

U.S. DEPARTMENT OF ENERGY
NOTICE OF FINANCIAL ASSISTANCE AWARD

Under the authority of Public Law 95-91, "Department of Energy Organization Act", and subject to legislation, regulations and policies applicable to (cite legislative program title): **Uranium Mill Tailings Radiation Control Act of 1978 (P.L. 95-604**

1. PROJECT TITLE Groundwater Compliance Project Uranium Mill Tailings Remedial Action		2. INSTRUMENT TYPE <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT															
3. RECIPIENT (Name, address, Zip code, telephone no.) State of Oregon Office of Energy 625 Marion Street. N.E., Suite 1 Salem, OR 97301-3742		4. INSTRUMENT NO. DE-FC13-01GJ79488	5. AMENDMENT NO. A000														
8. RECIPIENT PROJECT DIRECTOR (Name and telephone no.) David Stewart-Smith (503) 378-7806		6. BUDGET PERIOD FROM: 1 July 2001 THRU: 30 June 2002	7. PROJECT PERIOD FROM: 1 July 2001 THRU: 30 June 2011														
9. RECIPIENT BUSINESS OFFICER (Name and telephone no.) George Thompson 503 / 378-3767, FAX 503 / 378-7806		10. TYPE OF AWARD <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CONTINUATION <input type="checkbox"/> RENEWAL <input type="checkbox"/> REVISION <input type="checkbox"/> SUPPLEMENT															
11. DOE PROJECT OFFICER (Name, address, Zip code, telephone no.) Don Metzler, Project Manager Uranium Mill Tailings Groundwater Remedial Action Project Grand Junction Office 2597 B 3/4 road Grand Junction, CO 81503 970 248-7612		12. ADMINISTERED FOR DOE BY (Name, address, Zip code, phone no.) Eben Greybourne, Contracting Officer U. S. Department of Energy Grand Junction Office 2597 B 3/4 Road Grand Junction, CO 81503 970 248-6034															
13. RECIPIENT TYPE <input checked="" type="checkbox"/> STATE GOV'T <input type="checkbox"/> INDIAN TRIBAL GOV'T <input type="checkbox"/> HOSPITAL <input type="checkbox"/> FOR PROFIT ORG. <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LOCAL GOV'T <input type="checkbox"/> INST. OF HIGHER LEARNING <input type="checkbox"/> OTHER NONPROFIT ORG. <input type="checkbox"/> C <input type="checkbox"/> P <input type="checkbox"/> SP <input type="checkbox"/> OTHER (Specify):																	
14. ACCOUNTING AND APPROPRIATIONS DATA <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">a. Appropriation Symbol</th> <th style="width:25%;">b. B & R Number</th> <th style="width:25%;">c. FT/AFP/ADS/ALL/OC</th> <th style="width:25%;">d. CFA Number</th> </tr> </thead> <tbody> <tr> <td>89X0250</td> <td>EX05A8010</td> <td>YN/GJ/AL023/AL0091/410 AMT = \$14,020</td> <td>07795273</td> </tr> </tbody> </table>			a. Appropriation Symbol	b. B & R Number	c. FT/AFP/ADS/ALL/OC	d. CFA Number	89X0250	EX05A8010	YN/GJ/AL023/AL0091/410 AMT = \$14,020	07795273	15. EMPLOYER ID NO. 93 - 0643773						
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17. TOTAL ESTIMATED COST OF PROJECT: \$325,000 <i>(This is the current estimated cost of the project. It is not a promise to award nor an authorization to expend funds in this amount.)</i>																	
18. AWARD/AGREEMENT TERMS AND CONDITIONS This award/agreement consists of this form plus the following: a. Special terms and conditions. b. Applicable program regulations (specify): UMTRCA (Date) 1978 c. DOE Financial Assistance Rules, 10 CFR Part 600, as amended. d. Application/proposal dated <input type="checkbox"/> as submitted <input checked="" type="checkbox"/> with changes as negotiated																	
19. REMARKS This Cooperative Agreement consists of this cover page and Parts A through F, as attached and referenced on page 2.																	
20. EVIDENCE OF RECIPIENT ACCEPTANCE <div style="text-align: center; font-size: 1.2em; font-weight: bold;">See Signature - Page 19</div> <hr/> <i>(Signature of Authorized Recipient Official)</i> <i>(Date)</i> Name (Typewritten): Bruce Westerberg Title (Typewritten): Administrator Central Services Division Oregon Office of Energy		21. AWARDED BY <div style="text-align: center; font-size: 1.2em; font-weight: bold;">See Signature - Page 19</div> <hr/> <i>(Signature)</i> <i>(Date)</i> Name (Typewritten): Eben Greybourne Title (Typewritten): Contracting Officer U. S. Department of Energy Grand Junction Office															

TABLE OF CONTENTS

Cooperative Agreement No. DE-FC13-01GJ79488

<u>PART</u>	<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
A		SCHEDULED ARTICLES	2
	I	Terms, Conditions, and Applicable Rules	4
	II	Definitions	4
	III	Order of Precedence	8
	IV	Award Contents	8
	V	Statement of Joint Objectives	9
	VI	Project Activities	9
	VII	Term of Agreement	9
	VIII	Administration, Evaluation, and Approval	9
	IX	Access to Data, Export Control, and Intellectual Property Rights	9
	X	Changes	10
	XI	Continuation Applications	10
	XII	Cost Limitations	11
	XIII	Financial Support and Obligations of Funds	13
	XIV	Intellectual Property Provisions	14
	XV	Official Points of Contact	15
	XVI	Payments and Payment Methods	15
	XVII	Project Information System (Reporting Requirements)	17
	XVIII	Property Management and Disposition	17
	XIX	Publication of Results	17
	XX	Right of Entry and Access	17
	XXI	Substantial Involvement Between DOE and the State of Oregon	17
	XXII	Technical Direction	18
	XXIII	Liability	19
B		PROJECT MANAGEMENT PLAN	20
B		Flow Chart of Cost Sharing Activities	26
C		SPECIAL AND GENERAL PROVISIONS	28
D		BUDGET INFORMATION	33
E		FEDERAL ASSISTANCE REPORTING CHECKLIST	38
F		APPENDIX 1 - Forms	42
		1. Assurances	
		2. Certifications	

PART A
SCHEDULED ARTICLES

SCHEDULED ARTICLES

ARTICLE I – TERMS, CONDITIONS, AND APPLICABLE RULES

This award will be governed by the following:

- A. 10 Code of Federal Regulations (CFR) Part 600, Department of Energy (DOE) Financial Assistance Rules:
- Subpart A – General
Subpart C – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
(Should there be any conflict between Subparts A and C, Subpart C shall prevail)
Appendix A to 10 CFR Part 600 – General Applicable Requirements
- B. DOE orders applicable to this award include the following:
- DOE Order 1332.2 – “Uniform Reporting System for Federal Assistance” (Grants and Cooperative Agreements), October 31, 1983
- C. Applicable Office of Management and Budget (OMB) Circulars:
- OMB Circular A-87, dated May 4, 1995 and further amended August 29, 1997, Cost Principles for State, Local and Indian Tribal Governments. Cost principles applicable to grants, contracts, and other agreements with state and local governments. These cost principles shall also apply to grants to Indian tribal governments and to foreign governments to the extent appropriate.
- OMB Circular A-102, dated October 7, 1994 and further amended August 29, 1997, Grants and Cooperative Agreements with State and Local Governments. Policies and requirements for federal agencies involved in administering grants and cooperative agreements with state, local, and Indian tribal governments.
- D. Uranium Mill Tailings Radiation Control Act of 1978 (UMTRCA), Public Law 95-604, as amended, codified at 42 U.S.C. Section 7901, *et. seq.*, and extended by Public Law 104-259.
- E. Applicable Appropriation Bills. This agreement is strictly contingent on the availability of funds appropriated by the United States Congress and the State of Oregon.

ARTICLE II – DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

1. “Administrator,” means the Administrator of the United States Environmental Protection Agency (EPA) or any duly authorized representative thereof.
2. “Act” means the Uranium Mill Tailings Radiation Control Act of 1978 (UMTRCA), Public Law 95-604, as amended, codified at 42 U.S.C. Section 7901, *et. seq.*, and extended by Public Law 104-259.
3. “Administrative requirements” means those matters common to financial assistance in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from programmatic requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.
5. “Advance,” means a payment made by Treasury check or other appropriate payment mechanism to the recipient upon its request either before outlays are made by the recipient or through the use of predetermined payment schedules.

6. "Application," means a written request for financial assistance.
7. "Approved budget," means a budget and any revision thereto which the DOE Contracting Officer for carrying out the purposes of a project has approved.
8. "Award," means the written document executed by a DOE Contracting Officer, after an application is approved, which contains the terms and conditions for providing financial assistance to the State of Oregon.
9. "Baseline risk assessment," means a document to assess whether the ground water plume at a mill site and vicinity site(s) have the potential to adversely affect public health or the environment.
10. "Budget period," means the interval of time, specified in the award, into which a project is divided for budgeting and funding purposes.
11. "City of Lakeview" or "City" means the City of Lakeview, Oregon or the duly authorized representative of the City of Lakeview, Oregon.
12. "Commission," means the United States Nuclear Regulatory Commission or any duly authorized representative thereof.
13. "Contracting Officer," means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
14. "Cooperative Agreement," or "Agreement," means a financial assistance instrument used by DOE to transfer money or property when the principal purpose of the transaction is accomplishment of a public purpose of support or stimulation authorized by federal statute and substantial involvement is anticipated between DOE and the State of Oregon during performance of the contemplated activity. For purposes of Part A, the term "Cooperative Agreement" does not include nonfinancial assistance.
15. "Cost sharing," means the share of allowable project costs required to be contributed by DOE or the State. Depending on the source and nature of the requirement, terms such as matching and cost participation may also be used to denote cost sharing.
16. "County," means the County of Lake, Oregon or the duly authorized representative of the County of Lake, Oregon.
17. "Department," "Department of Energy," or "DOE," means the United States Department of Energy or its duly authorized representative.
18. "Disposal site," means any site used for the permanent disposition, stabilization, and control of residual radioactive material in accordance with and pursuant to this Agreement and Title I of the Act.
19. "Environmental document," means a written public document, such as an environmental assessment or environmental impact statement, which contains an environmental analysis of the preferred remedial action and all reasonable alternatives, and which is prepared in such format and in accordance with such procedures as prescribed by the National Environmental Policy Act (NEPA) Regulations, 40 CFR Parts 1500-1508, and the DOE's NEPA Implementing Procedures, 40 CFR Part 1021.
20. "EPA Ground Water Standards," means the Ground Water Standards for Remedial Actions at Inactive Uranium Processing Sites, 60 Fed. Reg. 2854 (January 11, 1995) promulgated by rule of the Administrator at 40 CFR Part 192.

21. "Financial Assistance" means the transfer of money or property to the State of Oregon to accomplish a public purpose of support or stimulation authorized by Federal Statute.
22. "Full Participation" means an advance notice to and open discussion with the affected recipient regarding all planning, characterization, monitoring, and remediation activities (including change orders); or any other actions which require State cost share or may substantially influence future State cost share. Full participation also means that DOE will make every effort to consider and resolve recipient comments and concerns prior to commencing any formal action.
23. "Grant" means an award of financial assistance, including cooperative agreements, in the form of money or property in lieu of money by the Federal Government to an eligible grantee. The term does not include technical assistance, which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance or direct appropriations. The term also does not include assistance, such as a fellowship or other lump sum award, for which the grantee is not required to account.
24. "Ground Water Compliance Action," means the actions involving a compliance strategy(s) deemed necessary by DOE, with the full participation of the State of Oregon, to meet the EPA Ground Water Standards in accordance with the PEIS framework and programmatic mission. There are five ground water compliance strategies, any one of which may be utilized for demonstrating compliance at the mill site or vicinity sites: (a) No Further Action Compliance Demonstration; (b) No Further Action Compliance Demonstration after Additional Characterization; (c) Passive Compliance Demonstration (Natural Flushing); (d) Combination Passive and Active Compliance Demonstration; and (e) Active (Engineered) Compliance Demonstration.
25. "Ground Water Compliance Action Plan," means that documentation developed by DOE, with the full participation of the State of Oregon, and with the concurrence of the Commission, which describes the ground water compliance strategy to be utilized at the mill site and vicinity site(s). The documentation may be a modified section of the Surface Remedial Action Plan or it may be a separate Compliance Action Plan.
26. "Ground water plumes," means a defined area of ground water contamination. In this document, the term "ground water plume" means the contaminated ground water beneath a mill site and surrounding area or vicinity property, if applicable, that DOE with full participation by the State of Oregon determines to contain either soluble radioactive or nonradioactive, hazardous constituents, as a direct or indirect result of the uranium milling process.
27. "Ground water project," means those activities taken by DOE and the State of Oregon under this Agreement to comply with the EPA Ground Water Standards in accordance with the PEIS framework and programmatic mission.
28. "Ground water remedial action" means those compliance actions deemed necessary by the DOE with the full participation of the State of Oregon, to meet the EPA Ground Water Standards by utilizing an active (Engineered) Compliance Demonstration. Ground water remedial action activities are cost shared.
29. "Hazardous Constituents" means contaminants that are likely to be in, or reasonably derived from residual radioactive material, or processing activities at the former mill site; that can pose a substantial present or potential hazard to human health and the environment. It is that portion of the waste stream, regulated under 40 CFR 261 or 261.24.
30. "Institutional control," means any one of a number of measures to control the use of contaminated ground water, including a legal use restriction enforceable by the administrative or judicial branches of government, providing an alternate source of water for domestic use, and measures that require the voluntary cooperation of private parties such as health advisories, signs, and admonitions.

31. "Mill site," means the inactive uranium mill tailings sites located in the State of Oregon, designated by the Secretary (44 Federal Register 74891) to be processing sites pursuant to Section 102(a) of the Act and which is further described in Part B to this Agreement.
32. "Nuclear Regulatory Commission" or "NRC" means the U.S. Nuclear Regulatory Commission or any duly authorized representative thereof.
33. "Party" or "Parties" means the U.S. Department of Energy and/or the recipient or recipients who have entered into this agreement.
34. "Prior approval," means written documentation evidencing consent prior to incurring specific costs. Under this agreement DOE requires that this documentation must be signed by a DOE Contracting Officer.
35. "Project period," means the total period of time indicated in an award during which DOE expects to provide financial assistance. A project period may consist of one or more budget periods and may be extended by DOE.
36. "Recipient," or "Recipients," means (1) the State of Oregon or other organizations, individuals, or entities that receive an award from DOE. The recipient or recipients are financially accountable for the use of any DOE funds or property provided for the performance of this project and are legally responsible for carrying out the terms and conditions of the award.
37. "Reimbursement," means a payment by DOE to the State of Oregon, upon receipt of a request by the State of Oregon for reimbursement of allowable costs expended and paid by the State of Oregon for this project.
38. "Residual radioactive materials," means: (a) waste at a mill site, which DOE determines to be radioactive, in the form of tailings resulting from the processing of ores for the extraction of uranium and other valuable constituents of the ores; and (b) other waste, which DOE determines to be radioactive, at a mill site, which relates to such processing, including any residual stock of unprocessed ores or low-grade materials.
39. "Roles and Responsibilities" are defined in Section 108(a)(1) of the Uranium Mill Tailings Radiation Control Act (UMTRCA), Public Law 95-604, 42 U.S.C. § 7918(a)(1). The "Act" outlines the roles and responsibilities of the participating states and Indian Tribes in remediating mill tailings within their jurisdictions. The Act requires that "The State of Oregon shall participate fully in the selection and performance of a remedial action for which it pays part of the cost," and that "Such remedial action shall be selected and performed with the concurrence of the Commission and in consultation, as appropriate, with the Indian tribe and the Secretary of the Interior." It is DOE's intention to afford each State or Indian Tribe its full participation and consultation at every level of the decision making process.
40. "Secretary," means the Secretary of the United States Department of Energy or the Secretary's designee.
41. "Site Observational Work Plan," means the document that addresses the site ground water conditions and documents how DOE will demonstrate compliance with the EPA Ground Water Standards in accordance with the PEIS framework and programmatic mission for the ground water plumes at the mill site and vicinity site(s). Site Observational Work Plan activities that would normally occur at the mill site and in the vicinity site(s) include, but are not limited to, well drilling and installation, geophysical surveys, geochemical and hydraulic testing, and sampling and analyses to support characterizing the ground water conditions.
42. "State of Oregon" or "State" means the duly authorized representative of the State of Oregon.

43. "State Project Director" means the Administrator Energy Resources Division or any duly authorized representative of the State of Oregon.
44. "Terms and conditions," means the rights and obligations of the awarding party and the State of Oregon or sub-recipient set forth in a statute, this part, other rules, or otherwise set forth or incorporated by reference in the award or subaward document.
45. "Uranium Mill Tailings Radiation Control Act" (UMTRCA) or "Act," means the Uranium Mill Tailings Radiation Control Act of 1978, Public Law 95-604, as amended, codified at 42 U.S.C. Sections 7901, et seq., and extended by Public Law 104-259.
46. "Vicinity Properties" means any real property which (a) is in the vicinity of a mill site (b) is determined by DOE, in consultation with the NRC and the State of Oregon, to have a ground water plume beneath its boundaries; and (c) DOE determines that such vicinity site should be included as part of the mill site pursuant to Section 102(e)(2) of the Act.

ARTICLE III – ORDER OF PRECEDENCE

The Special Provisions, (Part C, Section I), take precedence over all other requirements of this Agreement found in regulations, the General Provisions (Part C, Section II), DOE Orders, etc., except requirements of statutory laws. Any apparent contradiction of statutory law stated herein should be presumed to be in error until the State of Oregon has sought and received clarification from the DOE Contracting Officer.

Order of Precedence: In the event of inconsistency in this award, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal Laws and Regulations:
- B. Cooperative Agreement DE-FC13-00GJ79492
1. Part C – Special and General Provisions, and 10 CFR 600 Subchapter H – Assistance Regulations, Financial Assistance Rules
 2. Part A – Scheduled Articles
 3. Part B – Project Management Plan
 4. Other provisions of this Agreement, whether incorporated by reference or otherwise.
- C. State and Local Laws and Regulations:

ARTICLE IV – AWARD CONTENTS

This award consists of:

1. Notice of Financial Assistance Award (NFAA) - DOE Form 4600.1A (including the recipient's Application - Standard Form (SF) 424, which is incorporated herein by reference).
2. The following parts.
 - A. Part A – Scheduled Articles
 - B. Part B – Project Management Plan (Statement of Work (SOW))
 - C. Part C – Special and General Provisions
 - D. Part D – Budget Information
 - E. Part E – Federal Assistance Reporting Checklist, DOE F 4600.2

- F. Part F – Appendix I - Forms
 - 1. Assurances
 - 2. Certifications

This award constitutes acceptance by DOE of the State of Oregon's application.

ARTICLE V – STATEMENT OF JOINT OBJECTIVES

Section 103 of the UMTRCA authorizes the Secretary of Energy to enter into cooperative agreements with the State of Oregon to carry out remedial action at the inactive uranium mill site designated by the Secretary under Section 102(a)(1) of the Act. The Secretary designated the Lakeview inactive uranium mill site in Oregon, on December 18, 1979 (44 FR 74892), thus making the site eligible for remedial action. DOE and the State of Oregon carried out surface remediation of the residual radioactive material at the mill site in Oregon under Cooperative Agreement No. DE-FC04-84AL20534. DOE and the State of Oregon are entering into this Cooperative Agreement to carry out the second phase of remedial action through action designed to bring the mill site into compliance with the EPA Ground Water Standards or other applicable standards intended to be protective of human health and the environment.

The parties hereto are mutually desirous of entering into this Cooperative Agreement to establish the terms and conditions under which Ground Water Compliance will be carried out. DOE will take the role as lead agency, with full participation being offered the State of Oregon, for all ground water compliance actions regarding Subpart B of 40 CFR 192. Funding for this Cooperative Agreement is authorized under Section 103 of the UMTRCA, and Section 646 of the Department of Energy Organization Act (Public Law 95-91), as amended. By entering into this agreement, the State of Oregon does not agree to provide funds for an active remediation at this time (SEE Article XIII, paragraph D).

ARTICLE VI – PROJECT ACTIVITIES

The project activities for this Agreement are described in Part B, "Project Management Plan," of this Agreement.

ARTICLE VII – TERM OF AGREEMENT

This Agreement shall be effective upon the signatures of the parties and concurrence by the Commission and may continue through completion of the Project Management Plan identified in Part B of this Agreement, until the date specified in Block 7 of the NFAA, unless such date is modified by mutual agreement of the parties. The continuation of the project shall be contingent upon approval and execution of continuation awards as specified in Article XI – Continuation Applications.

ARTICLE VIII – ADMINISTRATION, EVALUATION, AND APPROVAL

The award, administration, evaluation, and approvals required by this Agreement shall be accomplished at the Grand Junction Office located in Grand Junction, Colorado, by the DOE Contracting Officer or his/her duly authorized representatives.

ARTICLE IX – ACCESS TO DATA, EXPORT CONTROL, AND INTELLECTUAL PROPERTY RIGHTS

- A. Access to Data: All non-proprietary information and data may be made available to the public and to other governmental or non-governmental organizations as DOE determines necessary for the national interest. Proprietary data may be made available as appropriate, under non-disclosure agreements, approved by the DOE Patent Counsel's Office. No data shall be released by the recipients until DOE has reviewed it and approved its release.
- B. Export Controlled Information: The DOE is committed to a policy of adherence to all U.S. export control laws and regulations. The export of technical commodities and/or data must be accomplished in accordance with federal export control policies and regulations.

- C. Patents: Patents, data, and copyright issues shall be processed in accordance with 10 CFR 600.27 and 48 CFR Part 927. The specific clauses applicable to the recipients are identified in Part C to this Agreement.

ARTICLE X – CHANGES

- A. Changes in the Project Management Plan scope of work may be made from time to time only by express written mutual agreement of the parties.
- B. The date for completion of the project, the total project estimated cost, and the project objectives may be altered only by formal amendment of the Agreement.
- C. Each party agrees to use its best efforts to accommodate, in good faith, any change or changes requested by the other party.
- D. The Director, Division of Radiation Control, as the State Project Director, has the responsibility to maintain budget goals in the interest of DOE and the State of Oregon.
- E. Unresolved disputes shall be settled by the parties in accordance with 10 CFR 600.22 “Disputes and Appeals.”

ARTICLE XI – CONTINUATION APPLICATIONS

This article is applicable only if there is more than one budget period for the project. For each budget period the parties shall perform the following functions.

- A. DOE shall initiate the continuation process by doing the following:
1. Prepare an independent government cost estimate.
 2. Define the work effort expected from the recipient during the upcoming budget period.
 3. Provide the recipient with the work effort definition and written instructions for submitting an application for project continuation. These documents will be sent to the recipient approximately five months prior to the expiration of the current budget period.
- B. The Recipient is responsible for responding to the application instructions by doing the following:
1. Submit a continuation application to the DOE Contracting Officer four months prior to expiration of the current budget period or at a time mutually agreeable to the parties. The continuation application shall include (a) a statement of technical progress or status of the State of Oregon’s activities on this project to date, (b) a detailed description of the State of Oregon’s planned project activities during the coming year, (c) a detailed budget for the upcoming budget period including an estimate of carryover funds, and (d) the following completed or executed forms.
 - a. Standard Form 424, “Application for Federal Assistance”
 - b. DOE Form 1600.5, “DOE Assurance of Compliance, Nondiscrimination in Federally Assisted Programs”
 - c. A Drug-Free Workplace Requirements Certification
 - d. A Lobbying Certification
 - e. A Debarment, Suspension, and Other Responsibility Matters Certification

- f. A Determination of Cognizant Federal Agency (if changes occurred since last submission)
2. Identify any unexpended funds that remain at the end of any funding period and inform the DOE of this amount.
- C. DOE shall review the continuation application for adequacy. The DOE and the recipient shall hold discussions to resolve any technical, administrative, or budget issues and shall agree on a final budget amount for the upcoming budget period. Approval of the continuation application is subject to the following conditions.
1. DOE acceptance of both the progress made by the recipient in performing the work and the feasibility of the work proposed by the recipient for the subsequent budget period.
 2. DOE acceptance of the final agreed upon budget amount.
 3. DOE verification that the continuation application will not compete against any other Cooperative Agreement or Grant application.
 4. DOE verification that adequate funds are, or will be, made available for the continuation period. NOTE: Funding is subject to the availability based on Congressional approval of appropriations.
- D. The DOE shall verify the amount of any unexpended funds remaining at the end of any funding period. If unexpended funds remain, the DOE shall prepare the appropriate documents to either carry unexpended funds over to the subsequent funding period or deobligate the funds, as prescribed in ARTICLE XIII, Paragraph E. DOE shall deobligate unexpended funds that remain at the conclusion of the project.
- E. The DOE shall make all reasonable effort to complete the review and approval process and award the Cooperative Agreement continuation within 90 days of receipt of the recipient's application.

ARTICLE XII — COSTS AND COST LIMITATIONS OF THIS AGREEMENT

A. Total Estimated Cost

The total estimated cost of this project is represented, by budget period, in the following table. The total costs incurred, or to be incurred, by the DOE and by the State of Oregon are represented. NOTE: The estimated amounts have been revised to reflect the actual cost of performance for those budget periods in which work has been completed.

TOTAL ESTIMATED COST OF PROJECT

	Year 1 Estimate	Year 2 Estimate	Year 3 Estimate	Year 4 Estimate	Year 5 Estimate
State, Controls	\$ 2,627	\$ 1,414	\$ 1,297	\$ 1,307	\$ 873
State, Pipeline	\$ 22,222	\$ 0	0	0	0
DOE, Controls	\$ 23,643	\$ 12,726	\$ 11,671	\$ 11,762	\$ 7,859
DOE, Pipeline	\$200,000	0	0	0	0
Total, Controls	\$ 26,270	\$ 14,140	\$ 12,968	\$ 13,069	\$ 8,732
Total, Pipeline	<u>\$222,222</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Grand Total	\$248,492	\$ 14,140	\$ 12,968	\$ 13,069	\$ 8,732

	Year 6 Estimate	Year 7 Estimate	Year 8 Estimate	Year 9 Estimate	Year 10 Estimate	Total
State, Controls	\$ 535	\$ 543	\$ 552	\$ 561	\$ 569	\$ 10,278
State, Pipeline	0	0	0	0	0	\$ 22,222
State Subtotal						\$ 32,500
DOE, Controls	\$ 4,814	\$ 4,889	\$ 4,966	\$ 5,045	\$ 5,125	\$ 92,500
DOE, Pipeline	0	0	0	0	0	\$ 200,000
DOE Subtotal						\$ 292,500
Total, Controls	\$ 5,349	\$ 5,432	\$ 5,518	\$ 5,606	\$ 5,694	\$ 102,778
Total, Pipeline	0	0	0	0	0	\$ 222,222
Grand Total	\$ 5,349	\$ 5,432	\$ 5,518	\$ 5,606	\$ 5,694	\$ 325,000

B. Establishing Yearly Budgets

Prior to the beginning of each budget period of this Agreement, the parties shall agree on a total estimated budget amount using the procedures set forth in ARTICLE XI.

C. Amending The Cost Estimate

At such time as either party has reason to believe that the estimated costs it will incur in performing its responsibilities under this Agreement will be greater or less than the total estimated costs set forth in paragraph A, above, it shall notify the other party in writing with an explanation, giving its revised estimated costs. The parties may execute an amendment to this Agreement appropriately revising the total estimated costs, shown above.

D. Cost Sharing

As required by the Act, the recipient is required to contribute 10 percent of the actual "ground water remedial action" allowable costs in performance of this Agreement. For this Agreement, all costs have been identified as "ground water remedial action" costs. The allowability of costs will be determined by the DOE Contracting Officer. The attached flow chart provides a graphic representation of the cost sharing activities stipulated by the Act. (Chart B.1 contained in Part B of this Agreement). The recipient's cost share may include cash or allowable in-kind contributions of services, materials, and/or property, in accordance with 10 CFR 600.224, "Matching or Cost Sharing." Under this agreement the recipient shall contribute its entire share of the total estimated project cost in the first budget year of this agreement. The cost share ratios prescribed by the Act and set forth in this Agreement shall apply to the initial estimated cost and to any adjustments to the estimated cost that result from changes in the scope or period of performance of the project. In the event this Agreement is terminated pursuant to 10 CFR 600.25, "Suspension and Termination," and 10 CFR 600.244 "Termination for Convenience," the cost-share ratios of the parties shall apply to the termination settlement.

E. Cost Share Limitation

1. The State of Oregon shall not be required to pay for allowable costs incurred in excess of ten percent (10%) of the Actual Total Cost of the Ground Water Project set forth in this agreement, as originally stated or as amended. DOE shall use its best efforts to perform its responsibilities under this Agreement within the estimated allowable costs set forth in paragraph A of this article. However, the U.S. Government and DOE do not guarantee the correctness of any such estimate of allowable costs, and there shall be no liability on the part of the U.S. Government or DOE by reason of errors in the computation of estimates or the difference between such estimates and the actual allowable costs.
2. DOE shall not be required to pay for allowable costs incurred in excess of ninety percent (90%) of the Actual Total Cost of the Ground Water Project set forth in this agreement,

as originally stated or as amended. The State of Oregon shall use its best efforts to perform its responsibilities as defined in Part B of this Agreement within the estimated allowable costs set forth in paragraph A of this article. However, the State of Oregon does not guarantee the correctness of any such estimate of allowable costs, and there shall be no liability on the part of the State of Oregon by reason of errors in the computation of estimates or the difference between such estimates and the actual allowable costs.

F. Cost Share if Project Work is Performed by DOE

If this agreement includes a requirement for the DOE to perform work under this project by contracting directly with entities other than the recipient, the DOE will obligate funds in an amount sufficient to pay its contractors or subcontractors. The DOE will subsequently assess the recipient its share of the cost of such contracts or subcontracts. However, in no event shall the DOE be entitled to assess or require payment by the recipient for a share of the allowable costs if such costs are incurred by the DOE outside of an agreement budget period.

ARTICLE XIII – FINANCIAL SUPPORT AND THE OBLIGATION OF FUNDS

A. Obligation of Funds:

1. The DOE has obligated funds in the amount(s) shown in the following table to fulfill its cost share obligation under this agreement. The amount shown in the "Total Amount Obligated" column is the maximum amount of funds hereby obligated by the DOE for this Agreement pursuant to 10 CFR 600.20, "Maximum DOE Obligations." DOE shall not be required to pay for allowable costs incurred in excess of the "Total Amount Obligated". Funds are available in accordance with accounting and appropriations data cited on the NFAA in Block 14.
2. The recipient has obligated or otherwise designated funds in the amount(s) shown in the following table to fulfill its cost share obligation under this agreement. The amount shown in the "Total Amount Obligated" row is the maximum amount of funds hereby obligated or otherwise designated by the recipient for this Agreement. The State of Oregon shall not be required to pay for allowable costs incurred in excess of the "Total Amount Obligated".

PROJECT FUNDING

	DOE Proposed Obligation	DOE Actual Obligation	Recipient Proposed Obligation or Contribution	Recipient Actual Obligation or Contribution		Total Actual Funding
Year 1	\$223,643	\$ 14,020	\$ 32,500	\$ 1,558		
Year 2	\$ 12,726	\$	\$	\$		
Year 3	\$ 11,671	\$	\$	\$		
Year 4	\$ 11,762	\$	\$	\$		
Year 5	\$ 7,859	\$	\$	\$		
Year 6	\$ 4,814	\$	\$	\$		
Year 7	\$ 4,889	\$	\$	\$		
Year 8	\$ 4,966	\$	\$	\$		
Year 9	\$ 5,045	\$	\$	\$		
Year 10	\$ 5,125	\$	\$	\$		
						Total Proposed Funding
Total Amount Proposed	\$292,500	+	\$ 32,500	=		\$325,000
						Total Actual Funding
Total Amount Obligated		\$ 14,020	+	\$ 1,558	=	\$ 15,578

B. Availability of Funding:

1. This Agreement is funded on an allowable cost basis without fee, not-to-exceed the amount awarded as identified on the DOE Form 4600.1, NFAA.
2. Subject to the availability of appropriated funds allocated to this Agreement, DOE shall continue to provide its share of the funding to the recipient to perform the work and services under this Agreement during the term of the Agreement.
3. Subject to the availability of funds allocated to this Agreement, the State of Oregon shall continue to provide its share of the funding required to perform the work and services under this Agreement during the term of the Agreement.

NOTE: It is understood that the State's contribution will be provided to the sub-recipients, the City of Lakeview and the County of Lake, for performance this Cooperative Agreement, for the construction phase of the project.

C. Fee:

No fee shall be paid to the recipient under this Agreement.

D. Active Compliance Strategy Impact on Financial Arrangements

If either an Active (Engineered) Ground Water Compliance Strategy or Combination Passive and Active Ground Water Compliance Strategy is deemed necessary by the DOE, with the full participation of the State of Oregon, to meet the ground water standards, this Cooperative Agreement may be revised and, if revised, the DOE will provide the State of Oregon with ample advance notice to make appropriate financial arrangements to meet the "full participation" definition.

E. Unexpended Funds

Unexpended funds shall be identified at the end of each budget period. If funds were unexpended because required work was delayed, the funds will be carried forward to cover the cost of the delayed work without reducing funds designated to cover work planned for the new budget period. If, on the other hand, funds remain unexpended because work was cancelled or performed at a lower cost than was estimated, DOE may de-obligate the excess funds or may carry these funds over to the next budget period. In the latter case DOE may use the carried over funds to reduce new funding for the next budget period. This Agreement is, without exception, subject to a refund of unexpended funds to DOE at the end of the project period.

F. Commitment to Provide and Use Funds

The recipient is expected to complete its responsibilities, as defined in Part B of this Agreement, within the funds provided for the budget period, or the project period if the project period consists of more than one budget period. In either case, there is no commitment by DOE to provide any additional funds (more than the total estimated project cost) to the recipient. DOE will seek the necessary funds to perform those actions required in order to meet the compliance requirements applicable to this project.

ARTICLE XIV – INTELLECTUAL PROPERTY PROVISIONS

- A. Patent Counsel/Intellectual Property Contact: The point of contact in the event of patent, copyright, or intellectual property issues related to this award is:

Office of Intellectual Property Counsel
U.S. Department of Energy
Idaho Operations Office

850 Energy Drive
Idaho Falls, Idaho 83401
(208) 526-0274

- B. Copyrights: The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under a Cooperative Agreement, sub-agreement, grant, subgrant, or contract under a Cooperative Agreement, grant, or subgrant; and
 2. Any rights of copyright to which the State of Oregon or sub-recipient of the State of Oregon purchases ownership with Cooperative Agreement or grant support.
- C. Subawards and Contracts Under the Award or Subawards: The State of Oregon shall include the applicable clauses from 10 CFR 600.27, "Patent and Data Provisions," in any subaward or contract awarded under this award and assure that the applicable clauses are also included by subrecipients in awards.
- D. The language at Part C, Section II, General Provisions, provides references for Intellectual Property, in accordance with 10 CFR, Subchapter H – Assistance Regulation, Part 600.

ARTICLE XV – OFFICIAL POINTS OF CONTACT

The personnel specified below are considered official points of contact who are authorized to receive all official notification including technical documents, reports, and other information furnished under this Agreement. Either party upon written notification to the other party may change an official point of contract.

For the State of Oregon:
David Stewart-Smith, Administrator
Oregon Office of Energy
State of Oregon
625 Marion St. NE, Suite 1
Salem, Oregon 97301-3742
(503) 375-6469

For the U.S. Department of Energy:
Donald R. Metzler
Technical Project Manager
UMTRA Ground Water Project
Grand Junction Office
2597 B ¼ Road
Grand Junction CO 81503
(970) 248-7612

The DOE Project Manager identified in Block 11 of the NFAA is the DOE point of contact on technical matters, subject to Article XXII, Technical Direction.

ARTICLE XVI – PAYMENTS AND PAYMENT METHODS

- A. DOE shall reimburse the State of Oregon for DOE's share of the costs, when they are properly invoiced and when they are determined to be allowable in accordance with the cost principles identified under Article I of this Agreement as required by 10 CFR 600.222, "Allowable Cost." In accordance with 10 CFR 600.241, "Financial Reporting," the State of Oregon shall be reimbursed for costs expended under the terms of this Agreement based on a quarterly invoice submitted to DOE. In addition to other applicable requirements, approval of invoices is subject to DOE substantiation that the State's financial management systems meet the standard for fund control and accountability specified in 10 CFR 600.220, "Standards for Financial Management Systems," including procedures or planned procedures that will minimize the time elapsing between the transfer of the funds from the U.S. Treasury and their disbursement by the State of Oregon as specified in 10 CFR 600.221, "Payment."

— Cash advances are not authorized under this Agreement.

X. Cash advances are authorized under this Agreement. However, each cash advance requires pre-approval by the Contracting Officer and shall be limited to the minimum amounts needed for a specific project objective. The payment of cash advances shall be timed to coincide with the actual, immediate cash requirements or cash outlay of the recipient in carrying out a specific program or project objective. Cash advances may be used to pay for direct program costs and the proportionate share of any allowable indirect costs. The recipient must have, and follow, written procedures which minimizes the time which elapses between the transfer of funds from the from the U.S. Treasury to the recipient and the issuance or redemption of checks, warrants, or payment issued by the recipient. (10 CFR 600, Standards for Financial Management Systems).

B. The recipient shall submit its quarterly invoice using Standard Form 270 (SF 270). One original and one (1) copy shall be sent to the respective addresses below. An initial supply of SF 270s, "Request for Advance or Reimbursement," will be made available to the recipient upon request.

Original

U.S. Department of Energy
Albuquerque Operations Office/AFSC
P. O. Box 5400
Albuquerque, NM 87185-5400

One Copy

U. S. Department of Energy
Grand Junction Office
ATTN: Contracting Officer
2597 B 3/4 Road
Grand Junction, CO 81503

Payments due, for amounts properly invoiced in accordance with the terms and conditions specified in this Agreement, shall be made by electronic funds transfer using the Automated Clearing House (ACH) system to a financial institution designated by the State of Oregon. The State of Oregon shall provide the following information no later than 14 days before a request for advance or reimbursement is made:

Routing transit number of the financial institution receiving payment (same as the American Bankers Association nine-digit identifying number for wire transfers).

- The number of the account to which funds are to be deposited.
- The type of depositor account (checking or savings).
- If the State of Oregon is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

C. The State of Oregon shall bill DOE in accordance with its normal billing procedures.

D. In the event the State of Oregon, during the performance of this Agreement, elects to designate a different financial institution for the receipt of electronic funds transfers, notification of such change and the information as specified in paragraph B above must be received by the Albuquerque Financial Services Center 30 days prior to the date such change is to become effective.

E. State of Oregon's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

F. If this agreement includes a requirement for the DOE to perform work under this project and, as a result, DOE expends funds for supplies, equipment, or services that are, or become, an integral part of this project, the recipient shall reimburse the DOE for its share of the costs. This may be accomplished by issuing a credit against an invoiced amount or by making a payment in response to a DOE request for payment. If a request for payment is made it shall be submitted quarterly, or at more frequent intervals by mutual agreement between the State Project Director and the DOE Contracting Office. The request shall be submitted on a Standard Form 1114, "Bill for Collection," and shall be supported by a statement of allowable costs incurred by DOE. DOE

shall submit an original and two copies of the SF 1114, to the State Project Director. (Ref. Article XII, Paragraph F.)

- G. Program income earned during the term of this Agreement may, at the State's option, be retained by the State, or used to finance the State's share of the allowable costs per 10 CFR 600.225.
- H. Failure of the recipient to commence and complete the project in accordance with Part B – Project Management Plan, of this Agreement, may be grounds for the DOE to withhold reimbursement or take other actions as specified in 10 CFR 600.25 and 10 CFR 600.243.

ARTICLE XVII – PROJECT INFORMATION SYSTEM (REPORTING REQUIREMENTS)

The recipient shall provide the plans, reports, forms, and records specified in Part E, "Federal Assistance Reporting Checklist," to the DOE addressees at the times specified therein.

ARTICLE XVIII – PROPERTY MANAGEMENT AND DISPOSITION

All property, equipment and supplies, acquired by the recipient in performance of this Agreement shall be accounted for, managed, used, and disposed of in accordance with the provisions of 10 CFR 600.232, "Equipment," and 10 CFR 600.233, "Supplies." Title to equipment and supplies acquired under this Agreement will vest, upon acquisition, in the recipient or sub-recipients, respectively, subject to the obligations and conditions set forth in 10 CFR 600.232 and 10 CFR 600.233.

ARTICLE XIX – PUBLICATION OF RESULTS

The recipient may publish the results of its work, subject to the patent rights provisions of this Agreement. However, publications and reports prepared under this Agreement shall contain the following acknowledgment statement, "This (name of project) was prepared with the support of the U. S. Department of Energy under Cooperative Agreement Number (insert number). However, any opinions, findings, conclusions, or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Energy."

ARTICLE XX RIGHT OF ENTRY AND ACCESS

To the extent authorized and at no cost to the DOE, the State of Oregon shall:

- A. Hereby grant to the DOE and its authorized representatives, contractors and subcontractors, right of entry in, across and over the mill site, vicinity sites, and any land as mutually identified by the DOE Project Office and the State of Oregon's Project Director to, but not limited to, survey, appraise, take soil, water, and uranium mill tailings samples, conduct test boring, drill water sample/monitor wells, collect environmental baseline data; conduct endangered species surveys; and perform remedial actions under this Agreement and,
- B. Hereby grant to the DOE and its authorized representatives, contractors and subcontractors, the right to restrict access to, and post appropriate warning signs on such parts of the mill site, vicinity properties or other lands as may be necessary to facilitate remedial action and protect the health and assure the safety of the public, including but not limited to the right to erect fences or other barriers to access, provided, that such grant reserves to the State of Oregon the right to use and enjoy said property to the extent that such use and enjoyment does not interfere with or abridge the rights hereby granted to the DOE and its authorized representatives, contractors and subcontractors.

ARTICLE XXI – SUBSTANTIAL INVOLVEMENT BETWEEN DOE AND THE STATE OF OREGON

- A. This paragraph will identify DOE's involvement with the State of Oregon during the State of Oregon's performance under the terms of this Agreement. Absent prior written agreement among the parties, DOE shall have the right to:

1. Receive performance reports and progress reviews and to provide recommendations and/or program guidance.
2. Require approval and authorization prior to starting work on the initial or on any subsequent phase of the project (if a project consists of more than one phase).
3. Make visits, as necessary, to review program accomplishments and management control systems and to provide technical assistance where appropriate.
4. Be notified by the recipient of its desire to modify project activities. Upon receiving such notification, DOE and the recipient shall enter into good faith negotiations to redirect efforts made in furtherance of the project activities.

B. Statement of Substantial Involvement: This statement is prepared in accordance with 10 CFR 600.5, "Selection Award Instrument." All DOE involvement will extend throughout the specified project period.

DOE is committed to the success of this Agreement, and will share in the direction, control, and performance of the project through the good faith implementation of this Agreement. To meet this goal, DOE will use its best efforts to promote technical and programmatic involvement in the project by all parties.

The DOE Project Officer named in Block 11 of the NFAA (Part I) will provide the following services.

1. Review and comment on all protocols to be implemented.
2. Schedule and conduct regular program/technical reviews, to occur as often as quarterly, but no less than annually.
3. Inform the DOE Contracting Officer of any problems that could affect the success of the project.
4. Implement and maintain a cooperative decision making process to insure the effective resolution of programmatic and technical issues that derive from this Agreement.

ARTICLE XXII – TECHNICAL DIRECTION

A. The term "technical direction" is defined to include, without limitation, the following:

1. DOE coordination with the State of Oregon, the City of Lakeview, Oregon, and the County of Lake, Oregon on all aspects of the project as per the "full participation" definition.
2. DOE review and, where required by agreement, approval and monitoring the recipient's technical reports, drawings, specifications, and technical information.

B. Technical direction must be within the scope of the project stated in the Project Management Plan. The DOE Project Officer does not have authority to, and may not, issue any technical direction which:

1. Constitutes an assignment of additional work outside Part B, "Project Management Plan";
2. Constitutes a "change" as defined in Article X, Changes, of this Agreement;
3. In any manner causes an increase or decrease in the current budget period cost or the time required for performance; or

4. Change any of the express terms, conditions, or specifications of the Agreement.
- C. If, in the opinion, of the State Project Director, any instruction or direction of the DOE Project Officer falls within one of the categories defined in B.1 through B.4 above, the State of Oregon shall notify the DOE Contracting Officer in writing within ten working days after receipt of such instruction or direction. The State of Oregon shall not proceed with the DOE Project Officer's direction until notification is received from the DOE Contracting Officer.
- D. If the State Project Director and the DOE Contracting Officer fail to agree that the technical direction is within the scope of the project or fail to resolve any action taken with respect thereto, the State Project Director may pursue the procedures provided in 10 CFR 600.22 "Disputes and Appeals."

ARTICLE XXIII - LIABILITY

DOE shall not be liable for damages to persons or to State of Oregon, the City of Lakeview, Oregon, the County of Lake, Oregon, or third party property incurred by the State of Oregon or its subrecipients in the performance of work under this Agreement. The Recipients shall maintain financial coverage for potential liability as agreed upon by the State of Oregon and the Contracting Officer. The State of Oregon shall not be liable for damages caused by DOE or DOE contractors.

IN WITNESS WHEREOF, the parties have executed the Cooperative Agreement, DE-FC13-01GJ79492, in several counterparts.

THE UNITED STATES OF AMERICA

STATE OF OREGON

By: *Evan Graybome*
Contracting Officer
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

By: *Bruce Webster*
Oregon Office of Energy
625 Marion St. NE, Suite 1
Salem, OR 97301-3742

Date: 24 May 2001

Date: 31 May 2001

CONCURRENCE
U.S. NUCLEAR REGULATORY COMMISSION

By: *Lidia Roche*
Title: Acting Branch Chief, Fuel Cycle Licensing Branch
U.S. Nuclear Regulatory Commission
Date: 07/03/01

PART B
PROJECT MANAGEMENT PLAN
(Statement of Work)

PART B

PROJECT MANAGEMENT PLAN

A. Introduction

There is one Title I, Uranium Mill Tailing Remedial Action (UMTRA) site located within the State of Oregon: Lakeview. The Lakeview UMTRA site is located approximately 1.5 miles northwest of the town of Lakeview in Lake County, Oregon. Klamath Falls is about 96 miles west of the site and the California-Oregon state line is approximately 16 miles south of the site. The Lakeview mill operated from late 1958 until November 1960 with a rated capacity of 210 tons of ore per day. The milling operation treated ores from the White King and Lucky Lass Mines located in southern Lake County, Oregon. The Lakeview process included acid leaching and solvent extraction.

Approximately 926,0000 yards of contaminated material, on 116 acres, at the Lakeview Processing Site were stabilized off the site at Collins Ranch disposal cell, seventy miles northwest of Lakeview. Surface remedial action was completed in October 1989.

The Lakeview uranium mill was built and operated by the Lakeview Mining Company in 1958. The owners of this firm were also owners of the Gunnison Mining Company, who operated the mill at Gunnison, Colorado. Both companies were acquired in 1961 by Kerr-McGee Oil Industries through its subsidiary, Kermac Nuclear Fuels Corporation. Between 1960 and 1968, the property had five owners. In 1968, Atlantic Richfield Company acquired the Lakeview site. They initiated a cleanup operation in 1974 on the site under a plan approved by the Oregon State Health Division. By 1977, the mill buildings and their immediate surroundings had been decontaminated to meet the then-existing requirements of the Oregon Regulations for the Control of Radiation. In March 1978, the property was sold to Precision Pine Lumber Company, which used the site and structures as a lumber mill and stockpile for sawdust and scrap wood waste. The property containing the mill buildings, office area, and acreage for timber storage was sold to Goose Lake Lumber in 1987. In 1994, North Lake Development Corporation of Redmond, Oregon, purchased the former tailings pond and raffinate pond areas. From 1996 to 1997, Atlas Perlite acquired the land and all the buildings where the former processing mill was located, which is now part of the Lake Industrial Park. In 1998, Cornerstone Industrial Minerals Corporation bought out Atlas and currently owns the former mill site area. In 1994, Favell Utley Realty purchased parcels of land east of the former tailings pile (but within the site) and immediately north of the site boundary. Also in 1994, 3 parcels of land located east of the former mill-processing site reverted to Lake County because of unpaid taxes. Lake County restricted ground water use in these areas and the properties were sold to Cornerstone Industrial Minerals Corporation, Larry Wilson of Lakeview, and Melvin Dick of Lakeview. Mr. Wilson subsequently sold part of his property to Pacific Pine Products. The Lakeview site is entirely in private ownership.

B. Description of Compliance Action Program:

1. Mill Site Prioritization. In 1991, DOE through active participation with key stakeholders reprioritized the 24 designated processing sites according to their potential risk to human health and the environment as a result of the residual ground water contamination. Sites were assigned to one of five categories based on the urgency to conduct compliance actions. Category one is the highest priority and category three is the lowest priority. The State of Oregon site has been prioritized as a category two.
2. Environmental Analysis. A Ground Water Programmatic Environmental Impact Statement (PEIS) has been prepared to examine alternatives for conducting the Ground Water Project. This document analyzes the potential impacts of four alternative actions,

one of which is the proposed action. Under the proposed action, a consistent, risk-based decision-making process will be followed to select ground water compliance strategies to meet the EPA Ground Water Standards in accordance with the PEIS framework and programmatic mission. DOE will use active, passive, or no remediation to reach site-specific compliance with the Ground Water Standards. The State of Oregon, NRC, and other stakeholders have been involved in the review process for the PEIS. The selected alternative (proposed action) is documented in the Programmatic Record of Decision (1996). Site-specific National Environmental Policy Act documentation has tiered off the PEIS in the form of an environmental checklist (1999).

3. Baseline Risk Assessment (BLRA). DOE has performed a BLRA of ground water contamination at the site. The BLRA describes the source of contamination, how that contamination may reach the public and the environment, calculates the amount of contaminant exposure, and characterizes possible health or environmental effects that may result from this exposure. The Mill Site BLRA of ground water contamination for Lakeview were completed in 1995. The State of Oregon can participate in the review and implementation of the BLRA in the program.
4. Site Observational Work Plan (SOWP). DOE prepared a SOWP or SOWP equivalent. The SOWP equivalent documented the observational approach by identifying a framework and process for data collection needs based on uncertainty and data gaps. The SOWP equivalent shall identify a site conceptual model and proposed additional activities (if any) leading to selection of a preferred ground water compliance strategy to be analyzed in the environmental document and identified in the Ground Water Compliance Action Plan for the site located in the State of Oregon. The SOWP equivalent will include a summary of site conditions. The SOWP or SOWP equivalent also identifies site remedial objectives to meet the EPA Ground Water Standards, for the most probable ground water conditions, and reasonable associated contingencies. Once the level of conceptual model uncertainty is determined to be reasonable by the State of Oregon and DOE, a preferred compliance strategy can be established and initiation of the environmental document and Ground Water Compliance Action Plan can begin. NRC concurrence on the SOWP is not required.
5. Ground Water Compliance Action Plan (GCAP). DOE prepared and submitted to the NRC and the State of Oregon a draft GCAP in September 1999. The GCAP documented how the preferred ground water compliance strategy will meet the EPA Ground Water Standards and be protective of human health and the environment. The State of Oregon is encouraged to participate in the review of the GCAP. The final GCAP shall be incorporated into this Agreement as an attachment to Part B herein. DOE may revise the GCAP; provided that, prior to such revision DOE shall: (a) advise the State of Oregon of the proposed modification; (b) provide the State of Oregon an opportunity to participate fully on the proposed modification; and (c) obtain the concurrence of the NRC prior to making any modification deemed significant by DOE and the NRC. Should active remediation be required on any Oregon site, negotiations will be conducted to detail the cost sharing arrangements described in Chart B-1.
6. Long-Term Management Plan. The Long-Term Management Plan (LTMP) outlines the monitoring requirements identified in the final GCAP. Upon NRC approval of the LTMP, the DOE's Long Term Surveillance and Maintenance Program will conduct all monitoring requirements.

C. Participation by the State: The State of Oregon shall participate in the following activities:

1. Document Review. The State of Oregon shall review documents submitted by DOE and provide comments to DOE within 45-days of submittal unless otherwise agreed to by both parties. The documents which the State of Oregon shall review include, but are not limited to the following:

- a. Baseline Risk Assessment
 - b. Routine Environmental Data
 - c. Site Observational Work Plan Equivalent
 - d. Environmental Documents (NEPA)
 - e. Ground Water Compliance Action Plan
 - f. Long-Term Management Plan
2. Institutional Controls. Where necessary to comply with EPA Ground Water Standards or to protect the public health, safety, or the environment, the State of Oregon shall take the lead role in designing, implementing and enforcing appropriate institutional controls available under local or state law without affecting trust status of the land.
3. Public Participation. The State of Oregon shall assist DOE in public participation activities, including but not limited to making arrangements for meetings and hearings; written and oral presentations to local task forces, and assuring compliance with applicable State of Oregon public notice requirements.
4. Other Activities. The State of Oregon shall perform such other activities agreed upon by the DOE Project Officer and the State Project Director, including but not limited to completing an interim water supply system and supporting DOE's technical and management activities and initiatives, as agreed upon, by planning, documenting, executing, and completing remedial actions and/or related activities identified above.

The direct costs incurred by the State of Oregon for the performance of such activities shall be allowable costs under this Agreement to the extent determined by the Contracting Officer pursuant to the article hereof, entitled "Cost Limitations," and subject to costs previously estimated and funds currently obligated for such purpose as reflected in the articles hereof, entitled "Cost Limitations" and "Financial Support and Obligation of Funds."

Status of State Employees. A State of Oregon employee utilized by the State of Oregon in its performance of interim or remedial action pursuant to this Article shall not by this Agreement be deemed a DOE or U.S. government employee or contractor for any purpose, including but not limited to hours of work, rates of compensation, leave, unemployment compensation, workmen's compensation (including medical and accident insurance, as well as income maintenance insurance) or other compensation for injury or death, employment benefits, or any other benefit.

D. DOE Responsibilities:

1. DOE Contracting Officer. The DOE Contracting Officer has the responsibility and authority for executing, amending, and terminating award instruments. The DOE Contracting Officer has designated the individual named in Block 12 of the NFAA as the primary point of contact for contractual matters. The DOE Contracting Officer, or designee, has the responsibility for conducting negotiations concerning the Project Management Plan (Statement of Work), costs, and schedule; administration of the award; arranging for audits, as appropriate, and resolving audit findings; assuring policies and procedures are implemented; approving payments; and taking actions required to close-out the Agreement. In addition, the Contracting Officer has the responsibility for providing a specified amount of financial assistance, monitoring the project, and acting upon the State of Oregon's requests for approval in those instances in which DOE's approval is required. For minor or administrative award amendments (e.g., changes in the paying office or appropriation data, changes to government personnel identified in the award, etc.), no signature is required of the State of Oregon.
2. DOE Project Officer's Responsibilities. The Project Officer for DOE under this award, and the person who shall be the State of Oregon's primary contact for all programmatic and technical matters pertaining to this award, shall be the person named in Article XV,

Official Points of Contact, or such other person as may be designated in writing by the Contracting Officer. DOE will provide the State of Oregon with plans, schedules, and projected budgets through the management action process and on-going meetings.

The DOE Project Officer has the following responsibilities: review and verification of any recommendations to revise or otherwise modify the Award, Statement of Joint Objectives, funding revisions as defined in 10 CFR 600.230 "Changes", and proposed changes to the terms and conditions of this award. The DOE Project Officer monitors and assesses the status of progress toward achieving the program milestones and objectives; reviews and evaluates transmittals prepared by the State of Oregon; represents DOE at program review meetings; reviews cost vouchers; and actively works with the State of Oregon in consideration of alternatives proposed by DOE on future program activities. Designated DOE or DOE Contractor personnel may assist the DOE Project Officer in carrying out these responsibilities. Examples of the responsibilities of this point of contact are spelled out in Article V, Statement of Joint Objectives and Article XXI, Substantial Involvement between DOE and the State of Oregon.

3. Progress Reporting: DOE will report to the State of Oregon, problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
4. DOE will routinely submit all environmental data to the State of Oregon. Transmittal of private well data and data from DOE monitor wells on private property will be identified in well access agreements.

E. State of Oregon's Responsibilities:

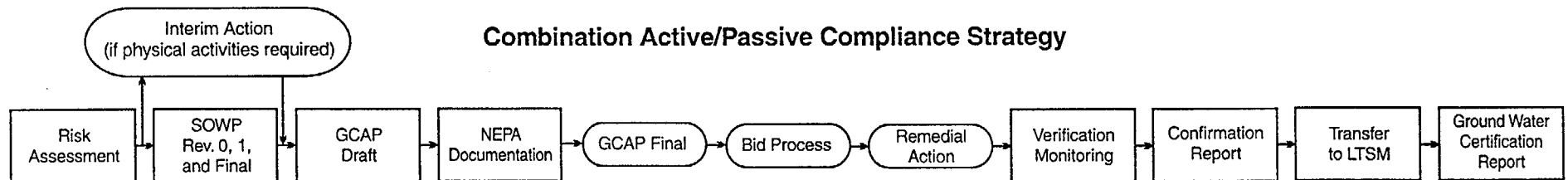
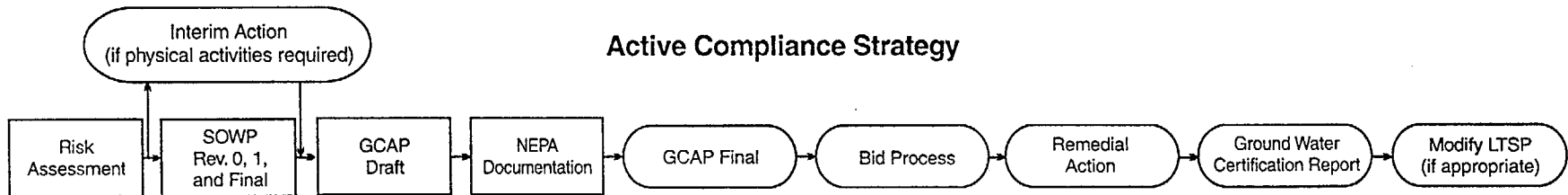
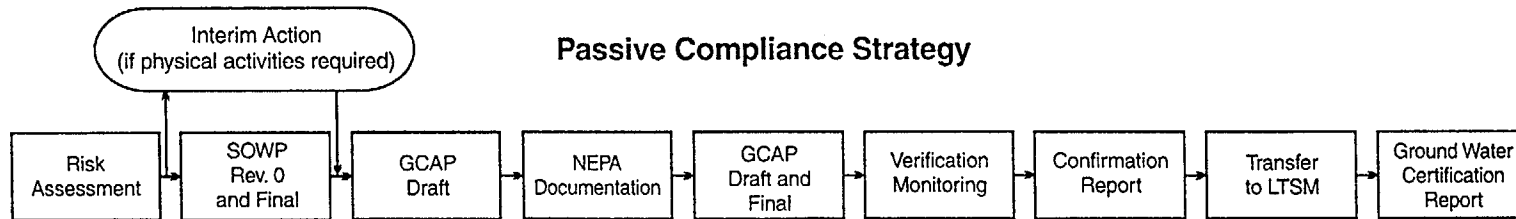
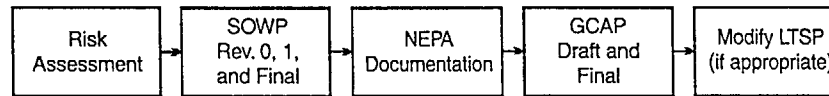
1. Access to the Project. The State of Oregon will participate and assist DOE to permit any specified DOE personnel or designated DOE Contractor personnel to have necessary access to the State of Oregon's and/or major subrecipient's facilities, personnel, and records pertaining to the project. Such specified DOE personnel and/or designated Contractor personnel may be used to assist the project officer in carrying out his or her responsibilities.
2. State Project Director's Responsibilities. The State of Oregon Project Director is responsible for full compliance as to technical performance, cost, and schedule. This includes the responsibility to maintain budget goals in the interest of DOE and the State of Oregon. The State of Oregon Project Director shall be the person(s) named in Article XV, Official Points of Contact, or such other person as may be designated in writing by the State of Oregon.
3. Progress Reporting.
 - a. Events may occur between the scheduled performance reporting dates which have significant impact upon the award or subaward supported activity. In such cases, the State of Oregon shall inform the Contracting Officer as soon as the following types of conditions become known:
 - 1) Problems, delays, or adverse conditions, relating to State of Oregon activities, which will materially impair DOE's ability to meet the objective of this award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - 2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

- b. The State of Oregon shall prepare and submit the reports indicated on the Federal Assistance Reporting Checklist (provided in Part E of this Agreement) to the addressees and in the number copies designated on the checklist. Preparation of the specified reports shall be in accordance with the direction provided by the DOE Project Officer.

CHART B.1
FLOW CHART OF COST SHARING ACTIVITIES
(Reference Section A, Article XII – Cost Limitations)

UMTRA Ground Water Project Activities Process

No Further Action Compliance Demonstration Strategy and Demonstrated Compliance With Additional Characterization Strategy



State Cost-Shared Activities

Remedial action activities that are cost shared with States are described specifically as

- Engineering costs associated with the development of the detailed design plans and specifications that are required to perform an Active Compliance Demonstration, including any engineering costs incurred to modify the design during the course of the remedial action, and the costs of the remedial action activities.
- Other field work and construction management costs directly related to the performance of an Active Compliance Demonstration to comply with all applicable laws, regulations, DOE orders, etc., governing such remedial action.
- All costs associated with an Interim Action that requires physical construction activities.

In addition, DOE will pay 90 percent of State and 100 percent of tribal-incurred costs that are approved by the DOE Contracting Officer, such as costs associated with document review and plan formulations and other costs to be designated in the Cooperative Agreements under "Allowable Costs."

PART C

SPECIAL AND GENERAL
PROVISIONS

SECTION I – SPECIAL PROVISION
SECTION II – GENERAL PROVISIONS

PART C

SPECIAL AND GENERAL PROVISION
STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS

The terms "grantee," "Recipient," or "contractor" shall be read as "State of Oregon." The term "subgrant" shall be read as "subaward."

Section I – Special Provisions

- A. Local Advisory Committee: DOE shall not be a member of any state or local advisory committees established in connection with the activities to be performed under this Agreement for the purpose of providing information to and receiving information from the citizens of the State of Oregon and the localities affected by such compliance action. DOE shall, however, make every reasonable effort to interface with any such committee to the extent requested by the State of Oregon or the committee.
- B. Permits: The State of Oregon shall assist, when appropriate, DOE's contractors and subcontractors in obtaining all applicable State of Oregon permits necessary to perform ground water compliance actions under this Agreement. The State of Oregon acknowledges that all activities necessary to perform ground water compliance action are a benefit to the State of Oregon and agrees to assist DOE in an effort to waive all water use charges for any ground water withdrawn by DOE or its contractors or subcontractors as part of the ground water compliance actions, unless prohibited by State of Oregon law or statute.
- C. Inspection: DOE, through any authorized representative, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder the premises in which it is being performed. If any inspection or evaluation is made by DOE, the State of Oregon shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of DOE representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- D. Safety and Health:
1. The State of Oregon shall take all reasonable precautions in the performance of the work under this Agreement to protect the health and assure the safety of employees and the public. The State of Oregon shall comply with all applicable federal, state, and local health and safety regulations and requirements including but not limited to those established pursuant to the Occupational Safety and Health Act and with any additional safety and health standards and requirements (including reporting requirements established) established by DOE.
 2. In the event the State of Oregon fails to comply with said regulations, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the Contracting Officer. The State of Oregon shall make no claim for an extension of time or for an equitable adjustment, compensation or damages by reason of or in connection with such work stoppage.
- E. Lobbying: The State of Oregon agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U. S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- F. Notice Regarding the Purchase of American-Made Equipment and Products - Sense of Congress: It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

Section II – General Provisions

In accordance with 10 CFR 600.3, and 600.148, the following terms apply to all clauses. Wherever the terms “awardee,” “contractor,” “Recipient,” or “grantee” may appear, change these terms to “State of Oregon”. Wherever the term “grant” may appear change to “Cooperative Agreement”. Wherever the term “subgrantee” may appear change to “subrecipient”.

The following clauses are incorporated into this Cooperative Agreement by reference and have the same force and effect as if they were included herein in full text.

<u>Clause No.</u>	<u>Clause Title</u>	<u>Title Reference</u>
1	Access to Records (MAR 1996)	10 CFR 600.21
2	Additional Technical Data Requirements (APR 1998) and (JUN 1997)	10 CFR 600.27(b)(2) 48 CFR 952.227-73
3	Allowable Cost (JAN 1996)	10 CFR 600.222
4	Audit Requirements (MAR 1996)	10 CFR 600, Subpart E
5	Authorization and Consent (APR 1998)	10 CFR 600.27(b)(3)
6	Cost Sharing or Matching (MAR 1996)	10 CFR 600.123
7	Closeout Procedures (MAR 1996)	10 CFR 600.250
8	Disputes and Appeals (MAR 1996)	10 CFR 600.22
9	Debarment and Suspension (FEB 1996) (AUG 1996)	10 CFR 600.23 and 10 CFR Part 1036
10	Drug-Free Workplace (AUG 1996)	10 CFR Part 1036,
11	Funding (MAR 1996)	10 CFR 600.26
12	Financial Management Systems (JAN 1996)	10 CFR 600.220
13	Noncompliance (MAR 1996)	10 CFR 600.24
14	Nondiscrimination in Federally Assisted Programs (JAN 1994)	10 CFR Part 1040
15	Non-Federal Audit (MAR 1996)	10 CFR 600.226
16	Notice and Assistance Patent and Copyright Infringement (APR 1994)	10 CFR 600.27(b)(6)
17	Patent Indemnity (APR 1998) (APR 1994)	10 CFR 600.27(b)(4) and 48 CFR 52.227-3
18	Patent Right (Long Form) (APR 1998)	10 CFR 600.27(b)(1)

<u>Clause No.</u>	<u>Clause Title</u>	<u>Title Reference</u>
19	Payment (MAR 1996)	10 CFR 600.221
20*	Program Income (MAR 1996)	10 CFR 600.225
21	Property Management (MAR 1996) and (JAN 1996)	10 CFR 600.232 and 10 CFR 600.233
22	Record Retention Requirements (JAN 1996)	10 CFR 600.242
23	Reporting of Royalties (APR 1998)	10 CFR 600.27(b)(7)
24	Restrictions on Lobbying (MAR 1996)	10 CFR 600.28 and 10 CFR Part 601
25	Rights to Data in Application (APR 1998)	10 CFR 600.27(b)(2)
26	Rights in Technical Data (Long Form) (APR 1998)	10 CFR 600.27(b)(2)
27	Subgrants and Contracts Under Grants or Subgrants (MAR 1996) (MAR 1996)	10 CFR 600.237 and 600.27(b)(9)
28	Suspension and Termination (MAR 1996)	10 CFR 600.25

* Clause No. 20, "Program Income" will be applicable only if program income is validated and agreed to by DOE as part of cost share.

The recipient shall also comply with the following:

1. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)--All contracts and sub-grants in excess of \$2000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327- 333)--Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/ 2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. Debarment and Suspension (E.O.s 12549 and 12689)—Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the non-procurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals.

PART D
BUDGET INFORMATION

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Actual Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Lakeview Groundwater	81.104			\$292,500.00	\$32,500.00	\$325,000.00
2.						
3.						
4.						
5. TOTALS				\$292,500.00	\$32,500.00	\$325,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1) US DOE	(2) State (Corrections)	(3) State (Corrections)	(4)	(5)
a. Personnel	\$37,824.00	\$0.00			\$37,824.00
b. Fringe Benefits	\$13,238.00	\$0.00			\$13,238.00
c. Travel	\$13,053.00	\$0.00			\$13,053.00
d. Equipment	\$0.00	\$0.00			\$0.00
e. Supplies	\$3,515.00	\$0.00			\$3,515.00
f. Contractual	\$200,000.00	\$22,222.22	\$10,277.78		\$232,500.00
g. Construction	\$0.00	\$0.00			\$0.00
h. Other	\$3,685.00	\$0.00			\$3,685.00
i. Total Direct Charges (sum of 6a-6h)	\$271,315.00	\$22,222.22	\$10,277.78	\$0.00	\$303,815.00
j. Indirect Charges	\$21,185.00	\$0.00			\$21,185.00
k. TOTALS (sum of 6i and 6j)	\$292,500.00	\$22,222.22	\$10,277.78	\$0.00	\$325,000.00
7. Program Income					

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P. 04

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
9. Lakeview Groundwater		\$32,500.00		\$32,500.00
10.				
11.		\$32,500.00		\$32,500.00
12. TOTALS (sum of lines 8 and 11)				

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$223,643.00	\$5,911.00	\$205,911.00	\$5,911.00	\$5,910.00
14. NonFederal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15. TOTAL (sum of lines 13 and 14)	\$223,643.00	\$5,911.00	\$205,911.00	\$5,911.00	\$5,910.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Lakeview Groundwater	\$223,643.00	\$12,726.00	\$11,671.00	\$11,762.00
17.				
18.				
19.				
20. TOTALS (sum of lines 16-19)	\$223,643.00	\$12,726.00	\$11,671.00	\$11,762.00

SECTION F - OTHER BUDGET INFORMATION	
(Attach additional Sheets if Necessary)	
21. Direct Charges: \$303,815.00	22. Indirect Charges \$21,185.00

23. Remarks:

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
1. Lakeview Groundwater				\$0.00
10.				
11.			\$0.00	\$0.00
12. TOTALS (sum of lines 8 and 11)				

SECTION D - FORECASTED CASH NEEDS

Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal				
14. NonFederal				
15. TOTAL (sum of lines 13 and 14)				

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) Fifth	(c) Sixth	(d) Seventh	(e) Eighth
16. Lakeview Groundwater	\$7,860.00	\$4,814.00	\$4,889.00	\$4,866.00
17.				
18.				
19.	\$7,860.00	\$4,814.00	\$4,889.00	\$4,866.00
20. TOTALS (sum of lines 16-19)				

SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets if Necessary)

21. Direct Charges:	22. Indirect Charges
23. Remarks:	

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
8. Lakeview Groundwater				\$0.00
9.				
10.				
11.				
12. TOTALS (sum of lines 8 and 11)			\$0.00	\$0.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal					
14. NonFederal					
15. TOTAL (sum of lines 13 and 14)					

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)	
	(b) Ninth	(c) Tenth
16. Lakeview Groundwater	\$5,045.00	\$5,125.00
17.		
18.		
19.		
20. TOTALS (sum of lines 16-19)	\$5,045.00	\$5,125.00

SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets if Necessary)

21. Direct Charges:	22. Indirect Charges
23. Remarks:	

PART E
REPORTING REQUIREMENTS

U.S. DEPARTMENT OF ENERGY
FEDERAL ASSISTANCE REPORTING CHECKLIST

1. IDENTIFICATION NUMBER:

DE-FC13-00GJ79488

2. PROGRAM/PROJECT TITLE:

Groundwater Compliance Project Uranium Mill Tailings Remedial Action

3. RECIPIENT: State of Oregon, Office of Energy, 625 Marion St. NE, Suite 1, Salem, OR 97301-3742

4. REPORTING REQUIREMENTS:

PROGRAM/PROJECT MANAGEMENT REPORTING

- DOE F 4600.3, "Federal Assistance Milestone Plan"
- DOE F 4600.3A, "Milestone Log"
- DOE F 4600.4, "Federal Assistance Budget Information"
- DOE F 4600.5, "Federal Assistance Management Summary Report"
- DOE F 4600.6, "Federal Assistance Program/Project Status Report"
- SF-269 or SFS-269A, "Financial Status Report"

TECHNICAL INFORMATION REPORTING

- DOE F 1430.22, Notice of Energy RD&D
- Technical Progress Report
- Topical Report
- Final Technical Report
-

FREQUENCY

NO. OF
COPIES

ADDRESSEES

X, Y

1, 1

A, B

X, Y

1, 1

A, B

Y

1, 1

A, B

FREQUENCY CODES AND DUE DATES:

- A - As Necessary; within 15 calendar days after events.
- F - Final; 90 calendar days after the performance of the effort ends.
- Q - Quarterly; within 30 days after end of calendar quarter or portion thereof.
- O - One time after project starts; within 30 days after award.
- X - Required with proposals or with the application or with significant planning changes.
- Y - Yearly; 30 days after the end of program year. (Financial Status Reports 90 days.)
- S - Semiannually; within 30 days after end of program fiscal half year.

5. SPECIAL INSTRUCTIONS:

Addressees shown on the next page.

6. PREPARED BY (Signature and Date):

7. REVIEWED BY (Signature and Date):

FEDERAL ASSISTANCE REPORTING CHECKLIST

PURPOSE

This form serves to identify plans and reports selected by the U.S. Department of Energy (DOE) as reporting requirements for the Federal Assistance Program/Project.

INSTRUCTIONS

- Item 1 - Enter the program/project identification number as it appears in the official award.
- Item 2 - Enter the program/project description as it appears in the official award.
- Item 3 - Enter the name of the recipient.
- Item 4 - Checks spaces to indicate plans and reports selected. For each report checked, indicate frequency of delivery in column provided using one of the frequency of delivery codes as shown, as well as the number of copies requested and to whom they should be sent.
- DOE F 4600.3, "Federal Assistance Milestone Plan" - presents, with the accompanying DOE F 4600.3A, "Milestone Log," a schedule of the planned activity.
- DOE F 4600.4, "Federal Assistance Budget Information" - presents the planned costs.
- DOE F 4600.5, "Federal Assistance Management Summary Report" - registers planned progress and costs to actual progress and costs in capsulized format.
- DOE F 4600.6, "Federal Assistance Program/Project Status Report" - periodically reports project status, explains variances and problems, and discusses any other areas of concern or achievements.
- SF-269 and SF-269A, "Financial Status Report," presents the status of funds committed to the project.
- DOE F 1430.22, "Notice of Energy RD&D Project" - provides information on unclassified DOE RD&D Project for dissemination to the scientific, technical, and industrial communities and to the public. Also provides information to the Smithsonian Information Exchange and to the DOE Technical Information Center.
- Technical Progress Report - periodically reports progress and/or results of DOE supported RD&D and scientific projects covering a specific reporting period.
- Topical Report - presents the technical results of work performed on a specific phase of a project.
- Final Technical Report - presents a technical accounting of the total work performed on a project.
- Frequency Codes - Each code represents a specific reporting frequency (such as Quarterly). These time periods are suggested in the program announcement and negotiated at the time of the award.
- Item 5 - Identify any special reporting requirements or instructions not identified in Item No. 4. (Use additional sheets as necessary.)
- Item 6 - Signature of person preparing the checklist and the date prepared. Preparation is by person responsible for program solicitation.
- Item 7 - Signature of the person reviewing the checklist and date reviewed.

REPORT DISTRIBUTION LIST

- A. U.S. Department of Energy
Grand Junction Office
Attn: Don Metzler
2597 B 3/4 Road
Grand Junction, CO 81503

- B. U.S. Department of Energy
Grand Junction Office
Attn: Contracting Officer
2597 B 3/4 Road
Grand Junction, CO 81503

PART F
APPENDIX 1
FORMS

ASSURANCES AND CERTIFICATIONS

The Assurances and Certifications, as executed by the recipient, are hereby incorporated by reference into
this Cooperative Agreement