination and responsible for management and execution of cleanup activities as specified by the OSC or other designated Federal officials.

- Issued By: Ordering Officer (Box 8a): Self-explanatory.

- EPA Region/USCG District (Box 8b): Enter the number for the EPA Region and USCG District (as appropriate).

- Zone (Box 8c): Enter the number of the zone where the site is located:

  Zone 1 - Regions I-III
  Zone 2 - Region IV
  Zone 3 - Region V
  Zone 4 - Regions VI-X.

- On-scene Coordinator (Box 8d): Self-explanatory.

- Response Location (Box 9): Enter the location of the release or site where services are to be performed by the contractor.

- Contractor Required on Site (Box 10): Enter the date and time contractor personnel, equipment, and materials are required on site to implement the removal action.

of the time specified for performance of the order, whichever is less, following receipt. The acknowledgment of receipt of the Delivery Order must be submitted to the Ordering Officer, with a copy forwarded to the Contracting Officer.

It is the Ordering Officer's responsibility to make sure that the contractor submits an acknowledgment of receipt each time a Delivery Order is issued. The acknowledgment of receipt will help preclude misunderstandings between the Ordering Officer and the ERCS contractor over the terms and conditions of the Delivery Order. It will also serve as documented evidence when potential contractual actions, such as Cure Notices (see Section 3.1 on liability in Chapter II), are required to enforce the terms of a work order.

3. DELIVERY ORDER MODIFICATIONS

During the course of a removal, it may become necessary to modify the Statement of Work, completion date, or ceiling amount specified in the Delivery Order. All such changes must be authorized in a written amendment to the Delivery Order using Standard Form 30 (Exhibit IV-6). If increased funding is required for a project, the existing Delivery Order should be amended; a new Delivery Order should not be issued.

Requests for amendments should be prepared by the Ordering Officer or the OSC and forwarded to the Contracting Officer for approval. In most cases, requests and approvals can be handled over the telephone. The Contracting Officer will prepare and sign the amendment and issue it to the contractor. Minor changes, such as adjustments in quantities of labor and equipment, which will not result in an increase to the Delivery Order ceiling can be provided directly to the contractor by the OSC. Such changes, however, should be noted in the written site documentation kept by the OSC, and should be forwarded in writing to the contractor and the Contracting Officer.

EXHIBIT IV-6

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED PROC. REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF

1. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO	4. PROJECT NO (If applicable)
5. ISSUED BY CODE		6. ADMINISTERED BY (If other than block 5) CODE	

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

(Street, city, county, state, and ZIP Code)

8. ☐ AMENDMENT OF SOLICITATION NO. _____

DATED _____ (See block 9)

☐ MODIFICATION OF CONTRACT/ORDER NO. _____

DATED _____ (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to: _____

The changes set forth in block 12 are made to the above numbered contract/order.

(b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☐ This Supplemental Agreement is entered into pursuant to authority of: _____

It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☐ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) / 16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print) / 19. DATE SIGNED

4. NOTICE OF FAILURE TO PERFORM OR TO MAKE PROGRESS IN PERFORMANCE ("CURE NOTICE")

In the event the contractor does not arrive within the required time frame or does not perform assigned tasks satisfactorily, the OSC/Ordering Officer should immediately notify the Contracting Officer. After being apprised of all the pertinent facts, the Contracting Officer may advise the OSC/Ordering Officer to issue a "Notice of Failure to Perform or to Make Progress in Performance" to the contractor (See Exhibit IV-7). This notice is also known as a "cure notice."* It must be issued on the form letter provided by PCMD and no deviations from that format are permitted. All applicable times (notification, response requirements, etc.) must be documented accurately. When the Ordering Officer issues a "cure notice," he or she must simultaneously notify the contractor of its issuance.

Included in this notice is a "cure period," or a time frame in which the contractor must cure his deficiencies or the Government may terminate the Delivery Order for default. The cure period must be consistent with the required response time for that area. In other words, if the contractor has 3 hours to respond from the time of notification, and has not responded within that period, he must be given an additional 3 hours after issuance of the cure notice before the Contracting Officer may terminate that Delivery Order for default. If the contractor has agreed to a shorter response time than that required by the contract (e.g., one hour), then that one-hour period automatically becomes the required response time, and the same amount of time should be given for the cure period.

Once the cure period has expired, the Contracting Officer may institute a termination for default. Since all of this may take place in a very short

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* Additional information on "cure notices" can be found in EPA Superfund Emergency Contracting Procedures, pp. 20-22.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE ISSUED: _____ TIME ISSUED: _____ AM PM _____
(Time) (Time Zone)

NOTICE OF FAILURE TO PERFORM OR TO MAKE PROGRESS IN PERFORMANCE

_____

_____

_____

Attention: _____

Gentlemen:

Subject : Contract No. _____, Delivery Order No. _____

The above-referenced delivery order was issued _____
(verbally or in writing)

to your firm on _____ at _____ AM PM _____.
(Date) (Time) (Time Zone)

This delivery order covered emergency response cleanup services

at _____. At that time, it
(Name and Location of Site)

was agreed, between the undersigned Ordering Officer and

_____, that you were required to respond to
(Name of Contractor's Representative)

this delivery order and be on-scene with all ordered personnel

and equipment at _____ AM PM _____. The following items
(Time) (Time Zone)

were ordered: _____

_____

_____

_____

As of this time, the following condition has occurred:

a. You have failed to arrive with any personnel or equipment

b. Only the following personnel and equipment have arrived:

_____

_____

_____

_____

You are hereby notified that the Government considers your failure to arrive on-scene with all ordered personnel and equipment a condition that is endangering performance of this delivery order in accordance with its terms and the terms of your contract.

Therefore, unless such failure to perform is cured by _____ AM/PM
(Time)
_____, the Government may terminate subject delivery order
(Time Zone)
for default under ARTICLE XLVI and General Provision No. 11 of your contract.

Your attention is directed to your contractual liabilities in the event the delivery order is terminated for default, and you are requested to provide an explanation of your failure to perform the services ordered within the time required. Such explanation must be received by _____ AM/PM _____. Failure to present such
(Time) (Time Zone)
explanation may be taken as an admission that no valid explanation exists.

Sincerely,

_____ _____
Signature of Ordering Officer Name (Print)

cc: Contracting Officer

amount of time, it is extremely critical that the OSC be in contact with the Contracting Officer as early and as often as necessary when such delays are occurring. Any action taken by the OSC, no matter how unimportant it may seem, could potentially waive the Government's right to collect liquidated damages or to terminate a Delivery Order for default. Therefore, good documentation and close communication are vital. It is critical in emergency situations that the OSC keep a log and record exactly the time the contractor was notified and what time the contractor was expected to arrive at the site. The OSC must take care to be precise when communicating orally with the contractor, and have the Program Manager (or his designee) repeat the time they are required to be on scene and what personnel and equipment have been ordered. The OSC/Ordering Officer should be very careful that time zones are clarified in areas where there may be a question. When the contractor arrives, the time must also be noted. In some cases, the OSC's log may be the only available evidence submitted in the event of a dispute, thus all conversations and activities and the times they took place must be recorded with precision.

5. NOTICES REGARDING WORK STOPPAGE ("STOP WORK ORDERS")

An Ordering Officer, OSC or the Contracting Officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by any Delivery Order. The Stop Work Order will be effective for a period not to exceed fourteen (14) calendar days after the receipt of the order by the contractor. The form to be used for issuing a Stop Work Order is shown in Exhibit IV-8*. Upon receipt of such a notice, the contractor must comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon issuance or cancellation of a Stop Work Order to the contractor, the Ordering Officer or OSC must immediately

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* Detailed instructions are provided in the EPA Superfund Emergency Contracting Procedures, pg. 25.

EXHIBIT IV-8

NOTICE REGARDING WORK STOPPAGE

Date:
Contract or Order Number:
Contractor:

A. ☐ **STOP WORK ORDER** — 1. Pursuant to the contract provision entitled "Stop Work Order," you are hereby directed to stop:

☐ all work called for by the above numbered contract.

☐ a portion of the work called for by the above numbered contract. The portion of the work to which this stop work order applies is as follows):

1. You shall stop work as identified above for a period of _____ calendar days after receipt of this stop work order. You are directed to take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this order during the work stoppage period.

2. You may submit a claim for an equitable adjustment in the contract performance period or contract price (or cost), or both, and in any other provisions of the contract that may be affected by the work stoppage. Such claim shall be submitted within thirty (30) calendar days after the end of the work stoppage period to the Environmental Protection Agency, Headquarters Procurement Operations, Procurement Section H (PM-214-M), 401 M Street, S.W., Washington, D.C. 20460.

B. ☐ **CANCELLATION OF STOP WORK ORDER**

By stop work order dated _____, you were directed to cease all, or a portion of the work called for by the above numbered contract. you are hereby notified that such stop work order is cancelled;

☐ in whole, and you shall resume the work as stated in the contract.

☐ in part, and you shall resume the portion of the work stated in the contract as follows:

The United States of America

By_____
Contracting Officer

Acknowledge Receipt by Contractor

_____ _____
Signature of Contractor Representative Date

notify the Contracting Officer. The OSC must be aware that standby costs may be incurred for vehicles and other equipment left on site during the stop-work period.

When the Stop Work Order period expires or is cancelled by the Ordering Officer, Contracting Officer or OSC, the contractor will resume work unless the Headquarters Contracting Officer states otherwise. An equitable adjustment will be made in the Delivery Order period of performance or Delivery Order price, or both, and in any other provisions of the Delivery Order that may be affected, and the Delivery Order will be modified in writing accordingly, if the following two conditions apply:

- The Stop Work Order results in an increase in the time required for, or in the contractor's cost properly allocable to, performance of any part of the Delivery Order.

- The contractor asserts a written claim to the Contracting Officer for such adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to the final payment under the contract.

If a Stop Work Order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the Stop Work Order may be allowed by the Contracting Officer in arriving at the termination settlement.

If a Stop Work Order is not cancelled, and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order may be allowed by the Contracting Officer in equitable adjustment or otherwise.

After the OSC obtains the contractor's acknowledgment of receipt of the Notice as indicated on the form, distribution of copies of the Notices Regarding Work Stoppage shall be as follows:

Original	-	Contractor
Copy 1	-	Procurement (EPA, Headquarters Procurement Operations, Procurement Branch A, Emergency Response Contracting Section (PM-214-F), 401 M St., S.W., Washington, D.C. 20460)
Copy 2	-	Originator (OSC)

Distribution to the above EPA offices should be accomplished within twenty-four (24) hours after issuance of the Notice Regarding Work Stoppage.

6. PROJECT SITE FILES

A project file should be established by the OSC upon authorization of each new project. The file should be labeled and should contain all important documentation generated by the project. At a minimum, each file should include the documents shown in Exhibit IV-9.

All site-specific information should be maintained in a centralized project file. This will ensure that whenever such information is needed, it will be readily available and accessible to OSCs, DPOs, and other EPA staff. The project file should be maintained by the OSC while the removal is in progress; after the project is completed, it should be maintained by a Regional administrative staff member in a centralized project filing system.

There are two major benefits in having centralized project files:

- Improved Access - When the OSC maintains responsibility for site files, access to site files often depends on the availability of the OSC, who may be on site and out of the office for extended periods. Delegating file responsibility to a central administrative position ensures access in the absence of the OSC.

EXHIBIT IV-9

REMOVAL SITE FILE STRUCTURE

SECTION

1 Project Authorization

- Notifications to potentially responsible parties
- Authorization to spend Fund resources
- Related OSC correspondence

2 Contract Awards

- Contractor Selection Documentation
- Delivery Order/Notice to Proceed
- Acknowledgment of Receipt
- Procurement Request(s)
- Contract Amendments
- TDD for TAT

3 Site Safety Plan
4 Community Relations Plan
5 POLREPS
6 Action Memo
7 Work Reports
8 Personnel/Equipment Logs
9 Cost Documentation Index
10 Daily Cost Sheets (Form 1900-55)
11 Incident Obligation Log

EXHIBIT IV-9 (Continued)

12 Invoices

- Cleanup contractor (ERCS)
- Other (i.e., contract lab work, aerial photography)

13 OSC Log

14 EPA Time and Travel

15 TAT Costs

16 Photographs

17 Sample Results

18 Manifests or Permits

- Improved Security - Site files maintained by the OSC are vulnerable to loss or damage while the OSC is out of the office. Controlling access through a central contact reduces this risk. Control can be maintained through the use of locked cabinets and sign-out procedures.

Each Region should designate the appropriate time for file transfer; OSCs may want to keep site files until the last invoice is certified, or until the final OSC report is written.

* * * * *

This concludes the discussion of procedures for initiating contractor response services. The next chapter describes procedures for monitoring the contractor's performance of activities specified in the Delivery Order and payment of the contractor for services rendered.

CHAPTER V

PROJECT MONITORING AND FINANCIAL MANAGEMENT

CHAPTER V

PROJECT MONITORING AND FINANCIAL MANAGEMENT

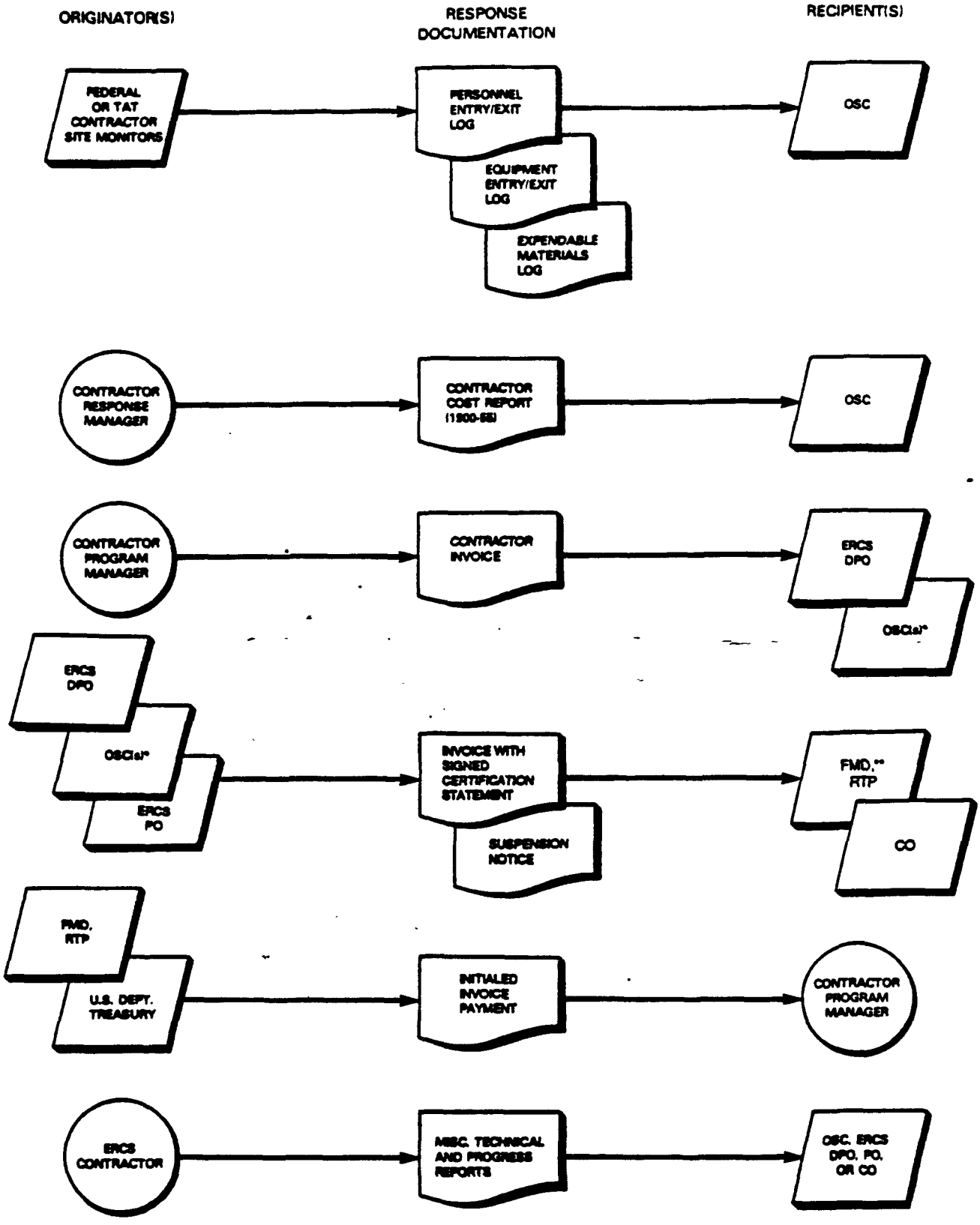
Once the Delivery Order has been initiated, the OSC is responsible for monitoring services performed by the contractor to ensure consistency with the Delivery Order Statement of Work and time and material cost estimates. As site manager for the Government, the OSC is responsible for:

- Scheduling work
- Directing the contractor
- Reviewing project status
- Certifying invoices submitted by the ERCS contractor for payment.

The sequence of management interactions and support documentation required for project monitoring and financial management is summarized in Exhibit V-1.

To assist the OSC in monitoring project performance and financial management, procedures have been established and are detailed in the Removal Cost Management Manual. Chapter 5 of that manual has been included in Appendix C as a reference to the standard procedures to be used. In addition, procedures relating to the review and certification of contractor charges are detailed in the EPA Superfund Emergency Contracting Procedures. Together, these manuals provide the OSC and other Federal officials with the framework for assuring that public funds are spent prudently. It should be stressed that OSCs share this responsibility with the Contracting Officer, contract auditors, and with the ERCS contractor, through specific contract provisions. This chapter complements the guidance provided in the two manuals by outlining the procedures developed specifically for monitoring contractor services procured under the ERCS contracts.

EXHIBIT V-1
Project Monitoring and Financial Management



*Distribution of invoices for certification and forwarding of invoices for payment will not be accomplished through the ERCS DPO for non-EPA officials (e.g., USCG OSCs) managing removal projects under an ERCS contract. Non-EPA officials will receive invoices directly from the contractor and forward them directly to FMD.

**FMD, RTP -- Financial Management Division, Contracts Financial Operations (MD-32), Research Triangle Park, North Carolina, 27711.

1. DAILY PROJECT TRACKING

The OSC assumes ultimate responsibility for the outcome of a removal project. In order to maintain effective control during a removal response, the OSC should develop a routine that includes:

- Defining contractor activity
- Monitoring contractor progress
- Reviewing progress with the contractor.

The following sections will discuss procedures to be followed by the OSC in defining, monitoring, and reviewing a contractor's progress in completing a removal action.

1.1 Defining Contractor Activity

In many removal situations, the amount of time the Ordering Officer or OSC has to assess the nature of the release and determine the scope of the removal actions may be quite limited. In some instances, the OSC may be required to conduct the assessment of the incident and implement removal actions simultaneously, necessitating daily revision of the personnel, equipment and materials needed to conduct the removal.

These conditions underscore the importance of providing frequent written direction to the ERCS contractor during a removal. Frequent communication will preclude misunderstandings between the OSC and the contractor. All OSC directions given to the contractor on site should be documented and maintained in the removal project file. The Removal Cost Management Manual suggests using one of three documents for this purpose:

- Work Report
- POLREP
- OSC Log.

This documentation of authorized work must be retained to permit reconciliation of disputes with the contractor and to support cost recovery efforts. Examples of each of these documents are included in the Removal Cost Management Manual.

Regardless of the form chosen by the OSC, the message should be the same; the contractor must be given a clear understanding of the task to be performed, the resources (personnel, equipment and materials) to be employed, and the expected time frame in which to conduct the work. The frequency with which these communications are issued is left to the discretion of the OSC. If work conditions change rapidly, daily or even hourly revisions may be required. If a particular phase of work is fairly predictable and is to be performed for extended periods (e.g., drum staging), weekly revisions may be more appropriate.

1.2 Monitoring Contractor Progress

The contractor is responsible for providing the resources to complete tasks assigned by the OSC. At the end of each day the contractor must identify in the Contractor Cost Report (EPA Form 1900-55) all charges for resources used (see Exhibit V-2 a-d).

The OSC or other designated EPA employee must verify the accuracy of the labor, equipment, materials and subcontractors claimed in the Contractor Cost Report. Verfication procedures, described in the Removal Cost Management Manual, have been developed to provide a basis for the evaluation of reported charges. While cost-tracking methods may vary, they should provide, at a minimum, sufficient detail to supply the OSC with an alternate set of cost estimates to which contractor charges can be compared. Prior to reviewing the Contractor Cost Report at the end of the day, the OSC or designee should collect and summarize documentation used in tracking resource usage to develop estimates that will provide the basis for evaluating the reasonableness of contractor charges. The

EXHIBIT V-2a
Contractor Personnel Report

Form Approved
OMB Approval No. 2000 0285
Expiration Date: 6-30-83

US ENVIRONMENTAL PROTECTION AGENCY
HAZARDOUS SUBSTANCE RESPONSE FUND
CONTRACTOR COST REPORT

CONTRACTOR PERSONNEL REPORT

CONTRACTOR	CONTRACT NUMBER
ASSIGNMENT NUMBER	DATE

1. EMPLOYEES ASSIGNED	2. WORK CLASSIFICATION	3. HOURLY LABOR RATE		4. HOURS EMPLOYED		5. BREAK TIME	6. TOTAL HOURS		7. TRAVEL AND SUBSISTENCE COSTS	8. TOTAL PERSONNEL COSTS
		REGULAR	OVERTIME	FROM	TO		REGU-LAR	OVER-TIME		
								TOTAL PERSONNEL COSTS		

EPA Form [illegible]-82)

Original – [illegible]s Coordinator
Copy 1 [illegible]sor
Copy 2 [illegible]urement

Page [illegible]

EXH[illegible]-2b

Contractor-Owned Equipment/Materials Report

CONTRACTOR--OWNED EQUIPMENT/MATERIALS REPORT	CONTRACTOR	CONTRACT NUMBER
	ASSIGNMENT NUMBER	DATE

9. EQUIPMENT USED	10. HOURS USED		11. COST PER HOUR	12. TOTAL HOURS	13. TOTAL COST	15. MATERIALS USED	16. QUANTITY	17. TOTAL COST
	FROM	TO						
14. TOTAL EQUIPMENT COSTS				$		18. TOTAL MATERIAL COSTS	$	

EPA Form 1900-55 (1 82)

Original – On Scene Coordinator
Copy 1 – Contractor
Copy 2 – Procurement

EXHIBIT V-2c
Subcontractor Report

SUBCONTRACTOR REPORT	CONTRACTOR	CONTRACT NUMBER
	ASSIGNMENT NUMBER	DATE

19. SUBCONTRACTOR NAME	20. WORK DESCRIPTION	21. SUBCONTRACT AMOUNT
22. TOTAL SUBCONTRACT COSTS		$

23. REMARKS

24. CONTRACT CEILING AMOUNT	$
25. TOTAL ESTIMATED CONTRACT COSTS TO DATE	$
26. TOTAL ESTIMATED COSTS TO COMPLETE CONTRACT	$

I certify that this report is a true and complete record of the labor, supervision, travel, equipment, materials, and subcontractors which I ordered and authorized from the contractor in the performance of the above-cited contract.

Signature of OSC Representative	Time Arrived on Scene	Time Departed

I certify that this report is a true and complete record of the labor, supervision, travel, equipment, materials, and subcontractors provided by the contractor in the performance of the above-cited contract.

Signature of Contractor's Authorized Representative	Date

EPA Form 9-55 (1-82)

Original — On Scene Coordinator
Copy 1 — Contractor
Copy 2 — Requirement

(to be completed by Contractor Representative)

A. GENERAL

Contractor Block — Enter the name of the contractor.

Contract No. Block — Enter the contract number from the contract document.

Assignment No. Block — When applicable, enter the specific work assignment number provided by the On-Scene Coordinator.

Date Block — Enter the month, day, and year the report is prepared.

B. CONTRACTOR PERSONNEL REPORT *(Page 1 of 4)*

Block 1 — Enter the name of each employee whose services will be directly charged to the contract for the particular day.

Block 2 — Enter the work classification of each employee listed in Block 1.

Block 3 — Enter the hourly labor rate (regular and overtime) of each employee listed in Block 1.

Block 4 — Enter the time each employee from Block 1 arrived at and departed from the work site.

Block 5 — Enter the amount of break time taken by each employee listed in Block 1.

Block 6 — Enter the number of hours, regular and overtime, worked during the day by each employee listed in Block 1 (exclude break time).

Block 7 — Enter the travel and subsistence costs incurred the particular day by each employee listed in Block 1.

Block 8 — Enter the total personnel expenses to be directly charged to the contract for the particular day.

CONTRACTOR-OWNED EQUIPMENT/MATERIALS REPORT *(Page 2 of 4)*

Block 9 — Enter a brief description of the equipment used for the particular day.

Block 10 — Enter the time of day during which each item of equipment listed in Block 9 was used.

Block 11 — Enter the hourly charge for use of the equipment listed in Block 9

Block 12 — Enter the total hours the equipment from Block 9 was in use for the particular day.

Block 13 — Enter the charges for the day for use of the equipment listed in Block 9

Block 14 — Enter the total equipment charges incurred for the day

Block 15 — List the materials used during the day.

Block 16 — Enter the quantity of materials from Block 15 used during the particular day.

Block 17 — Enter the costs for the quantity of materials listed in Block 16.

Block 18 — Enter the total material costs incurred for the day

D. SUBCONTRACTOR REPORT *(Page 3 of 4)*

Block 19 — Enter the names of subcontractors employed for the particular day.

Block 20 — Enter a brief description of the services provided during the day by each subcontractor listed in Block 19.

Block 21 — Enter the amount of costs incurred for the day by each subcontractor listed in Block 19.

Block 22 — Enter the total subcontract costs incurred for the day.

Block 23 — Enter any appropriate remarks.

Block 24 — Enter the dollar amount of the contract.

Block 25 — Enter the estimated amount of total costs incurred as of the date of the report.

Block 26 — Enter the estimated amount of total costs to complete the contract.

Certification Statement — Sign and date the report. Submit it to the On-Scene Coordinator or his/her representative.

EPA Form 1900-55 (1-82)

Page 4 of 4

Contractor Cost Report should be signed by the OSC within 24 hours of the report's submission, unless it cannot be reconciled with the OSC's cost documentation. If a discrepancy exists, the OSC and contractor representative should try to reconcile the difference. If the difference is irreconcilable, the OSC should refer the matter to the EPA Headquarters Contracting Officer.

1.3 Reviewing Project Status

The OSC should review project status with the contractor at the end of each work day. Progress should be reviewed with respect to 1) the status of assigned tasks and 2) resources required to complete the tasks. While reviewing the status of the day's activities, the OSC and the contractor representative also should discuss potential problems and approaches that might be incorporated in the development of new contractor directions for the next day.

The primary objective of the review session is to reconcile the charges for personnel, equipment and materials used each day and reported in the Contractor Cost Report (see Exhibit V-2). An accurate record of entry and exit of personnel and equipment must be maintained to help the OSC verify contractor charges at the end of each day (and to ensure site safety and security). An example Site Entry and Exit Log is presented in the Removal Cost Management Manual. OSCs can make use of the U.S. Coast Guard Strike Team, the TAT contractor, or temporary personnel on site to assist in maintaining the suggested logs.

The OSC must compare the costs claimed by the contractor with those derived from daily site documentation. It should be recognized that the ERCS contractor sometimes must estimate charges on the cost reports, particularly subcontractor costs. If satisfied that the charges claimed are reasonable, the OSC should sign page 3 of the Contractor Cost Report. If a discrepancy exists, the OSC and contractor representative should try

to reconcile the difference. If the difference is not reconcilable, the OSC should note on the form itself the amount disputed and refer the matter to the Contracting Officer.

After agreeing on the charges for the day, the OSC should record the amount in a personal file that functions as the project "checkbook," providing an accurate estimate of cumulative project funds used and available. The Removal Cost Management Manual suggests the use of the Incident Obligation Log or POLREPS to record cumulative costs. The OSC may also use this "checkbook" to help verify invoice charges (discussed in Section 2.2 of this chapter). By adding all charges for a billing period, the OSC can estimate invoice charges for comparison with the actual invoice received.

While the tracking and invoice reconciliation procedures described above are essential, OSCs should recognize that the Contracting Officer is responsible for performing a detailed final cost review for each response action, relying on the project records and advice of the OSC and others (e.g., auditors).

2. MONTHLY INVOICE CERTIFICATION

To ensure timely payment for contractor services rendered, certification procedures have been developed and include the following steps:

- Distribute the invoice package
- Verify invoice charges
- Document questionable charges (if necessary)
- Certify the invoice
- Submit the invoice for processing.

Prompt certification of invoices is legally required by the Prompt Payment Act (P.L. 970-77) and is also important in maintaining a good working relationship

with the contractor. The certification process described in the following subsections must not take longer than five days after the ERCS DPO receives the invoice package. The ERCS DPO will be responsible for ensuring that invoices are processed within the 5 day limit.

2.1 Distributing the Invoice Package

Each month, the ERCS DPO will receive an invoice package from the ERCS contractor consisting of one invoice for each removal project conducted under the direction of an EPA OSC for the previous billing period. After receiving the package, the ERCS DPO must promptly (1) date-stamp the invoices, (2) distribute the forms to the OSCs responsible for the associated projects and (3) ensure certification of the invoice within five-day period.

The ERCS DPO will not be responsible for distributing invoices to non-EPA Federal officials such as USCG OSCs, who are managing removal projects under an ERCS contract. Instead, these non-EPA officials will receive the invoices directly from the contractor.

2.2 Verifying Invoice Charges

The OSC or designated Federal official will evaluate whether the charges listed on the invoice and supporting information are correct by comparing them with the logs, reports, or other records kept for the removal project during the month. If any charges are questioned, OSCs should follow the procedures described in the following section. The OSC should also verify the accuracy of the accounting information entered, including the contract number and accounting number.

EXHIBIT V-3

Documenting Questionable Charges - Sample Memorandum

MEMORANDUM

SUBJECT: Contract No. _____
Delivery Order No. _____
(if applicable)

Contractor Name _____ Date _____

Invoice No. _____

FROM: _____
On-Scene Coordinator
Region _____

TO: Accounts Payable Branch
Contracts Section (MD-32)
Office of Financial Management
Research Triangle Park, N.C. 27711

I have reviewed the subject invoice for payment and have attached it with the signed certification statement. However, I recommend that only partial payment of $_____ be made on this invoice, based upon my review and comparison of the amounts charged with those accepted on the Reports of Daily Services (EPA Forms 1900-55). The following individual items are questioned:

Date (from 1900-55)	Line Item	Amount Invoiced	Amount Disputed	Amount Recommended for Payment
Totals:		_____	_____	_____

Attached is my explanation for all disputed amounts. On the basis of this, I recommend that $_____ be withheld from the total amount paid.

Attachments: Certified invoice
Explanation of charges not accepted

cc: Contracting Officer
Contractor

2.3 Documenting Questionable Charges

If any charges appearing on the invoice are questioned, the OSC should first attempt to resolve the issue with the contractor within the 5-day period. If this is not successful, the OSC should contact the assigned Negotiator or the Contracting Officer through the ERCS DPO, and identify the questionable charges. The OSC should certify only that portion of the invoice which is acceptable, as described in Section 2.4.

A copy of the disputed invoice should be sent to the Contracting Officer, with an explanation of the item(s) in question. The memorandum shown in Exhibit V-3 should be used for this purpose. Non-EPA OSCs and Federal designees should coordinate questions through the ERCS Contracting Officer.

2.4 Certifying the Invoice

After reviewing the invoice and supporting information, the OSC or designated Federal official should certify the invoice by signing and dating the OSC Certification Statement stamped or typed on the invoice. Potential disputes will be easily resolved where this date is clarified.

Certification of an invoice implies only that the services have been rendered. Certification is not intended to signify that invoiced costs are absolutely accurate or complete. The Contracting Officer is responsible for reviewing, definitizing and ultimately accepting the final costs.

The certification process shall not exceed five days, even in the event of a dispute. The invoice should be signed with the disputed amount indicated. If an EPA OSC is out of town or otherwise unavailable, the ERCS DPO is authorized to certify the invoice for the OSC. Non-EPA OSCs or other Federal officials must designate in advance an alternate who will be responsible for invoice certification in their absence.

2.5 Submitting the Invoice for Processing

The invoice should be forwarded to:

Environmental Protection Agency
Financial Management Division
Contracts Financial Operations (MD-32)
Research Triangle Park, NC 27711

If any amounts are questioned, a copy of the cover memo (see Exhibit V-3) should be sent to the Contracting Officer.

3. OSC AND CONTRACTOR REPORTING REQUIREMENTS

Regular reporting is required to provide timely status information as well as historic removal incident documentation. Much of the responsibility for reporting and documentation falls on the OSC and the contractor.

3.1 OSC Reporting Responsibilities Under ERCS

The OSC or Federal designee must prepare a Contractor Performance Summary report upon completion of a removal project. A sample report is provided in Exhibit V-4. Copies of the the report should be forwarded to the ERCS DPO, Project Officer and Contracting Officer within 30 days of completion of a project. The report should provide a concise review of the contractor's project performance that can be used by the ERCS DPO to identify trends or recurring difficulties relating to cleanup actions.

In addition to providing ERCS contract management with a vehicle for conducting regular contractor reviews, the performance summary report may also be used by the OSC or Federal designee as supporting documentation for nomination of the contractor for a performance incentive award. The performance incentive award process, discussed at length in Chapter VI, enables the Agency to provide the contractor with an incentive in the form of financial reward for outstanding performance.

ERCS CONTRACTOR PERFORMANCE SUMMARY

1 CONTRACT NO.	2. DELIVERY ORDER NO.	3. EPA REGION/USCG DISTRICT:
4 DELIVERY ORDER CEILING AMOUNT:		5. ZONE:

6 ISSUED TO: CONTRACTOR (*Name, Address and Zip Code*)	7. RESPONSE LOCATION: (*Site Name, Address and Zip Code*)
8 RESPONSE MANAGER: (*Name and Phone No.*)	9. ON-SCENE COORDINATOR: (*Name and Phone No.*)

10. DESCRIBE SCOPE OF WORK:

11. PERSONNEL AND EQUIPMENT ON SITE WITHIN REQUIRED RESPONSE TIME? COMMENT:

12. WORK PERFORMED BY: ERCS CONTRACTOR ____ SUBCONTRACTOR (*Name*) _____	13. INITIAL COST ESTIMATE: _____ FINAL COST: _____
14. ANY PROBLEMS RESULTING FROM USE OF SUBCONTRACTOR?	15. REASONS FOR COST SAVINGS/OVERRUN, IF ANY:

16. EVALUATION OF CONTRACTOR'S COST CONTROLS:

17. DAILY COST REPORTS: CURRENT ____ ACCURATE ____

EXHIBIT V-4 (Continued)

ERCS CONTRACTOR PERFORMANCE SUMMARY

CONTRACT NO.	DELIVERY ORDER NO.

19. PERSONNEL AND EQUIPMENT USED IN AN EFFICIENT MANNER? COMMENT:

20. INTERACTIONS BETWEEN ERCS CONTRACTOR AND OTHER ON-SCENE PERSONNEL (*i.e., TAT, REM/FIT, State Personnel*)

☐ GOOD ☐ SATISFACTORY ☐ UNSATISFACTORY COMMENT:

21. NECESSARY SAFETY PRECAUTIONS TAKEN? ☐ YES ☐ NO COMMENT:

22. UNUSUAL PROBLEMS/OCCURRENCES AFFECTING CONTRACTOR'S PERFORMANCE:

23. OVERALL ASSESSMENT OF CONTRACTOR'S PERFORMANCE: (*Additional pages may be added, as necessary*)

Name of On-Scene Coordinator	*Signature*	*Date*

SHEET 1 WHITE OSC COPY
SHEET 2 CANARY DPO RETENTION COPY
SHEET 3 PINK PROJECT OFFICER COPY

3.2 ERCS Contractor Reporting Requirements

Monthly Financial Status Reports

The contractor is required to provide two copies of a monthly status report to the ERCS DPO, one copy to the Project Officer, and one copy to the Contracting Officer. The report will highlight activities for the month being reported, as well as activities anticipated during subsequent reporting periods. This report also may be used by the ERCS DPO, OSC or Project Officer to assist in the review of information contained in the contractor's invoice.

The status of active individual Delivery Orders will be described in this report, including:

- Work progress
- Percent of completion
- Problems or unique situations encountered
- Corrective actions taken
- Changes in personnel.

A financial report also will be provided. Cumulative data for each removal action will include:

- Funds obligated
- Estimated or actual costs by cost category (personnel, equipment, materials).

Report of Off-Site Disposal Activities

At the time of any off-site treatment, storage or disposal, the contractor shall be responsible for verifying that the facility selected to receive the wastes meets the requirements of EPA's policy for off-site

response actions. This verification may be obtained from the OSC or other designated Federal officials. The contractor shall not use any facility that has not been so verified for any off-site treatment, storage or disposal of CERCLA Wastes. Appendix E contains a list of Regional RCRA contacts who can support OSC and contractor efforts to verify off-site disposal facilities.

Within ten days of the completion of each applicable Delivery Order, the contractor shall provide the OSC and the Project Officer or other designated Federal officials with certain information regarding the off-site disposal of CERCLA wastes. Each report will provide the required information in the format illustrated in Exhibit V-5.

Special Request Reports

In addition to these reports, the ERCS DPO or OSC can request that any of the following reports be completed by the contractor:

- A site safety plan for a particular cleanup action prior to commencing work at the site

- Daily oral progress reports to the OSC or other designated Federal official

- A daily work plan in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used, and any other activities to be performed

- Daily, weekly, or bi-weekly written progress reports to the ERCS DPO, OSC, or other designated Federal official, summarizing the amount of hazardous material treated or removed from a site, transportation and disposal methods used, analytic data, and estimated or actual costs to date

EXHIBIT V-5

Information Required for CERCLA Off-site Disposal Activities

1. Superfund site name/State/ERRIS number (if known): _____

2. Type of action (Check one):

   - Removal
   - Remedial
   - Enforcement

3. Type (i.e., PCB, dioxin, volatile organics, other organics, pesticides) and form (i.e., liquid, solid, sludge) of waste; if more than one type, attach separate sheet for this and remaining questions for each type:

   Type: _____ Form: _____

4. Quantity of waste: _____

   - Cubic yard (CY)
   - Gallons (Gal)
   - Drums
   - Lab packs

5. Pre-treatment of waste before transportation: _____

   - Precipitation
   - Neutralization
   - Solidification
   - Fixation
   - Stabilization
   - Other

6. Receiving RCRA facility name/location/I.D. number/unit _____
   _____

7. Receiving Region _____

8. Receiving Region Off-Site Disposal Contact. (Note - this is the individual designated pursuant to the May 6, 1985 Policy)*

   Name _____ Date _____

9. Date(s) of shipments _____ Date disposal is completed (date that facility signs manifest for receipt of final shipment) _____

*"Procedures for Planning and Implementing Off-Site Response Actions," Memorandum from Jack McGraw, Acting Assistant Administrator for OSWER, May 6, 1985.

EXHIBIT V-5 (Continued)

10. Pre-treatment of waste at receiving facility before final treatment or disposal: _____

    - Precipitation
    - Neutralization
    - Solidification
    - Fixation
    - Stabilization

11. Final method of treatment or disposal/unit receiving: _____

    - Precipitation
    - Neutralization
    - Incineration
    - Landfill
    - Land treatment
    - Injection
    - Recovery/re-use
    - Other

12. If waste was landfilled:

    - What disposal cell number or location? _____
    - Type of liner in cell? (e.g., PVC, clay, hypalon) _____

13. Cost of activities (include cost per unit, then denote cost basis):

    - Cost based on treatment/disposal only (no transportation cost) _____
    - Cost for transportation _____

- A final report to the ERCS DPO, OSC, or other designated Federal official within thirty (30) days of the conclusion of the on-site work. This report shall detail all costs, approaches used and any problems encountered.

The format for any of the special request reports should be specified by the ERCS DPO or OSC in the Delivery Order.

* * * * *

This chapter, together with Chapter IV, has described the entire cycle from project initiation to project completion for conducting a removal using the services of the ERCS contractor. The next chapter, Performance Incentive Plan, highlights procedures that may be used to award the contractor additional bonuses for exemplary performance in completing a removal.

CHAPTER VI

ERCS ZONE CONTRACTS PERFORMANCE INCENTIVE PLAN

CHAPTER VI

ERCS ZONE CONTRACTS
PERFORMANCE INCENTIVE PLAN

KEY TOPICS

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CHAPTER VI

ERCS ZONE CONTRACTS
PERFORMANCE INCENTIVE PLAN

Each of the ERCS zone contracts includes a provision enabling the Agency to provide the contractor with an incentive in the form of a financial reward for outstanding performance.* Accordingly, performance incentive pools have been set aside for each of the ERCS zone contracts. These amounts are in addition to any amounts set forth elsewhere in the ERCS zone contracts for either the management efforts or cleanup efforts.

The performance incentive pools have been included in each of the ERCS zone contracts as a mechanism for Federal officials to encourage and motivate the ERCS contractors to execute all aspects of the contract Statement of Work as effectively and efficiently as possible, as well as to contribute to an enhancement in the state of the art in responding to hazardous substances releases. The performance incentive pools may be awarded to the contractors from time to time, in whole, in part, or not at all, based upon performance which the Government considers exemplary.

The determination of any amounts to be awarded, will be based on a subjective evaluation of the contractor's performance by OSCs, Ordering Officers, ERCS DPOs and EPA Headquarters personnel in accordance with the procedures and criteria outlined in this chapter.

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* This provision applies only to the four ERCS zone contracts at this time.

1. GUIDELINES AND CRITERIA FOR NOMINATING A CONTRACTOR FOR AN INCENTIVE AWARD

"Performance targets" that the ERCS zone contractor must meet are summarized in (a) the contract Statement of Work and (b) the contract terms and conditions. They will be specified in each individual Delivery Order issued to the contractor, as described in Chapter IV of this manual. Contractor performance that meets the terms of the contract and requirements of the Statement of Work (as translated into Delivery Orders) is mandatory and represents the minimum level of performance the Government will accept as satisfactory. Satisfactory performance by the contractor will warrant payment of the contractor's fixed rates for personnel, equipment and materials, including the "profit or fee" contained in the contractor's fixed rate for personnel (or labor) charges. Examples of satisfactory performance include, but are not limited to:

- Retaining, maintaining, and supporting a zone network of cleanup personnel, equipment, and materials in order to meet Delivery Order specifications

- Adhering to all Agency health, safety and quality assurance procedures

- Submitting all cost control and other technical and/or progress reports on time with contents as specified

- Mobilizing resources within response time requirements or in sufficient time to meet established budgets/schedules

- Developing work plans which are adequate to meet the goals and objectives of the Delivery Order Statement of Work

- Adequately using staffing, subcontracting, equipment and other resources to meet project requirements

- Completing all required activities specified in the Delivery Order according to the original schedule and within the required time frame.

Determination of satisfactory performance will be based on a subjective evaluation of the ERCS zone contractor's performance as compared with the average experience of EPA or other designated Federal personnel with similar types of contractors used over the past three years.

In the event that the contractor's performance surpasses the example "performance targets" outlined above, the contractor may be awarded additional "profit or fee" from the performance incentive pool. Performance incentive awards to the contractor will be made based on nominations prepared by OSCs, Ordering Officers, ERCS DPOs or other EPA or Federal personnel. Final determination of the actual size of the award, if any, will be made by an EPA Headquarters review panel.

Performance incentives may be awarded to the contractor for work completed in either of two categories, which include:

- Performance of site-specific services for completion of removal actions as requested in an individual Delivery Order

- Performance of activities (both management and cleanup) evaluated collectively within an EPA Region or ERCS contract zone.

The majority (85 percent) of the amounts contained in each of the performance incentive pools will be allocated for site-specific services performed by the contractor, with the remainder (15 percent) allocated for the award of incentives on the basis of collective activities performed by the contractor within an EPA Region or ERCS contract zone. In no case shall the aggregate total of any amounts earned strictly for management of this contract, when combined with the fixed fee awarded under the management effort, ever exceed 10% of the estimated cost of the management portion of this contract.

The following guidelines describe examples of performance that may be used by Federal personnel responsible for management of the ERCS zone contractors to determine if performance has surpassed "performance targets," and if nomination of the contractor to receive a performance incentive is warranted. In using the guidelines, OSCs, Ordering Officers, or DPOs should compare the contractor's performance with the average of their experience with similar types of contractors used over the past three years. Examples of performance which may warrant an incentive award in either of the two performance areas include:

- Performance of a Site-Specific Removal Action

  - Preparation of work plans that ensure that cost/time is miminized (e.g., overtime hours needed to implement actions are kept to a minimum) and/or the objectives of the removal action are met at a reduced cost or shorter schedule than estimated by the Ordering Officer in the Delivery Order.

  - The original schedule specified in the Delivery Order was met in spite of major operational impediments; services were completed ahead of schedule without increased costs to the Government; costs of completing the services were greater than 5 percent below the Delivery Order ceiling amount or approved ceiling modifications and cost savings were greater than the amount recommended for the incentive award.

  - Response services were provided well within required response time thus greatly reducing the damage that might have been caused to the environment or public health without such prompt action by the contractor; response services were provided in extremely adverse weather conditions or high risk situations; personal effort was well beyond contract requirements; responsive to both major and minor changes in the scope of work.

- Contractor developed services that established state-of-the-art approaches to address problems; developed procedures that reduce exposure of on-site personnel to hazardous substances and/or contamination of the surrounding community; effectively developed contingency plans or fall-back strategies.

- All of the contractor resources were applied to minimize costs and time, while enhancing overall work quality.

- Performance of Activities on an EPA Regional or Zone-wide Basis

  - Consistent high-quality performance of all site-specific services requested in Delivery Orders for several removal actions that continually met the guidelines outlined above

  - Development of systems (e.g., cost accounting, inventory lists, and training) which enhance the Government's ability to access and manage the contractor or improve contractor's response readiness

  - Contractor's efforts led to an advance in "alternative technologies" in responding to and mitigating adverse effects due to hazardous substance releases.

Evaluation and nomination of contractor's performance for an incentive award in providing services for site-specific removal actions will be completed by the OSC or Ordering Officer. Evaluation and nomination of contractor performance in providing services collectively on an EPA Regional or zone-wide basis will be completed by EPA ERCS DPOs or the Project Officer.

Based on the judgment of the Federal official nominating the contractor, an incentive award of up to four (4) percent of the Delivery Order ceiling amount for performance of site-specific services, or up to one (1) percent of

the total of the Delivery Order ceiling amounts for performance of activities collectively on an EPA Regional or zone-wide basis, can be recommended but must not exceed the size of the Performance Incentive Pool for any given year. Ceiling amounts are defined as the Government's estimate of the cost of the Delivery Order at issuance, or as modified to provide an increase in scope prior to performance, not after performance is completed.

2. PREPARATION OF INCENTIVE AWARD NOMINATIONS

Contractor performance incentive award nominations will be completed by OSCs, Ordering Officers, DPOs and the Project Officer, as appropriate, based on a determination by the Federal official that the contractor's performance has surpassed "performance targets" as described in the guidelines outlined in the previous section. There is no minimum number of incentive award nominations required, nor is there any standard performance evaluation period, as in the case of performance evaluations conducted under a Cost-Plus-Award-Fee (CPAF) contract. Federal officials responsible for management of the ERCS zone contracts should complete nominations only as warranted by a contractor's performance.

In preparing and processing performance incentive awards, Federal officials should follow one of the two procedures outlined below, depending on whether the nomination is for contractor's performance of service at a site-specific removal action, or performance of services collectively on an EPA Regional or zone-wide basis.

2.1 Preparing Incentive Award Nominations for Contractor Performance of Services At Site-Specific Removal Actions

Nominations of contractor performance in this category will be prepared by OSCs or Ordering Officers. They must be made within 90 days of project completion. A recommended format for the nominations is shown in Exhibit VI-1. Examples are provided in Exhibit VI-2 and VI-3 to illustrate how the nominations should be completed. The nominations should clearly delineate highlights, significant events and any problems

EXHIBIT VI-1

Format for Performance Incentive Award Nominations*

CONTRACT NO. _____ CONTRACTOR _____

DELIVERY ORDER NO. _____ PERIOD COVERED BY NOMINATION _____

DELIVERY ORDER CEILING AMOUNT $ _____

NAME AND LOCATION OF SITE _____

DELIVERY ORDER SCOPE OF WORK *(i.e., description of contractor services required to complete the removal and expected accomplishments [e.g., establishment of performance targets])*

PROBLEMS OR UNUSUAL CIRCUMSTANCES ENCOUNTERED DURING THE REMOVAL

DESCRIPTION OF CONTRACTOR'S PERFORMANCE *(including an itemization of how contractor's performance surpassed performance targets)*

BENEFITS DERIVED FROM CONTRACTOR'S PERFORMANCE *(e.g., substantially reduced threat to public health, environmental damage, or removal costs)*

RECOMMENDED SIZE OF INCENTIVE AWARD $_____

SUPPORT DOCUMENTATION *(attachments such as the Delivery Order, Contractor Performance Summary, or other pertinent reports compiled by the contractor or OSC)*

DPO CONCURRENCE _____

DIVISION DIRECTOR CONCURRENCE _____

**The nomination should be typed on Agency letterhead, in the format shown, using whatever space is required for each entry.*

EXHIBIT VI-2

PERFORMANCE INCENTIVE AWARD NOMINATION

CONTRACT NO. 68-01-1111 CONTRACTOR Chem Clean, Inc.
DELIVERY ORDER NO. 6811-02-009 PERIOD 3/2/85 - 5/10/85
DELIVERY ORDER CEILING AMOUNT $ $500,000
NAME AND LOCATION Site "X"
Old Town, PA

A. Delivery Order/Scope of Work

The initial site assessment of site "X" by EPA and TAT estimated that 250 drums of hazardous materials (both surface and buried drums) presented a direct contact threat. The Scope of Work required Chem Clean, Inc. to supply necessary manpower and equipment to abate this emergency situation. Chem Clean, Inc. was tasked by the OSC to develop a technique for drum removal that minimized the traversing of manpower/equipment over buried drums. The large areal extent of drums scattered on site prevented conventional removal techniques.

B. Problems or Unusual Circumstances

During the removal action many more drums containing hazardous materials were encountered than originally anticipated. This discovery required additional manpower and equipment. In total, over 1,644 drums were staged and nearly 1,000 of these drums contained wastes.

The widespread burial of drums presented a precarious situation, since travelling over buried drums could have resulted in collapse of the drums possibly releasing hazardous vapors. This situation required the use of special equipment and removal techniques.

EXHIBIT VI-2 (continued)

The project was further complicated by unusually wet weather. The U.S. Weather Service recorded 8.65 inches of rainfall for the month of March. This was 5 inches above average.

C. Contractor Performance

The contractor's personnel and equipment arrived on site within two hours of first contact. This was one hour sooner than expected and required. Over three times the original estimated number of drums were removed by the contractor to a RCRA-permitted disposal facility. This was accomplished two weeks earlier than originally planned, resulting in cost savings of over $50,000. Furthermore, it was completed ahead of schedule and under budget, despite inclement weather conditions.

Drum removal was accomplished by utilizing two 225 bulldozers with grappler attachments. This technique made it unnecessary for equipment to travel over buried drums because of the long reach possible with the tandem set-up. The increased safety factor attained by this technique could benefit future projects.

The disposal of the drums of hazardous wastes was accomplished by the use of the Chem Clean, Inc. shredder. This consolidated drummed materials by shredding drums, with contents, in one operation. Conventional methods involved emptying drums, often using hand tools; wastes were transported to one area and emptied drums were disposed of separately. The one-time handling of drums made possible by the shredder shortened the schedule. In addition, the volume of waste materials was greatly reduced since drums were shredded into waste containers. The use of the Chem Clean, Inc. shredder resulted in a cost savings of over $50,000 on this project as compared with conventional techniques.

D. Benefits Derived from Contractor Performance

As a result of the contractor's performance, the project was completed at a cost 10 percent below the Delivery Order ceiling, despite adverse weather conditions and a major change to the Statement of Work (higher number of drums removed). The use of state-of-the-art techniques, tandem grapplers and the Chem Clean, Inc. shredder resulted in significant cost savings. In addition, these techniques "mechanized," to the fullest extent, operations normally requiring hand labor, thus reducing exposure of on-site personnel to hazardous substances. The proven techniques can be used in future EPA projects.

E. Recommended Size of Incentive Award

Two percent of $500,000 (Delivery Order Ceiling)
$10,000.

F. Support Documentation (Attachments)

(1) Delivery Order/Statement of Work
(2) ERCS Contractor Performance Summary

G. DPO Concurrence _____

H. Division Director Concurrence _____

EXHIBIT VI-3

PERFORMANCE INCENTIVE AWARD NOMINATION

CONTRACT NO. 68-01-9999 CONTRACTOR Waste Busters

DELIVERY ORDER NO. 9999-08-001 PERIOD 08/16/85 - 09/18/85

DELIVERY ORDER CEILING AMOUNT $ $425,000

NAME AND LOCATION Pleasant Valley Lagoon
Pleasant Valley, NY

A. Delivery Order/Scope of Work

During the remedial action being conducted at this surface impoundment facility, the remedial contractor inadvertantly broke through an impermeable layer under the lagoon. This resulted in the release of sulfuric acid and hydrogen sulfide gas from a previously unknown lower chamber. The release endangered on-site workers, nearby residents, and tourists at a nearby (2.0 miles) amusement park. The noxious odor of the H_2S also threatened to ruin the usually crowded Labor Day weekend at the park.

Remedial work was suspended and the ERCS Contractor was called in to supply needed manpower and equipment to abate this emergency situation. Waste Busters was tasked by the OSC to safely remove the wastes in the lower chamber and to control the H_2S emissions.

The original workplan called for draining the wastes out of the lower chamber and treating it off-site. Original estimates called for a three-month period of performance and a shutdown of remedial actions for the entire removal project.

B. Problems or Unusual Circumstances

The removal project was complicated by the original hazardous waste situation being responded to by the remedial program. Hazardous sludge

EXHIBIT VI-3 (continued)

material (principally tars contaminated with polynuclear aromatic hydrocarbons) posed an added threat to the ERCS contractor.

Sweltering August temperatures also made a bad situation worse. Average temperatures during the period of performance were in the 90's.

C. Contractor Performance

The contractor completed the removal action in an extremely timely and cost-effective manner. Waste Busters completed the removal action in one month rather than the originally estimated three months. Their innovative procedures (described below) also resulted in a cost savings of $150,000. This savings does not include the cost benefit of resuming the remedial action ahead of schedule, nor does it include the revenues gained during the capacity crowd Labor Day weekend at the amusement park.

Instead of draining the acidic waste and treating it off-site, the contractor proposed and implemented an on-site treatment remedy. Using alkaline materials (lime and soda ash) from another part of the site, the ERCS contractor neutralized the acidic materials in-situ. This saved the cost of removing, transporting, and treating the acidic waste off-site. It also eliminated the need to remove the alkaline materials during the remedial action.

An activated charcoal scrubbing system was installed to remove vented H_2S thus reducing the noxious odor. A slight rotten egg smell persisted, but was barely noticable at the park.

D. Benefits Derived from Contractor's Performance

As a result of the contractor's performance, the project was completed two months ahead of schedule. Cleanup costs were 35 percent below the Delivery

EXHIBIT VI-3 (continued)

Order Ceiling. The contractor's efficient response also enabled local merchants to enjoy a prosperous Labor Day weekend.

E. Recommended Size of Incentive Award

Two percent of $425,000 (Delivery Order Ceiling)
$8,500.

F. DPO Concurrence _____

G. Division Director Concurrence _____

encountered during provision of the services by the contractor. The nomination must also specify succinctly why the contractor's performance merits an incentive award. The nomination should state how the contractor's performance surpassed "performance targets" and how such performance benefitted the completion of the removal. Each nomination also should contain an attachment that includes the ERCS Contractor Performance Summary (described in Chapter V (Exhibit V-4)). The nomination also should recommend the size of the incentive award. For site-specific removal actions, the award cannot be greater than four (4) percent of the Delivery Order ceiling amount.

Once the nomination has been completed by the OSC or Ordering Officer, the nomination and any supporting documentation should be forwarded to the ERCS DPO, who should review the nomination and indicate concurrence by signing the nomination in the space provided. The DPO should then submit the nomination to the Regional Division Director for review and concurrence. The Division Director has the option of either signing the nomination or preparing an accompanying cover memorandum which indicates concurrence with the nomination. After concurrences have been obtained, the nomination should be forwarded to the Headquarters Project Officer. Under no circumstances should the nomination be distributed outside of EPA. The nomination is a confidential, internal EPA document and, therefore, should always remain within the Agency.

2.2 Preparing Incentive Award Nominations for Contractor Performance of Collective Activities on an EPA Regional or Zone-wide Basis

Nominations of contractors in this category will be prepared by ERCS DPOs, the Project Officer or Contracting Officer. The incentive award nomination will be made in a memorandum to the EPA Headquarters review panel, and should include:

- A clear description of the services provided by the contractor including an itemization of any site-specific removal actions covered by the nomination

- The total dollar value of the services performed by the contractor

- A narrative stating the reasons for incentive award recommendation, emphasizing the significance and impact of the activities on the overall objective of the contract or Superfund removal program and a delineation of any problems encountered in performing the activities

- The period in which the activities were performed.

The nomination also should recommend the size of the incentive award. The award cannot be greater than one (1) percent of the total costs of the services covered in the nomination. Any supporting documentation should be forwarded with the memorandum to the EPA Headquarters review panel.

3. INCENTIVE AWARD DETERMINATION

All incentive award nominations will be reviewed by a panel consisting of the Project Officer, Contracting Officer, other EPA Headquarters personnel and EPA Regional representatives. The panel will convene periodically to review performance incentive award nominations. All nominations must be acted upon by the panel within 90 days following receipt by the Project Officer of all documentation supporting the nomination.

The panel will determine the size of award, if any, for each nomination received. The contractor will be advised in writing of any amount awarded by a modification to the contract issued by the Contracting Officer. Upon receipt of the modification, the contractor may submit a public invoice for the amount awarded. (See Chapter V for procedures for invoice processing).

In addition to determining performance incentive awards, the panel will be responsible for reviewing the performance incentive plan and will make changes to the plan as necessary either to better reflect the goals and objectives of the contract and removal program or to emphasize new Superfund priorities.

CHAPTER VII

INTERACTIONS WITH OTHER EPA SUPERFUND PROGRAM CONTRACTORS AND FEDERAL, STATE, AND LOCAL AGENCIES

CHAPTER VII

INTERACTIONS WITH OTHER EPA SUPERFUND PROGRAM CONTRACTORS AND FEDERAL, STATE, AND LOCAL AGENCIES

KEY TOPICS

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CHAPTER VII

INTERACTIONS WITH OTHER EPA SUPERFUND PROGRAM CONTRACTORS AND FEDERAL, STATE, AND LOCAL AGENCIES

Interactions among the ERCS contractors, other Superfund program contractors, and Federal, state or local agencies that complement the ERCS contracting effort are likely to occur during implementation of a removal action. Contractors and agencies that may interact with the ERCS contractor are shown in Exhibit VII-1. Communication and careful coordination must be emphasized to assure optimum use of services offered by each, as well as to execute a smooth and timely response to the removal at hand. The following sections briefly describe the functions of other Superfund contractors, the situations in which the ERCS contractors may interact with these contractors or other military or civilian entities, and basic guidelines to help coordinate the interactions.

1. SUPERFUND CONTRACTORS

The ERCS contractor is one of several Superfund contractors that may be on a site during a removal. Although each contractor is independently responsible for performing specific functions, duplication of efforts can be avoided by coordination of the contractors' efforts by EPA OSCs and other EPA personnel responsible for overseeing contractors at a site. Contractors that may be on site when an ERCS contractor responds to a Delivery Order are enumerated below. The EPA OSC will mediate interactions between the ERCS and other Superfund contractors.

1.1 Technical Assistance Team (TAT) Contractor*

The Technical Assistance Team (TAT) contract was designed by ERD to provide technical and management assistance to the removal response and

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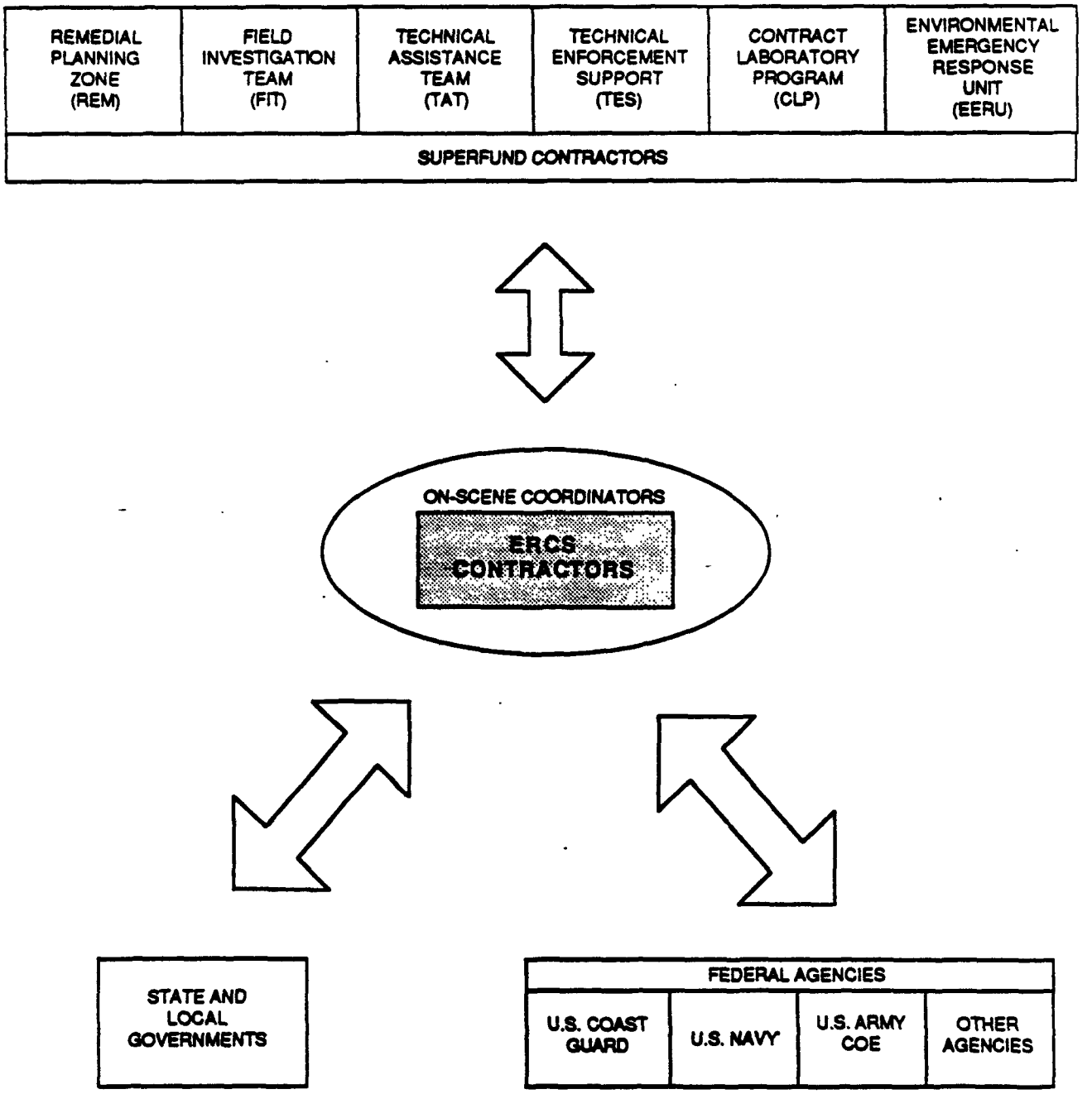
* For more information about the TAT contract and possible interactions with the ERCS contractors, refer to the TAT Contract User's Manual or write or call TAT Contract Project Officer, at U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460 (FTS 382-2458).

EXHIBIT VII-1

ERCS Contractor Interactions With Superfund Contractors and Other Agencies



prevention program. TAT contractor support tasks during a response may include the following activities:

- Response monitoring
- Work plan development
- Response documentation
- Damage assessment
- Federal disaster assistance activities.

It is highly likely that the OSC will have both the ERCS contractor and the TAT contractor on site simultaneously during a removal action. The TAT contractor may provide support to the OSC by assisting in monitoring the progress of the response action and by helping the OSC in performing various cost control functions to verify and document cleanup costs. The TAT contractor assumes only a support role in these situations, directing all comments or recommendations concerning the work of the ERCS contractor to the OSC. The TAT may not supervise the ERCS contractor.

1.2 Remedial Planning (REM) and Field Investigation Team (FIT) Contractors*

The REM and FIT zone contracts are administered by Hazardous Site Control Division to obtain technical and management services necessary to successfully implement the remedial response program.

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* For further information about the REM and FIT contracts and how they relate to the ERCS contracts, refer to the REM/FIT Zone Contracts Management Plan and Operating Procedures manual or write or call REM/FIT Contract Project Officer at U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460 (FTS 382-2346).

The FIT zone contractors provide support in the conduct of field investigations (e.g., preliminary assessment and site inspection of hazardous substance sites) in order to assess initially a site's situation. These pre-remedial activities aid in determining the need for removal or remedial response activities. For example, the FIT contractor aids EPA in ranking sites for inclusion in the National Priorities List.

The REM contractors support the Superfund program in three major areas:

- Remedial planning activities involving the identification, evaluation and recommendation of remedial response options (e.g., remedial investigation and feasibility study)

- Implementation of expedited responses (e.g., fence construction, drum removal) required at sites that will later undergo longer-term remedial measures

- Technical and management support activities, enforcement support and community relations.

The REM and FIT zone contractors and the ERCS contractor may be required to coordinate activities in responding to hazardous substance releases when the response status of a site changes (i.e., removal to remedial or vice versa). This may occur in any of the following situations:

- A removal action is required based on the results of field investigation activities conducted by the FIT contractor

- A removal action is necessary at a site undergoing pre-remedial activities because of unanticipated threats

- Remedial action is required after a removal has been completed

- Emergency response must be initiated based on a change in conditions at a site where a remedial action is in progress.

EPA personnel responsible for overseeing the response and the contractor used at a site will be determined by the site's current status (e.g., removal response -- OSC and ERCS contractor; remedial response -- RPM and REM and FIT zone contractors). Cooperation among these individuals is essential for a smooth transition of responsibility, an efficient interchange of site-specific information, and a timely removal response.

1.3 Technical Enforcement Support (TES) Contractor

The Office of Waste Programs Enforcement (OWPE) has responsibility for compliance actions and for recovering Federal funds expended under CERCLA, and for assuring compliance with RCRA. The Technical Enforcement Support (TES)* contract was awarded to assist OWPE in the following activities:

- Designing and obtaining remedial plans in support of enforcement actions

- Providing support for negotiation or litigation with regard to responsible party cleanup

- Providing support for the RCRA compliance/enforcement program.

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* For further information on the TES contract and situations that may involve the ERCS contractor, write or call Project Officer, OWPE Technical Support Branch, U.S. Environmental Protection Agency, 401 M Steet, S.W., Washington, D.C. 20460 (FTS 382-4842).

The TES contract will not duplicate the efforts of other contracts awarded by the Office of Emergency and Remedial Response (OERR); it is strictly an enforcement contract to provide support to OWPE.

The TES contractor may be on site during a removal conducted by an ERCS contractor. The OSC is responsible for coordinating activities of the two contractors to avoid duplication of efforts and to encourage the exchange of pertinent information.

1.4 Contract Laboratory Program (CLP)

The Contract Laboratory Program (CLP) was established by EPA in 1979 to provide chemical analytical support in the investigation and cleanup of hazardous substance sites. This is accomplished through a nationwide network of contract laboratories having the analytical capabilities to assist in the following functions:

- Identifying threats to public health and the environment
- Assessing risk
- Instituting remedial response
- Initiating enforcement actions.

In emergency situations, an OSC normally will not use the CLP because the CLP does not provide a 24-hour turnaround time for sample analyses. However, the OSC may be able to use the CLP analytical services when the turnaround time for sample results can be met by the CLP contractor.

Work conducted by the CLP is coordinated by the Sample Management Office (SMO)* through the EPA Regional Sample Control Center (RSCC). The

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* For further information about the CLP, write or call: CLP-National Program Manager, Hazardous Response Support Division, U.S. Environmental Protection Agency, 401 M Street, S.W., Washington, D.C. 20460, FTS-382-7906.

SMO has developed a manual entitled User's Guide to the Contract Laboratory Program which describes procedures for using the CLP and provides a complete description of all analytical services, sample requirements, and reports offered under the program.

1.5 Environmental Emergency Response Unit (EERU)

The Environmental Emergency Response Unit (EERU) is an organization designed to form a model nationwide hazardous material spill response and control capability for situations where the use of complex cleanup equipment and techniques are involved. EERU involves a cooperative effort between EPA spill response research personnel (Oil and Hazardous Materials Spills Branch, Edison, NJ), EPA spill response operational personnel (Emergency Response Team) and contractor personnel to provide the most effective use of the technologies under development.

The primary objective of EERU is to encourage commercialization of individual items of equipment that have been developed under public sponsorship. EERU's response to hazardous chemical incidents is normally limited to situations where a particular type of technology or capability is available through EERU but not commercially (e.g., mobile physical - chemical treatment system). Should EERU be requested to assist in responding to a hazardous substance release where an ERCS contractor is also on scene, all efforts of EERU and the ERCS contractor will be coordinated by the OSC.*

2. FEDERAL AGENCIES

The services of the ERCS zone contractors are available to other Federal agencies in addition to EPA via Inter-Agency Agreements (IAGs). A few

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* For further information about EERU, contact the Hazardous Spills Staff, Oil & Hazardous Materials Spills Branch, U.S. EPA, Edison, NJ [(201) 321-6632 or FTS: 340-6632].

examples of situations where the ERCS zone contractors may be called upon by other agencies are discussed in the following sections.

2.1 U.S. Coast Guard (USCG)

Under a Memorandum of Understanding (MOU) between EPA and USCG (Note: the MOU had not been signed as of this printing), the USCG can access the ERCS zone contracts through EPA's ERCS Contracting Officer and can use the contractors in response to the release or threat of release of hazardous substances in the Coastal Zone, Great Lakes waters, and ports and harbors. Situations in which the USCG may use the ERCS zone contractors include:

- Responses to releases or threats of releases from vessels

- Removal actions concerning releases or threats of releases at active or inactive hazardous waste management facilities when a USCG OSC determines that such action must be taken pending the arrival of an EPA OSC

- Removal actions concerning releases or threats of releases at facilities other than active or inactive "hazardous waste management facilities.

The Memorandum of Understanding between EPA and USCG describes the procedures the USCG must use in activating, supervising, and monitoring the ERCS zone contractor. When the USCG uses the ERCS zone contractor for a cleanup operation, the ERCS contractor Response Manager is under the direction of a USCG-designated OSC.

In addition, during an EPA-lead removal the EPA OSC may request the services of the USCG National Strike Force (NSF) (i.e., Atlantic, Pacific and Gulf Strike Teams) to conduct removal actions. The Strike Teams are

an important Federal resource that can provide OSCs with experienced personnel and sophisticiated equipment to assess, implement, and monitor actions taken in response to hazardous substance releases.

Members of the NSF maintain a stock of specialized equipment for deployment anywhere in the nation and in some cases overseas. This equipment includes open water oil contaminant and recovery systems, high capacity pumps for transferring oil and some chemicals, and protective clothing for work with hazardous materials. Diving equipment along with trucks, trailers, mobile command posts, communications gear and other support equipment complete the NSF inventory. Most of this equipment is designed to fit into Coast Guard C-130 cargo planes or load onto flatbed trucks for fast response.

2.2 Other Federal Agencies

Federal agencies other than EPA, such as the U.S. Army Corps of Engineers (COE) and the U.S. Navy, may benefit from the services of the ERCS zone contractors. Designated non-EPA officials may access ERCS resources through the EPA ERCS Contracting Officer. The ERCS contractor Response Manager will be under the direction of these authorized officials.

In addition to those Federal agencies that may call on the services of the ERCS zone contractors, other Federal agencies may be present during a removal response. These may include representatives from the Centers for Disease Control (CDC), The National Institute of Occupational Safety and Health (NIOSH) and the Federal Emergency Management Agency (FEMA). Interaction between the ERCS zone contractors and these representatives shall be mediated by the EPA OSC.

3. STATE AND LOCAL GOVERNMENT AGENCIES

A state or local agency may be performing contractual or non-contractual work for an OSC when a removal is required and an ERCS contractor arrives on site. The state or local agency may be performing such duties as installing

water lines, operating heavy construction equipment, or providing safety, security and traffic control. In such situations, the OSC is responsible for coordinating the work conducted by the ERCS contractor with the state or local agency to ensure that an efficient removal is accomplished.

The ERCS contractor Response Manager may find it necessary to contract the use of equipment owned by a state's transportation department, or to tap city water lines to prevent well-water users from exposure to toxic chemicals in groundwater. In situations such as these, the ERCS contractor Response Manager, under the direction of the OSC, is responsible for arranging the required services. The ERCS contractor Response Manager is also responsible for securing any rights-of-way required, obtaining any state or local permits, and adhering to all state and local regulations and ordinances.

* * * * *

This chapter described the responsibilities of the ERCS contractors as they interact with other agencies and contractors involved in the Superfund program. Appendix E gives a complete listing of current EPA contractors with whom the ERCS contractors may interact. This concludes the textual portion of the users' manual. Following this section are the appendices, glossary, and bibliography for further clarification of and references for the text material.

APPENDICES

APPENDIX A

ERCS ZONE CONTRACTS
STATEMENT OF WORK

APPENDIX A

ERCS ZONE CONTRACTS
STATEMENT OF WORK

The following statement of work applies to each EPA zone. Zone One consists of EPA Regions I through III, Zone Two consists of EPA Region IV, Zone Three consists of EPA Region V, and Zone Four consists of EPA Regions VI through X.

The contractor shall provide all personnel, materials, and equipment types necessary as specified in Delivery Orders, to conduct emergency removals and initial remedial measures for oil and hazardous substances releases conducted under Section 311 of the Clean Water Act and Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980. The contractor shall also provide all necessary administrative and supervisory personnel to ensure that cleanup personnel are available on a 24 hour a day basis and that responses are conducted in accordance with the specifications of Federal On-Scene Coordinators (OSC) or other designated Federal officials. The contractor shall provide such services by establishing an organization consisting of a zone Program Manager and as-needed zone Response Managers. The Program Manager shall work primarily in a management mode by retaining, maintaining, and supporting a zone network of cleanup personnel, equipment and materials on-scene and ensure that responses are conducted in exact accordance with OSC or other designated Federal official instructions.

The EPA Project Officer and regional Deputy Project Officer(s) will work with the zone Program Manager to provide overall coordination and oversight of the program and to resolve any problems that may occur. Ordering Officers will issue Delivery Orders to the zone Program Manager to initiate cleanup work. Ordering Officers will include OSCs and other designated Federal officials. OSCs and other designated Federal officials will direct the execution of the Delivery Order through the Response Managers. Support shall

be provided to Federal OSCs (EPA, U.S. Coast Guard, or other) and other designated Federal officials located in each EPA Region or Coast Guard District Office in the contractor's zone. All cleanup activities will be conducted in accordance with the National Contingency Plan (40 CFR Part 300). The contractor shall provide all personnel, material, and equipment types, as specified in Delivery Orders. These items shall be provided to any zone location within the response time limits specified in Appendix C, or longer as specified in the Delivery Order. The contractor shall not be precluded from providing these items in less than the response time limits specified in Appendix C. To accomplish this scope, the contractor shall perform the following functions:

I. PROGRAM MANAGEMENT

A. The contractor shall designate a Program Manager and provide support staff, facilities, and administrative capabilities as needed to ensure the successful and efficient accomplishment of this Statement of Work. The Program Manager (or designee) shall be the single point of contact for coordination with the EPA Project Officer (PO) and Deputy Project Officer (DPO), and shall be responsible for receiving and managing the implementation of all Delivery Orders under this contract. Specific management responsibilities of the Program Manager shall include but may not be limited to the following:

1. Maintaining close communications and coordination with EPA PO and DPO, including reporting any and all problems encountered in performing Delivery Orders and implementing any special controls specified by EPA.

2. Retaining and managing the distribution of cleanup personnel, equipment, and materials so that all necessary items are available at any zone location within the response time limits specified in Appendix C and elsewhere.

3. Receiving and implementing Delivery Orders issued by the Ordering Officers.

4. Designating a Response Manager for each separate cleanup action to work directly with the OSC or other designated Federal official on scene.

5. Providing overall supervision and administrative support to all Response Managers.

6. Maintaining a response-by-response accounting of all costs incurred in accordance with reporting requirements, and controlling costs at all levels of work.

7. Developing procedures and forms as necessary to enable uniform record keeping and program management documentation.

8. Preparing and submitting all reports as specified in the contract schedule.

9. Completing special reports or studies pertaining to the contract effort as requested by EPA.

10. Developing, implementing, and managing a quality assurance program that will ensure that all environmental measurements obtained are of known quality. Developing, implementing, and managing a quality assurance project plan for each separate cleanup action in which environmental measurements will be made. Ensuring that the performance of assigned tasks adhere to all quality assurance program and project plan requirements as well as EPA Region-specific quality assurance requirements.

11. Obtaining special services in a timely and cost efficient manner, such as specialized cleanup equipment or personnel upon direction from the Ordering Officer.

12. Implementing a comprehensive program safety plan to protect all cleanup personnel.

13. Providing and maintaining a twenty-four-hours-per-day, seven-days-per-week zone call center to provide Ordering Officers with immediate access to cleanup services.

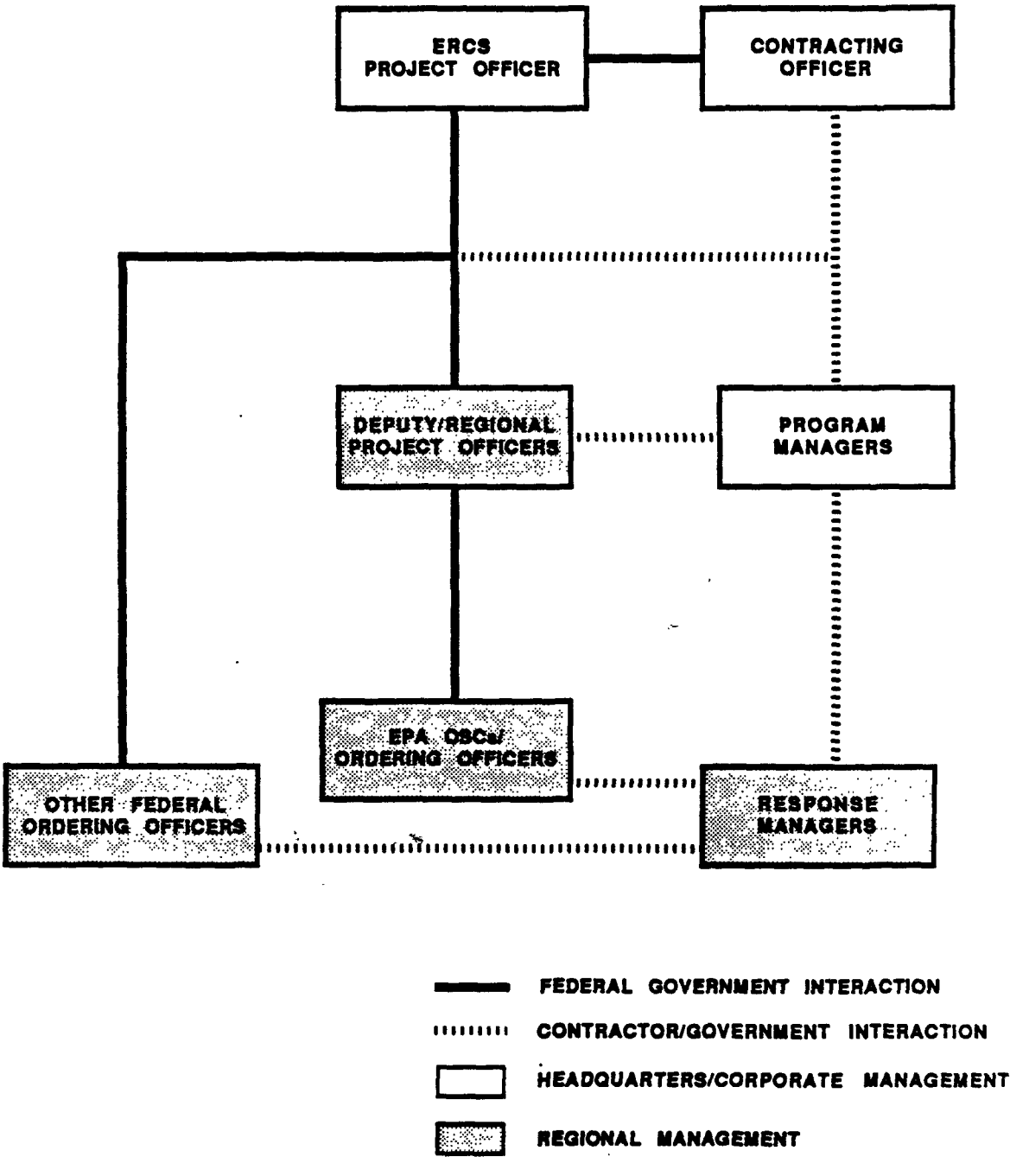
B. For each cleanup action Delivery Order issued to the contractor, the Program Manager shall designate a Response Manager. This Response Manager shall be fully dedicated to the specific cleanup action for the duration of the response, unless substitutions are approved by the OSC or designated Federal official. The Response Manager shall be the single point of contact for on-scene coordination, and shall be responsible for the management and execution of all cleanup activities in exact accordance with the specifications of an OSC or other designated Federal official. Coordination relationships between EPA and the Response Manager are outlined in Figure A-1. The Response Manager shall not be precluded from responding in less than the response time limits. The Response Manager shall be on scene on a daily basis unless instructed otherwise by the OSC or other designated Federal official. Specific on-scene management responsibilities of the Response Manager shall include but may not be limited to the following:

1. Maintaining close communication and coordination with the OSC or other designated Federal official for the duration of a specific response, including reporting any and all problems encountered in executing cleanup activities.

2. Conducting on-scene surveys to develop detailed project work plans.

FIGURE A-1

ERCS Contract Management Structure



3. Providing the OSC or other designated Federal official with immediate on-scene access to all contractor cleanup personnel, equipment and materials at a specific response at all times in order to allow the OSC or other designated Federal official to direct the Federal response.

4. Providing administrative support, supervision, and management of cleanup personnel, equipment, and materials provided on scene to ensure that all directives issued by the OSC or other designated Federal official are immediately executed in an acceptable manner. At the option of the OSC or other designated Federal official, once cleanup personnel are assigned to a response by the Response Manager, they shall become fully dedicated for the life of the project.

5. Taking immediate corrective action when performance is not acceptable to the OSC or other designated Federal official.

6. Ensuring that the performance of assigned tasks adheres to all quality assurance, quality control and chain-of-custody procedures specified in the QA program and project plans and in accordance with EPA Region-specific QA requirements. The quality assurance program will insure that all environmental measurements obtained are of known quality.

7. Providing the OSC or other designated Federal official with a detailed accounting of all cost incurred at a specific site in a format and frequency specified in the delivery order.

8. Implementing a comprehensive response action safety plan to protect all contractor cleanup personnel.

II. PROGRAM CLEANUP OPERATIONS

The contractor shall provide cleanup services for spills of oil and for immediate or planned removals and initial remedial measures for hazardous

substances, as specified in Delivery Orders issued to the Program Manager (or designee). Immediate removals will be specified in delivery orders when the initiation of a response within hours or days will prevent or mitigate immediate and significant harm to human life or health, to the environment, or to real or personal off-site property. Planned removals will be specified in delivery orders for release incidents that permit several days or weeks to consider the need for a response, but that still requires expeditious attention. Initial remedial measures may be specified before final selection of an appropriate remedial action if such measures are determined to be necessary to limit exposure or threat or exposure to a significant health or environmental hazard. Delivery Orders may be issued verbally, then in writing as soon as is practical.

If specified in Delivery Orders, the contractor shall conduct an initial on-scene survey. The purpose of the survey shall be to gain sufficient on-scene familiarity with the Delivery Order scope of work to enable the contractor to propose a detailed work plan to accomplish the project in the most effective, efficient, and safe manner. This work plan shall define the types and quantities of cleanup personnel, equipment and materials that would be needed, the proposed project schedule by subtask, and the estimated cost. The contractor shall not be authorized to begin work until the work plan has been approved by the Ordering Officer.

The contractor shall provide all personnel, materials, and equipment types and quantities as specified by the Ordering Officer within the response time limits specified in Appendix C or longer if specified in the Delivery Order. The contractor shall not be precluded from providing these items in less than the response time limits. The contractor shall take any action, under the direction of the OSC or other designated Federal official, as may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil or hazardous substances into the environment. These actions may include but shall not be limited to those conducted under the following cleanup work phases:

A. Containment and Countermeasures

Defensive actions shall be taken to protect the public health and welfare, which shall include but may not be limited to: sampling and analysis to determine the source, spread, and disposal options of a release; containing the release at its source and preventing further acute flow of the pollutant; controlling the source of discharge; using chemicals or other materials to restrain the spread of the pollutant; placing physical barriers to deter the spread of a pollutant; constructing slurry trenches; placing diversionary booms; earth moving; drum handling; containerizing pollutants; diverting streams; keeping waterfowl and other wildlife away from the polluted areas; controlling water discharge from upstream impoundments; providing alternative drinking water supplies on a temporary basis; providing temporary housing for evacuees; providing traffic, crowd, and navigation controls; providing security; and executing damage control or salvage operations.

B. Cleanup, Mitigation and Disposal

Actions shall be taken to recover the pollutant from the affected media. These actions shall include but may not be limited to: using chemicals for flocculation, coagulation, neutralization and separation; using biological treating agents; physical and chemical treatment of affected water and soil; using specialized equipment such as mobile carbon treatment systems; aerating affected media to selectively release volatile components; fixing or treating the polluted media in place; salvaging or destroying vessels; and destroying contaminated equipment and facilities.

In lieu of or following any treatment action, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. Work conducted shall include but may not be limited to flushing contaminants from marsh areas followed by collection and holding; skimming materials from the surface of water; washing soils with subsequent collection and storage of recovered material; pumping contaminated groundwater with subsequent storage; and segregating waste chemicals at uncontrolled hazardous waste sites.

Following removal and temporary storage, any contaminated material shall be disposed of consistent with all appropriate Federal, State and local regulations. The OSC shall have the option to accomplish disposal through this contract or through other contractual mechanisms, at his discretion. Disposal shall be conducted on-site or off-site. Disposal techniques shall include but may not be limited to: controlled or uncontrolled combustion, land disposal, fixation, injection, degradation, and recycling. The disposal operations shall include temporary storage and ultimate disposal. Depending upon the material contaminated, disposal operations shall also include demolition.

All storage, transportation, treatment and disposal of pollutants shall be accomplished meeting all regulatory, safety and environmental laws and regulations at the Federal, State, and local level. The contractor shall be responsible for all necessary transportation and disposal permits.

C. Restoration

Activities shall be taken to repair or replace material damaged by the cleanup operations and actions to restore the damaged environment to as near pre-emergency conditions as possible. Such actions shall include but may not be limited to restocking, regarding, reseeding, replanting and soil replacement.

D. Analytical

On-site and off-site analytical activities shall be taken on a rapid turn-around basis (24 hours or less) to provide chemical and analysis or high sample quantity volume analyses, to include but not limited to pH, flash point, oxidation reduction, organic vapor analysis, TOC sulfides, and TOC phenols. This shall include sample collection, storage, transportation, analysis and disposal.

APPENDIX B

RESPONSE TIME LIMITS (ERCS ZONE CONTRACTS)

APPENDIX B

RESPONSE TIME LIMITS*

The contractor is required to have all items of equipment, material and personnel specified in rapid response time personnel, equipment and materials available at any zone location within the following response time limits. These items may be provided in response times longer than those indicated, if specified in the Delivery Order. The contractor is not precluded from providing these items in less than these response time limits.

A. 1. The contractor shall provide rapid response time personnel, equipment and materials in EPA Region 1 of ERCS Zone 1 within 2 hours of the receipt of a written or oral Delivery Order within a 50-mile radius, or 3 hours within a 100 mile radius, of the following cities:

Portland, Maine
Boston, Massachusetts
New Bedford, Massachussetts
Hartford, Connecticut
New Haven, Connecticut
Burlington, Vermont

2. The contractor shall provide rapid response-time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for all other areas in EPA Region 1 of ERCS Zone 1.

B. 1. The contractor shall provide rapid response time personnel, equipment and materials within 1.5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

- 50 mile radius of New York City, New York (from Columbus Circle)

* ERCS Zone Contracts only (response time limits for other prime contracts will be specified as those contracts are awarded).

- 50 mile radius of Edison, New Jersey (measured from EPA's office complex on Woodbridge Avenue in Edison, New Jersey).

2. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - 20 mile radius of San Juan, Puerto Rico (measured from junction of Puerto Rico Rtes. 1 and 18).

3. The contractor shall provide rapid response time personnel, equipment and materials within 2.5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - 50 mile radius of Albany, New York (measured from State Capital building).

   - 75 mile radius of Rochester, New York (measured from the Federal Building).

   - Remainder of Long Island, New York, not covered in B.1. above.

   - Lake George, New York (in its entirety).

   - 20 mile radius of Syracuse, New York (measured from the juncture of New York Rte. 81 and Rte. 17).

   - 20 mile radius of Ithaca, New York (measured at the juncture of New York Rtes. 79 and 96).

   - 20 mile radius of Elmira, New York (measured from junction of New York Rtes. 17 and 14).

- 20 mile radius of Newburgh, New York (measured from junction of New York Rtes. 84 and 87).

- 20 mile radius of Poughkeepsie, New York (measured from the junction of New York Rtes. 9 and 44).

- 20 mile radius of Kingston, New York (measured from the junction of New York Rtes. 87 and 587).

- 20 mile radius of Utica, New York (measured from the junction of New York Rtes. 90 and 12).

- 20 mile radius of Watertown, New York (measured from the junction of New York Rtes. 81 and 12F).

- New York Rte. 87 (entire length).

- New York Rte. 90 (entire length).

- New York Rte. 81 (entire length).

- New York Rte. 17 (entire length).

- Remainder of New Jersey not specified in item B.1 above.

4. The contractor shall provide rapid response time personnel, equipment and materials within 3.5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

- 10 mile radius of Fajardo, Puerto Rico (measured from junction of Puerto Rico Rtes. 3 and 195).

- 20 mile radius of Guayanilla, Puerto Rico (measured from junction of Puerto Rico Rtes. 2 and 3852).

- 20 mile radius of Mayaguez, Puerto Rico (measured from junction of Puerto Rico Rtes. 2 and 106).

- 20 mile radius of Arecibo, Puerto Rico (measured from junction of Puerto Rico Rtes. 2 and 10).

- 25 mile radius of Guayama, Puerto Rico (measured from junction of Puerto Rico Rtes. 3 and 15).

5. The contractor shall provide rapid response time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - Remainder of New York not specified in B.1 through 4 above.

6. The contractor shall provide rapid response time personnel, equipment and materials within 5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 2 of ERCS Zone 1:

   - Remainder of Puerto Rico and U.S. Virgin Islands not specified in B.2 and 4 above.

C. 1. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   - 25 mile radius of Philadelphia, Harrisburg and Pittsburgh, Pennsylvania.

   - 25 mile radius of Norfolk, Richmond, and Roanoke, Virginia; and Washington, D.C.

   - 12 mile radius of Winchester, Virginia.

   - 25 mile radius of Baltimore, Maryland.

2. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   - 25 mile radius of Scranton, Allentown, Erie and the Alleghany National Forest, Pennsylvania.

   - State of Delaware.

   - 50 mile radius of Pittsburgh and Warren, Pennsylvania and Charleston, West Virginia.

3. The contractor shall provide rapid response time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   - Remainder of Pennsylvania and Maryland not specified above.

4. The contractor shall provide rapid response time personnel, equipment and materials within 5 hours of the receipt of a written or oral Delivery Order for the following areas in EPA Region 3 of ERCS Zone 1:

   - Remainder of West Virginia and Virginia not specified above.

ERCS ZONE 2

A. The contractor shall provide rapid response time personnel, equipment and materials within 2.5 hours of the receipt of a written or oral Delivery Order within a 50 mile radius of the following ERCS Zone 2 cities:

ALABAMA

Mobile
Montgomery
Birmingham

FLORIDA

- Jacksonville
- Tampa
- Miami
- Pensacola
- Orlando

GEORGIA

- Atlanta
- Savannah

KENTUCKY

- Louisville
- Paducah

NORTH CAROLINA

- Asheville
- Charlotte
- Raleigh-Durham
- Wilmington

MISSISSIPPI

- Jackson
- Natchez

SOUTH CAROLINA

- Columbia
- Greenville-Spartanburg
- Charleston

TENNESSEE

- Memphis
- Knoxville

Nashville
Chattanooga

B. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for all other areas of ERCS Zone 2.

ERCS ZONE 3

A. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for the following ERCs Zone 3 areas:

St. Louis County, Minnesota, South of Latitude 47
Carlton County, Minnesota
Douglas County, Wisconsin
Anoka County, Minnesota
Hennepin County, Minnesota
Ramsey County, Minnesota
Milwaukee County, Wisconsin
Waukesha County, Wisconsin
Lake County, Illinois
Cook County, Illinois
Dupage County, Illinois
Lake County, Indiana
Marion County, Indiana
Madison County, Illinois
St. Clair County, Illinois
Saginaw County, Michigan
Bay County, Michigan
Midland County, Michigan
Oakland County, Michigan
Wayne County, Michigan
Monroe County, Michigan
Lucas County, Ohio

Cuyahoga County, Ohio
Franklin County, Ohio
Hamilton County, Ohio

B. The contractor shall provide rapid response time personnel, equipment and materials within 12 hours of the receipt of a written or oral Delivery Order for the following ERCS Zone 3 areas:

Upper Peninsula of Michigan
Northwest Minnesota North of Latitude 47 and West of Longitude 94

C. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for all other areas of ERCS Zone 3 not specified above.

ERCS ZONE 4

A. The contractor shall provide rapid response time personnel, equipment and materials for all areas of EPA Region 6 of ERCS Zone 4 within 6 hours of the receipt of a written or oral Delivery Order.

B. 1. The contractor shall provide rapid response time personnel, equipment and materials for the Department of Commerce 1980 Standard Metropolitan Statistical Area (SMSA) for Kansas City within 2 hours of the receipt of a written or oral Delivery Order.

2. The contractor shall provide rapid response time personnel, equipment and materials for the St. Louis, Missouri SMSA within 3 hours of the receipt of a written or oral Delivery Order.

3. The contractor shall provide rapid response time personnel, equipment and materials within 4 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 7 of ERCS Zone 4:

Des Moines, Iowa
Omaha, Nebraska
Wichita, Kansas
Springfield, Missouri

4. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 7 of ERCS Zone 4 not specified in B.1 through 3 above.

C. 1. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 8 of ERCS Zone 4:

Denver, Colorado
Salt Lake City, Utah

2. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 8 of ERCS Zone 4:

D. 1. The contractor shall provide rapid response time personnel, equipment and materials within 2 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 9 of ERCS Zone 4:

Sacramento, California
San Jose, California
Anaheim/Santa Ana/Garden Grove, California
Los Angeles/Long Beach, California
Riverside/San Bernardino/Ontario, California
Pheonix, Arizona

2. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for Oahu, Hawaii.

3. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order plus transportation time from Oahu for the remainder of the Hawaiian Islands not specified in D.2 above, and for the Pacific Trust Territories.

4. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 9 of ERCS Zone 4 not specified in D.1 through 4 above.

E. 1. The contractor shall provide rapid response time personnel, equipment and materials within 3 hours of the receipt of a written or oral Delivery Order for the following SMSA locations in EPA Region 10 of ERCS Zone 4:

Seattle, Washington
Portland, Oregon

2. The contractor shall provide rapid response time personnel, equipment and materials within 24 hours of the receipt of a written or oral Delivery Order for the State of Alaska.

3. The contractor shall provide rapid response time personnel, equipment and materials within 6 hours of the receipt of a written or oral Delivery Order for the remainder of EPA Region 10 of ERCS Zone 4.

APPENDIX C

COST DOCUMENTATION

Source: Removal Cost Management Manual, Chapter 5, U.S. Environmental Protection Agency, Office of Emergency and Remedial Response, Washington, D.C., January 1985.

required information necessary for proper cost documentation includes the following:

- chronology of events and decisions;
- entry and exit of personnel and equipment;
- contractor work planned/authorized and contractor work accomplished;
- contractor costs;
- site conditions; and
- cumulative project costs.

On-scene information can be documented by the OSC and/or by other personnel who perform the specific job functions of cost manager, and safety and security officer. The on-scene cost manager documents the chronology of events and decisions, contractor work planned/authorized and accomplished, contractor costs, cummulative project costs, and prepares the Documentation Index (see Section 5.3 for the Index). The on-scene safety and security officer documents site conditions, and entry and exit of personnel and equipment. When the scope of work is limited, the cost manager will double as the safety and security officer.

Each of the above types of information is discussed in the following sections. A matrix outlining the cost documentation system is presented in Exhibit 5-1.

5.1.1 Chronology of Events and Decisions

A chronology must be kept of dates and times of all key activities and decisions made on site. This includes the types of actions taken and

Exhibit 5-1 COST DOCUMENTATION MATRIX

Required Information	Frequency	Detail of Necessary Information	Reasons for Need	Options for Documenting Costs
Chronology of events and decisions	Daily	Times and dates of all actions taken, all decisons made: • What actions were decided upon and why • Problems encountered on site and how they were resolved • Activities carried out by all personnel on site • All meetings: management, with contractor, with elected officials, with public • Accidents/exposure	• Accountability to EPA management, Congress, the public • Documentation in support of Cost Recovery (verification that actions taken were consistent with CERCLA and the NCP) • Historical records -- useful for future removals • Documentation in case of liability • Documentation to certify contractor invoices	• OSC Log • Detailed Daily POLREP
Entry and exit of personnel and equipment	Daily	• The date, time and name of all personnel and equipment that enter and exit the site	• Verification of EPA Form 1900-55 • Documentation to certify invoices • Documentation to verify non-ERCS costs • Documentation to assist in site safety and security	• OSC Log • Entry/Exit Log
Contractor work planned/authorized and contractor work accomplished	Per work stage	• What contractor work was ordered on site • What contractor work was carried out and how it was accomplished	• Reconciliation of discrepancies • Verification of EPA Form 1900-55 • Documentation to certify invoices • Historical record of daily cleanup progress	• POLREP • OSC Log • Work Report
Contractor costs	Daily	• Daily account of all costs incurred by contractor (salaries, equipment costs, subcontractor costs, etc.)	• Required by contract • Documentation for on-going cost projection • Documentation for cost recovery • Highlights any inefficient or excessive use of resources	• EPA Form 1900-55
Site conditions	Daily	• Weather, ground conditions	• Documentation to justify delays, problems • Information to assist in health and safety of on-site personnel	• POLREP • OSC Log
Cumulative project costs	Daily	• All project costs (EPA, TAT, ERCS, etc.) accrued to date	• Information to assist in cost projection -- to prevent delays and increased costs associated with work stoppage while ceiling is increased or $1 million exemption is approved	• Incident Obligation Log • Daily POLREP (with detailed cost accounting)

why they were taken; problems encountered on-site and how they were resolved; activities carried out by on site personnel; all meetings with EPA managers, the contractor, elected officials, and the public; and any accidents or incidents of exposure.

A chronology provides an account of site activities for EPA management, Congress, and the public. It becomes a historical record that may be useful for future removals. It also serves to verify for cost recovery actions that work completed was consistent with CERCLA and the NCP, and to verify contractor charges.

5.1.2 Entry and Exit of Personnel and Equipment

The names of all personnel and equipment entering and exiting the removal site and the dates and time of entry and exit must be recorded. This information is instrumental in verifying ERCS personnel and equipment charges. In addition, entry and exit information of personnel in the hot zone is recommended for site security and personnel safety. In the event of exposure, the recorded entry and exit information can help to identify personnel who might have been exposed.

5.1.3 Contractor Work Planned and Contractor Work Accomplished

The contractor work authorized by the OSC must be recorded along with the subsequent detail of what work the contractor accomplished. When recorded, this information can reconcile discrepancies and help to verify the Contractor Cost Report (EPA Form 1900-55). In addition, this information is a historical record of daily cleanup progress.

5.1.4 Contractor Costs

A recorded daily account of all costs incurred by the cleanup contractor, including labor, equipment costs, and subcontractor charges, is required in the ERCS contract. Daily cost information is a tool for cost projection, and is instrumental in cost recovery actions. This information can also uncover inefficient or excessive use of labor and equipment.

5.1.5 Site Conditions

It is important to keep a record of weather, ground conditions, and other physical conditions at a removal site in order to justify delays and other on-site problems. Information on site conditions can also assist in protecting the health and safety of on-site personnel.

5.1.6 Cumulative Project Costs

All on-site project costs, including those incurred by the ERCS contractor, EPA, other Federal agencies, and TAT must be recorded and documented on a daily basis. Maintaining a daily accounting of project costs provides data that can be used in cost projections. Daily accounting also reduces delays and costs associated with work stoppage while the project ceiling is under review for an increase or the $1 million exemption is being approved.

5.2 OPTIONS FOR DOCUMENTING COSTS

The information described in Section 5.1 can be recorded and preserved through a variety of cost documentation tools. The forms listed and described below are currently used at many removal actions:

- OSC Log
- Detailed Daily POLREP
- Entry and Exit Logs
- Work Report
- Contractor's Daily Cost Report -- EPA Form 1900-55
- Incident Obligation Log

Only one of these forms, the EPA Form 1900-55, is currently required to be completed under the CERCLA removal program. The other forms are optional mechanisms to record required site information. EPA Regions and OSCs have the flexibility to either use the forms presented herein, or design their own forms to best meet the needs of cost management and documentation at a particular site. To reiterate, documentation of the information presented in Section 5.1 is required, while the particular documentation techniques presented below (except the EPA Form 1900-55) are optional.

5.2.1 OSC Log

The OSC Log is a bound log with detailed daily entries about work accomplished at a CERCLA removal site, meetings held, decisions made, etc. A detailed OSC log can fulfill the following documentation requirements: chronology of events and decisions, entry and exit of personnel and equipment, contractor work planned/authorized and contractor work accomplished, and site conditions. An example of an entry in a detailed OSC log is presented in Exhibit 5-2.

5.2.2 Detailed Daily POLREP

A Pollution Report (POLREP) may be prepared daily and can include extensive information about activities on a removal site. A POLREP can be used to fulfill the following documentation requirements: chronology of events and decisions, contractor work planned/authorized and contractor work accomplished, site conditions, and cumulative project costs. An example of a detailed POLREP is presented in Exhibit 5-3.

5.2.3 Entry and Exit Logs

A personnel and equipment Site Entry and Exit Log is a record of the entry and exit times of all personnel (ERCS, EPA, TAT, etc.) and equipment on site. Any person or equipment leaving the site for any reason, regardless of the duration of time, must be "logged out." A Hot Zone Entry and Exit Log may be used to record all personnel entering and exiting the hot zone and the level of protection worn. These logs satisfy the requirement for documenting the entry and exit of personnel and equipment. An example of a personnel and equipment Site Entry and Exit Log is presented in Exhibit 5-4, and a Hot Zone Entry and Exit Log is shown in Exhibit 5-5.

5.2.4 Work Report

The Work Report can be used to document contractor work planned/authorized as well as the contractor work accomplished. The Work Report can be used prospectively to detail work to be performed by the contractor, with a summary of work completed added at the end of the day. It can also be used to summarize oral work orders given to the contractor by the OSC and to identify what work was performed. If used prospectively, it is suggested that the contractor sign the order. An

explanation can also be provided to identify problems and changes in work planned/authorized and work accomplished. A Work Report does not have to be prepared daily if a particular phase or type of work is to be performed over a matter of days (e.g., drum staging). An example of a Work Report is presented in Exhibit 5-6.

5.2.5 Contractor Cost Report -- EPA Form 1900-55

As previously mentioned, the EPA Form 1900-55 is currently the only form required to be completed in the cost documentation system, and fulfills the requirement to document contractor costs. This report is completed and signed by the contractor, and is then reviewed and signed by the OSC. The EPA Form 1900-55 includes contractor personnel costs, equipment charges, expendable materials, and subcontractor charges. A copy of an EPA Form 1900-55 is presented in Exhibit 5-7.

5.2.6 Incident Obligation Log

The Incident Obligation Log (IOL) is used to chart cumulative costs. It provides daily tracking of all costs that are counted toward the total project ceiling. It also tracks the limits for individual cost categories (e.g., ERCS, TAT, EPA, and other Federal agencies). An example of an Incident Obligation Log is presented in Exhibit 5-8. The columns on the left list the cumulative expenditures for each category (ERCS, EPA, TAT, etc.). Daily costs are listed in the smaller boxes under the appropriate categories. Cumulative costs are listed in the larger boxes. The columns to the right list daily expenditures, cumulative expenditures and funds remaining on a daily basis.

5.3 FULFILLING COST DOCUMENTATION REQUIREMENTS

The OSC is required to document each of the six types of site information at a removal action. The documentation method can incorporate any of the six forms presented here or other forms that the OSC considers effective (but always including the EPA Form 1900-55).

The OSC or the designated on-site cost manager must prepare a Cost Documentation Index similar to the one in Exhibit 5-9. This Index serves to ensure that each piece of required information has been documented. It also identifies the documentation method used, and where the information has been recorded. Without a Cost Documentation Index, important site information that has been carefully documented may be difficult to find, and therefore may be rendered useless.

Once the Cost Documentation Index is completed, it should become part of the removal site document file. The Index becomes a key component of the file because it is a record of exactly how site information was documented. In addition, the file must contain all of the information that has been documented as identified on the Index (i.e., POLREPS, Entry/Exit Logs, EPA Forms 1900-55).

The file structure used at each removal site must be consistent, well-organized and routinely maintained. Ideally, the site file structure should be consistent with the Regional file system. The EPA Office of Policy and Program Development (OPPM) (now the Office of Program Management) issued a suggested organizational system for Regional

CERCLA files. This file structure, however, appears to be more detailed than would be necessary for a command post file at a removal action. As an alternative, the on-scene cost manager should consider utilizing the abbreviated file structure presented below. The file subjects are:

- Cost Documentation Index
- Action Memo
- Entry and Exit Log
  - Site
    - Personnel
    - Equipment
  - Hot Zone
    - Personnel
    - Equipment
- EPA Form 1900-55
- Incident Obligation Log (IOL)
- OSC Log
- POLREP
- Work Report

It must be remembered that the cost manager will be responsible for maintaining this file on a daily basis whenever possible.

Maintaining all relevant documents in the above orderly file system will facilitate the incorporation of command post files into the Regional office files. Exhibit 5-10 shows an abbreviation of the OPPM suggested file structure, indicating where the above site documents should be filed. Complete, well-organized Regional files will aid in cost recovery and facilitate review by the Inspector General's Office. The file system will also provide readily accessible documents if an OSC is later called to testify on a particular removal action.

Exhibit 5-2 EXAMPLE OF AN OSC LOG

OSC LOG
ABC Drum Site
November 12, 1984

0600 2 TATs arrive on site.

Site conditions - Partly cloudy skies, temperature 55°F. Rain has stopped - Forecast calls for clear, dry weather and moderate temperatures (high 50's).

0610 OSC arrives on site.

0630 ERCS Contractor, Wastebusters, Inc. personnel arrived on site. On site contractor personnel included:

- 1 Foreman
- 1 Chemist
- 1 Engineer
- 3 Level Two technicians
- 3 Equipment Operators
- 4 Level One laborers

Contractor equipment brought to site:

- 1 Backhoe Cat 225
- 2 Front End Loaders LC 4.5

0645 OSC reviews scope of work for the day with contractor foreman and TAT. Work to be completed by contractor today:

- Continue excavation and staging of drums
- Continue sampling of staged drums
- Continue excavation of contaminated soil near lagoon
- Begin bulking of liquids removed from warehouse

TAT will monitor Wastebuster's work and help with drum sampling.

Level B protection to be used in work with drum excavation, staging and sampling. Level C protection to be used in work with excavation of soil and liquid bulking.

0800 Wastebuster's field clerk arrives on site.

0900 State geologist, Herb Denning, arrives on site. OSC discusses progress of state groundwater sampling efforts. Denning indicates that preliminary results should be available within 2 to 3 weeks.

1000 State geologist leaves site.

1015 Tank truck from Firesign Incinerators arrives on site. Bulking of liquids from warehouse begins.

1030 Soil excavation operation stops due to backhoe getting stuck in mud. Local tow truck operator called to pull out backhoe.

1130 Backhoe freed from mud, excavating operation continues.

Exhibit 5-2 (Continued)

1200 All personnel break for lunch.

1230 Site work begins again.

1300 OSC calls Tom Bradley, Headquarters Contracting Officer, regarding a discrepancy on the 1900-55 form. Discrepancy involves ERCS contractor overcharging for Level B protection. Tom says he will look into the matter and get back to OSC.

1415 Tank truck leaves site with 3,000 gallons bulked liquid. Liquids are organic solvents. All drum waste has now been removed from warehouse except for 10 drums of PCB liquid. Awaiting results from sampling to select disposal option for PCB material.

1500 OSC receives call from Jim Squires, EPA Enforcement Attorney. Jim says that RP threatening to deny continued EPA access to site if his demands are not met. OSC to meet with Enforcement staff 11/13 to discuss matter.

1600 Phase I of soil excavation complete. 156 cu. yds. of soil excavated today. 1780 cu. yds. total excavated. OSC instructs Wastebusters to put one of the front end loaders on standby until soil sample testing results are received.

1730 Work ceases. Work completed today:
- Excavated and staged 200 more drums
- Sampled 75 drums
- Bulked and transported off site 3,000 gal. organic solvents.
- Excavated 156 cu. yds. soil. Phase I excavation complete.

1800 All Wastebuster's personnel leave site.

1830 OSC and both TATs leave site.

Exhibit 5-3
EXAMPLE OF A DETAILED POLREP

POLREP

DATE: NOVEMBER 12, 1984

POLREP NUMBER: 10

NAME OF REMOVAL ACTION: ABC DRUM SITE, ANYTOWN, NEW JERSEY

OSC: John Smith, Region II

SITUATION:

Rain showers last night have created some mud onsite. Weather today was partly cloudly, temperatures in the 50's. Immediate Removal Action continues.

Personnel on scene this date:

ERCS contractor - 13
TAT - 2
EPA -1 (OSC)

RP has threatened to deny EPA access to site if his demands concerning site conditions are not met. OSC and Regional enforcement attorney to meet 11/13 to discuss the matter. RP's actions have not impeded any cleanup work to date. Enforcement will seek court order granting EPA access to site if necessary.

OSC met with State geologist to discuss the state's groundwater sampling efforts. Preliminary results should be available within 2 to 3 weeks.

ACTIONS TAKEN:

Excavated 156 cu. yds soil near lagoon this date. 1780 cu yds total excavated. Phase 1 of soil excavation now complete. OSC awaiting soil sample results to determine if further excavation is needed.

3,000 gallons of organic solvents from warehouse were bulked and shipped off site to Firesign Incinerators. All drum waste from warehouse has now been removed except for 10 drums of PCB liquids.

200 more drums excavated and staged. Drum sampling continues. Estimate that 700 drums remain buried.

Exhibit 5-3
(Continued)

FUTURE PLANS:

Continue drum excavation staging and sampling.

Await soil sample results to determine if further excavation of soil near lagoon is needed.

Evaluate disposal options for hazardous waste on site, including 10 drums of PCB still in warehouse.

COST TO DATE:

	Nov. 12	Total to date
ERCS	$ 9,168	$ 95,200
TAT	650	6,368
EPA	350	1,751
Other	1,525	15,498
Total	$11,693	$118,817

OTHER INFORMATION:

Removal action proceeding on schedule.

Exhibit 5-4

EXAMPLE OF A PERSONNEL AND EQUIPMENT SITE ENTRY AND EXIT LOG

SITE ENTRY AND EXIT LOG						
Work Site						Date
TIME		PERSONNEL	REPRESENTING	TIME		EQUIPMENT
In	Out			In	Out	
Comments						

EXAMPLE OF A HOT ZONE ENTRY AND EXIT LOG

HOT ZONE ENTRY AND EXIT LOG			
Work Site			Date
TIME		PERSONNEL	LEVEL OF PROTECTION
In	Out		
Comments			

EXAMPLE OF A WORK REPORT

WORK REPORT	
Work Site	Work Period From / / To / /
Contractor Contractor Rep.	OSC
Work Planned/Authorized	Work Accomplished
Equipment Planned/Authorized	Equipment Used
Comments	
Contractor Signature	OSC Signature
Date	Date

Exhibit 5-7 EPA FORM 1900-55 PERSONNEL REPORT

Form Approved OMB No 2000 0285
Approval expires 9 30 86

US ENVIRONMENTAL PROTECTION AGENCY HAZARDOUS SUBSTANCE RESPONSE FUND CONTRACTOR COST REPORT	CONTRACTOR	CONTRACT NUMBER
CONTRACTOR PERSONNEL REPORT	ASSIGNMENT NUMBER	DATE

1. EMPLOYEES ASSIGNED	2. WORK CLASSIFICATION	3. HOURLY LABOR RATE		4 HOURS EMPLOYED		5.	6 TOTAL HOURS		7. TRAVEL AND SUBSISTENCE COSTS	8 TOTAL PERSONNEL COSTS
		REGULAR	OVERTIME	FROM	TO	BREAK TIME	REGU LAR	OVER TIME		
								TOTAL PERSONNEL COSTS		

E[illegible]m 1900-55 (1-82)

Original [illegible]cene Coordinator
Copy 1 [illegible]rector
Copy 2 [illegible]urement

Exhibit 5-7 (Continued) EQUIPMENT/MATERIALS REPORT

CONTRACTOR–OWNED EQUIPMENT/MATERIALS REPORT	CONTRACTOR	CONTRACT NUMBER
	ASSIGNMENT NUMBER	DATE

9 EQUIPMENT USED	10. HOURS USED		11. COST PER HOUR	12. TOTAL HOURS	13. TOTAL COST	15. MATERIALS USED	16 QUANTITY	17 TOTAL COST
	FROM	TO						
14 TOTAL EQUIPMENT COSTS				$		18. TOTAL MATERIAL COSTS	$	

EPA Form 1900-55 (1-82)

Original – On Scene Coordinator
Copy 1 – Contractor
Copy 2 – Procurement

Exhibit 5-7 (Continued) SUBCONTRACTOR REPORT

SUBCONTRACTOR REPORT	CONTRACTOR	CONTRACT NUMBER
	ASSIGNMENT NUMBER	DATE

19 SUBCONTRACTOR NAME	20 WORK DESCRIPTION	21. SUBCONTRACT AMOUNT
22 TOTAL SUBCONTRACT COSTS		$

23 REMARKS

24 CONTRACT CEILING AMOUNT	$
25 TOTAL ESTIMATED CONTRACT COSTS TO DATE	$
26 TOTAL ESTIMATED COSTS TO COMPLETE CONTRACT	$

I certify that this report is a true and complete record of the labor, supervision, travel, equipment, materials, and subcontractors which I ordered and authorized from the contractor in the performance of the above cited contract

Signature of OSC Representative	Time Arrived on Scene	Time Departed

I certify that this report is a true and complete record of the labor, supervision, travel equipment materials, and subcontractors provided by the contractor in the performance of the above cited contract

Signature of Contractor's Authorized Representative	Date

EPA Form 1900 55 (1 82)

Original On Scene Coordinator
Copy 1 Contractor
Copy 2 Procurement

Exhibit 5-9

EXAMPLE OF A COST DOCUMENTATION INDEX

COST DOCUMENTATION INDEX	
Work Site _____	Period of Removal Action _____
Location _____	OSC _____
INFORMATION REQUIRED	**DOCUMENTATION TECHNIQUE**
Chronology of Events and Decisions	☐ OSC Log ☐ POLREP ☐ Other, Specify: _____
Entry and Exit of Personnel and Equipment	☐ OSC Log ☐ Site Entry/Exit Log ☐ Hot Zone Entry/Exit Log ☐ Other, Specify: _____
Contractor Work Planned/ Authorized and Contractor Work Accomplished	☐ POLREP ☐ OSC Log ☐ Work Report ☐ Other, Specify: _____
Contractor Costs	☐ EPA Form 1900-55 (mandatory)
Site Conditions	☐ POLREP ☐ OSC Log ☐ Other, Specify: _____
Cumulative Project Costs	☐ Incident Obligation Log ☐ POLREP ☐ Other, Specify: _____

Exhibit 5-10

OPPM SUGGESTED FILE STRUCTURE (ABBREVIATED)

A. SITE OVERVIEW SHEET

- Cost Documentation Index

B. RESPONSE MANAGEMENT

1. Technical/Engineering/Construction Work
   - POLREP
   - Action Memo
   - OSC Log
   - Entry and Exit Log
   - Work Report
2. Enforcement
3. State and Other Agency Coordination
4. Community Relations
5. Contracts
6. Financial
   - Incident Obligation Log (IOL)
   - EPA Form 1900-55

APPENDIX D

RCRA CONTACTS

COMPLIANCE STATUS OF RCRA DISPOSAL FACILITIES

APPENDIX D

RCRA CONTACTS

COMPLIANCE STATUS OF RCRA DISPOSAL FACILITIES

Region	Contact	Phone Number
I	Gerald Levy, Chief Compliance Monitoring and Enforcement Section	FTS 8-223-1591 (617) 223-1591
II	Stan Siegel Compliance and Enforcement Section	FTS 8-264-9638 (212) 264-9638
III	Pete Shaw, Chief Enforcement Section	FTS 8-597-8334 (215) 597-8334
IV	Allen Antley, Chief Waste Compliance Section	FTS 8-257-4552 (404) 881-4552
V	Bill Muno, Chief Enforcement Section	FTS 8-886-4434 (312) 886-4434
VI	Randy Brown, Chief Compliance Section	FTS 8-729-9891 (214) 767-9891
VII	Dave Doyle Compliance Section	FTS 8-757-2891 (913) 236-2891

APPENDIX D (Continued)

VIII	Diana Shannon, Chief Compliance Section	FTS 8-564-1500 (303) 293-1500
IX	Jeff Scott Toxics and Waste Management Division	FTS 8-454-8127 (415) 974-8127
X	Chuck Rice, Chief Compliance Section	FTS 8-399-0695 (206) 442-0695

APPENDIX E

CURRENT EPA CONTRACTORS WITH WHOM ERCS CONTRACTORS MAY INTERACT

Contract	Contractor	EPA Project Officer	EPA Contracting Officer
TAT	Roy F. Weston, Inc.	Jack Jojokian (202) 382-2458	Tom Sullivan (202) 382-3210
REM/FIT (Zone 1)	NUS	Bill Kaschak (202) 382-3248	Ron Kovach (202) 382-3201
REM/FIT (Zone 2)	CH2M Hill	Nancy Willis (202) 382-2347	Vince Gonzales (202) 382-2090
REM II	Camp Dresser & McKee	Linda Boornazian (202) 382-7997	Ulrike Joiner (202) 382-2302
REM III	Ebasco Services	John Kingscot (202) 382-7996	Ron Kovach (202) 382-3201
REM IV	CH2M Hill	Nancy Willis (202) 382-2347	Vince Gonzales (202) 382-2090
CLP	Viar & Company	Stan Kovell (202) 382-7906	David Watson (202) 382-3244
TES II	Planning Research Corporation	Mike Kosakowski (202) 382-5611	Marian Bernd (202) 382-3195

GLOSSARY

GLOSSARY

activity: a group of tasks that together comprise a segment(s) of the sequence of events undertaken in determining, planning, and completing a response to a release or potential release of a hazardous substance. Activities include, for example, remedial investigation, feasibility study, remedial design, and remedial construction.

allocation: the funding level authorized (i.e., approximate dollar amount approved) by OERR/OSWER management in action memoranda for conducting a defined set of activities at a hazardous substance site.

allowance: an amount established during the budgeting process signifying the level of resources at which an organization can operate. An allowance serves as an unofficial spending limit from which commitments and obligations are withdrawn.

allowable costs: costs that are eligible, reasonable, necessary and allocable and that are permitted under the appropriate Federal cost principles, in accordance with EPA policy. For example, allowable costs might include contractual services, response by State employees (under a Cooperative Agreement or contract), materials and supplies, equipment, and other direct and indirect costs.

cleanup: actions undertaken during a removal or remedial response to address a release of a hazardous substance that poses a threat or potential threat to human health and welfare, the environment and/or real and personal property. Cleanup activities may include removal and disposal of contaminated material, provision of alternate water supplies, on-site monitoring and temporary evacuation and relocation of threatened individuals.

commitment: an amount administratively reserved to cover an expected obligation. A commitment reflects the intention to obligate funds to a specific activity. The primary document used to commit funds is the Procurement Request (PR) or EPA Form 1900-8.

Community Relations Plan (CRP): a plan for addressing local citizens' and officials' concerns to a hazardous waste site and integrating community relation activities into technical responses at sites to help prevent disruptions and delays in response actions. A CRP should be completed for removal actions expected to last longer than 45 days and should include a short description of site background, nature of community concerns from on-site interviews, key site issues, site-specific communication objectives, and community relations activities as coordinated with technical response activities.

containment: an action(s) undertaken that focuses on controlling the source of a discharge or release and minimizing the spread of the hazardous substance or its effects. Containment may include such actions as construction of slurry trenches, installation of diversionary booms, earth moving, plugging of damaged tank cars, and/or use of chemicals to restrain the spread of the substance.

Contractor Cost Report (EPA Form 1900-55): a form prepared by the ERCS contractor at the end of each day to identify all personnel, equipment and materials used to complete assigned tasks.

Contracting Officer: the EPA official who has been delegated authority to enter, modify and administer the ERCS contracts. The Contracting Officer retains sole responsibility for most contract administration functions.

countermeasures: actions undertaken to directly protect humans from exposure to a hazardous substance release or potential release. Countermeasures may include such actions as provision of alternate water sources, temporary evacuation and relocation, and closing of public recreation facilities in the vicinity of the release.

Cure Notice: an official notice issued by the EPA Ordering Officer to the contractor in situations where the contractor fails to perform the services ordered within the time required. The "cure notice" informs the contractor that unless the failure to perform is sufficiently explained or cured within a designated time, the Government may terminate the Delivery Order for default. The "cure notice" is transmitted to the contractor on a standard EPA form known as a "Notice of Failure to Perform or to Make Progress in Performance."

Delivery Order: a form prepared by an Ordering Officer which specifies the services to be performed and the personnel, equipment and materials to be furnished to the Government by the ERCS contractor to complete a specific removal action.

Deputy Project Officer (DPO): the EPA Regional official responsible for overseeing and organizing required interactions between regional EPA personnel and other Federal staff and the contractor to ensure that correct management procedures are followed.

disbursement: actual payment for services and goods. Disbursement is often used synonymously with the terms "expenditure" or "outlay" in governmental accounting literature.

discharge: as defined by Section 311 (a)(2) of the Clean Water Act (CWA) includes but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping of oil. For purposes of the Superfund program, discharge shall also mean the substantial threat of a discharge.

discovery: refers to the notification, observance, or detection of a release or substantial threat of release or discharge of a hazardous substance or oil into the environment. A discovery may be made through notification or investigation in accordance with statutory requirements, incidental observation by government agencies or the public, notifications by permit holders or inventory efforts conducted by Federal, State or local agencies.

disposal: the discharge, deposit, injection, decomposing, spilling, leaking or placing of any solid waste or hazardous waste into or on any land or water so that such substances or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground-waters.

Emergency Response Cleanup Services (ERCS) Contracts: contracts awarded to contractors who provide specific services, equipment and materials to conduct emergency response cleanups of hazardous substance and oil releases under the direction of OSCs.

EPA lead: means that the EPA has primary responsibility for planning and conducting either part of or an entire removal or remedial action.

expenditure/expense: means the incurring of a liability or a payment of cash. The term(s) is often used synonymously with "disbursement" or "outlay."

facility: (a) any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, or aircraft, or (b) any site or area where a hazardous waste has been deposited, stored, disposed of, placed or otherwise came to be located; but does not include any consumer product or vessel.

feasibility study: a study intended to a) evaluate alternative remedial actions from a technical, environmental, and cost-effectiveness perspective, b) recommend the cost-effective remedial action, and c) prepare a conceptual design, cost estimate for budgetary purposes, and a preliminary construction schedule.

hazardous substance: also sometimes referred to as hazardous waste, means (a) any substance designated pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act, (b) any element, compound, mixture, solution, or

substance designated pursuant to Section 102 of this Act, (c) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (excluding any waste the regulation of which under the Solid Waste Disposal Act has been suspended by Act of Congress, (d) any toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act, (e) any hazardous air pollutant listed under Section 112 of the Clean Air Act, and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator [EPA] has taken action pursuant to Section 7 of the Toxic Substance Control Act. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under Subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

incident: a release or potential release of oil or hazardous substance at a waste site, abandoned facility or fixed operating facility, or resulting from a transportation-related accident or deliberate dumping.

Incident Obligation Log: a log that may be kept during a removal action to provide the OSC with an accurate record of daily charges and an estimate of total project funds available.

invoice package: a package prepared by the ERCS contractor for the ERCS DPO on a monthly basis consisting of one invoice for each removal project conducted for the previous billing period and one cost accounting form itemizing costs for each removal project conducted for the previous billing period.

Memorandum of Understanding (MOU): an agreement between the EPA and another agency (Federal, State, or local) that sets forth basic policies and procedures governing the relationship on matters of mutual interest and responsibility. There is no exchange of funds under this type of agreement.

National Contingency Plan (NCP): officially known as the National Oil and Hazardous Substances Pollution Contingency Plan, the NCP outlines the responsibilities and authorities for responding to releases into the environment of hazardous substances and other pollutants and contaminants under the statutory authority of CERCLA and section 311 of the Clean Water Act (CWA).

National Priority List: a list of the highest priority releases or potential releases of hazardous substances, based upon State and EPA Regional submissions of candidate sites and the criteria and methodology contained in the Hazard Ranking System (HRS), in order to allocate funds for remedial actions.

obligation: a transaction which legally reserves funds for expenditure based upon the original commitment (an obligation can never exceed a commitment). Obligations are incurred by the signing of a contract or other transactions (e.g., orders placed and payrolls) and are legally binding.

On-Scene Coordinator (OSC): the Federal official predesignated by the EPA or the USCG to coordinate and direct a Federal response under the National Oil and Hazardous Substances Pollution Contingency Plan (NCP); or the DOD official designated to coordinate and direct the removal actions from releases of hazardous substances or pollutants or contaminants from DOD vessels and facilities.

Ordering Officer: the EPA-designated Federal official, listed in the administrative recitals of each ERCS contract, who has been delegated authority to place orders against the ERCS zone contracts. The role may be assumed by EPA OSCs, EPA Remedial Project Managers, and other designated Federal officials.

Performance Incentive Plan: a plan prepared for the ERCS zone contract which describes procedures for providing the contractor with an incentive in the form of a financial reward for outstanding performance.

Performance Incentive Pool: a pool of funds set aside yearly for each of the ERCS zone contracts as part of the Performance Incentive Plan.

Performance Targets: the minimum acceptable performance of the contractor, as defined in the contract Statement of Work and specified in individual Delivery Orders, which will warrant the payment of the contractor's fixed rates, including the "profit or fee" contained in the contractor's fixed rate for personnel (or labor) charges. Performance which surpasses the stated targets may be awarded additional "profit or fee" from the Performance Incentive Pool.

POLREP: reports submitted by the OSC to EPA Headquarters to report on a release, the decision to activate the Fund, and progress at the response (including a description of activities and status of funding).

preliminary assessment: an evaluation of the extent of release and degree of threat to human health and the environment in order to determine whether the release meets the criteria for a CERCLA funded removal.

priority site: a site that has been included on either the Interim Priority List or National Priority List.

Program Manager: the ERCS contractor official who serves as the single point of contact for coordination with the EPA HQ Project Officer and Regional DPOs. He receives and is responsible for managing and implementing all Delivery Orders.

project: a group of activities conducted at a site intended to eliminate/remedy a release or potential release of a hazardous substance which poses an actual or potential significant threat to human health, the environment, or real or personal property. A project may focus on only a portion of the site and may be distinguished by one of three classification schemes: (1) geographical extent of the project; (2) lead responsibility for the project (i.e., Cooperative Agreement vs. State contract); or (3) type of remedy.

Project Officer: the EPA official with overall responsibility for managing and directing activities under the ERCS zone contracts. The Project Officer provides a single point of contact for the Contracting Officer and the ERCS zone contractors.

release: any spilling, leaking, pumping, pouring, emitting, emptying, exploding, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (for statutory definition, including exclusions, see the NCP). For the purpose of the NCP, release also means substantial threat of release.

remedial action: subactivity in remedial response involving actual implementation, following design of the selected source control and/or off-site remedial measure. A Federally funded remedial action will be undertaken only at those sites included on the National Priority List.

remedial investigation: an investigation intended to gather the data necessary to: (1) determine the nature and extent of problems at the site; (2) establish cleanup criteria for the site; (3) identify preliminary alternative remedial actions; and (4) support the technical and cost analyses of the alternatives.

removal: the cleanup or removal of released hazardous substances from the environment; such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances; the disposal of removed material or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or the environment, which may otherwise result from a release or threat of release.

reportable quantity: under Section 102 of CERCLA, the quantity of a hazardous substance, that if released to the environment, may present substantial danger to the public health or welfare or the environment and must be reported to either the National Response Center or the EPA. Reportable quantities are set forth in 40 CFR 302.

Response Manager: the ERCS contractor official who oversees a specific cleanup action for the duration of the response. The Response Manager is responsible for the management and execution of all cleanup activities in exact accordance with the specifications developed in the SOW and in the work reports.

responsible party: as defined by Section 107(a) of CERCLA includes "(1) the owner or operator of a vessel (otherwise subject to the jurisdiction of the United States) or a facility, (2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of, (3) any person who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport or disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility owned or operated by another party or entity and containing such hazardous substances, and (4) any person who accepts or accepted any hazardous substances for transport to or from treatment facilities or sites selected by such person, from which there is a release, or a threatened release which causes the incurrence of response costs, of a hazardous substance.

site: an area or a location at which hazardous substances were stored, treated, disposed of, or placed, or otherwise came to be located. This includes all contiguous land, structures, other appurtenances, and improvements on the land, for treating, storing, or disposing of hazardous substances. A site may consist of several treatment, storage, or disposal facilities (e.g., impoundments, containers, buildings, or equipment).

site inspection: an aspect of field investigation, involving the process of collecting field data from a hazardous substance site for the purpose of characterizing the magnitude and severity of the hazard posed by the site, in order to score the site using the Hazard Ranking System (HRS) or actions taken to support enforcement. The site investigation builds on the information collected during the preliminary assessment and may include sampling, monitoring, surveys, testing and other information gathering techniques.

start: the initiation of on-site removal activity at an incident for which no CERCLA or 311 funds have been used previously. (The prior 311 funding limitation applies only to removal actions receiving 311 funds after CERCLA was enacted on December 11, 1980.)

Statement of Work (SOW): an element of a Delivery Order that specifies in detail the tasks and objectives to be performed by a contractor. The SOW should contain the salient points regarding the background of the release or potential release, problem definition, purpose of the work, and a description of the services to be performed by the contractor.

Stop Work Order: a Notice of Work Stoppage form prepared by an Ordering Officer, or Contracting Officer requiring the contractor to stop all, or any part, of the work called for in a Delivery Order.

task: a discrete piece of work that addresses a single objective specified by a Statement of Work for planning, evaluating, or implementing a response action (e.g., hydrogeological study, hazardous waste characterization, alternative analysis, construction of a fence, or installing a leachate control system).

Work Plan: the contractor's submittal of a written response to a Delivery Order defining the technical approach for the project, the budget, and the schedule.

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