



Department of Energy
Albuquerque Operations Office
P.O. Box 5400
Albuquerque, New Mexico 87115

MAR 23 1989

Mr. Paul H. Lohaus
Director, Division of Low-Level Waste
Management & Decommissioning
U.S. Nuclear Regulatory Commission
1 White Flint North
11555 Rockville Pike
Rockville, MD 20852

Dear Mr. Lohaus:

Pursuant to a request by Dan Gillen of your staff, enclosed is a copy of a memorandum from the DOE Contracting Officer for the UMTRA Project. This memorandum designates the UMTRA Project Manager to be the Contracting Officer's Representative for UMTRA Project Contracts and Agreements. This designation is consistent with information provided to your office in our February 15, 1989 letter transmitting our review comments on the proposed revised Memorandum of Understanding (MOU) between DOE and NRC transmitted on February 15, 1989.

If you should have any questions, please contact Richard Richey at FTS 846-1210.

Sincerely,

Mark L. Matthews
Acting Project Manager
Uranium Mill Tailings Project Office

Enclosure

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United States Government

Department of Energy

memorandum

Albuquerque Operations Office

DATE: 12-2-88
 REPLY TO:
 ATTN OF: CIRD:ACR:GRD

SUBJECT: Designation as a Contracting Officer's Representative (COR) for the Uranium Mill Tailings Remedial Action (UMTRA) Contracts or Agreements

TO: W. John Arthur, III, UMTRA P. O.

Pursuant to the authority vested in me and in accordance with AL Order 1120 and Department of Energy Acquisition Regulation (DEAR) 901.603-73, you are hereby designated as a Contracting Officer's Representative (COR) in relation to the services to be provided under the below listed UMTRA Project Contracts or Agreements. This designation is effective on the date you assume the duties of UMTRA Project Manager from Mr. James R. Anderson.

DE-AC04-82AL14086	Jacobs Engineering Group, Inc.
DE-AC04-83AL18796	Morrison-Knudsen Company, Inc.
DE-FC04-81AL16257	State of Colorado
DE-FC04-82AL19487	State of Pennsylvania
DE-FC04-81AL16309	State of Utah
DE-FC04-83AL19454	State of Wyoming
DE-FC04-85AL20533	State of New Mexico
DE-FC04-85AL20535	State of Idaho
DE-FC04-82AL20536	State of North Dakota
DE-FC04-84AL20534	State of Oregon
DE-FC04-83AL23867	State of South Dakota
DE-FC04-83AL16258	Navajo Nation
DE-FC04-85AL26731	Navajo-Hopi Tribe of Indians
DE-AI04-83AL23266	U. S. Army Corps of Engineers, Huntington District
DE-AI04-84AL27686	U. S. Army Corps of Engineers, Omaha District
DE-AI04-84AL27241	Tennessee Valley Authority
DE-FC04-87AL20532	State of Texas

Your responsibilities as COR result from the provisions of the above listed contracts, DEAR 901.603-73, and guidance provided in the DOE Acquisition Guide for Technical Personnel (DOE PR-0045). Your duties will consist of the following:

1. Monitor technical compliance. Ensure that the Contractor, Participant, or Agency complies with all technical requirements of the work defined in the respective Statement of Work. In this regard you should:

a. Inform the Contracting Officer in writing of any performance failure.

b. Inform the Contracting Officer if you foresee that the respective Contract or Agreement will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.

c. In conjunction with the Contracting Officer, insure that the Government meets its respective Contract or Agreement obligations. This includes, but is not limited to Government-furnished property and services called for in the respective Contract or Agreement and timely Government comment on approvals of draft deliverables as may be required by the respective Contract or Agreement.

d. Inform the Contracting Officer in writing of any needed changes in the respective Statement of Work. A written request should be processed to the Contracting Officer to effect any changes in Statements of Work.

e. Issue technical direction within the limitations set forth in this designation and as may be specified in the respective Contract or Agreement.

f. Assist the Contractor, Participant, or Agency in interpreting technical requirements of the respective Contract or Agreement. All technical questions which cannot be resolved without increasing costs, alterations or changes to the respective Contract or Agreement or if unresolvable differences occur, these should be reported in writing to the Contracting Officer for immediate resolution. Such reports should contain the facts and recommendations pertinent to the questions at issue.

2. Monitor the administrative and funds aspects.

a. Notify the Contracting Officer immediately of any indication that the cost to the Government, for completing performance under the respective Contract or Agreement will exceed the amount stated in the respective Contract or Agreement.

b. Report any indication that costs are being incurred which are not appropriately chargeable to the respective Contract or Agreement.

c. Monitor travel performance under the respective Contract or Agreement to assure the necessity therefor and the duration thereof. Foreign travel must be processed in accordance with the Contract Clause entitled "Foreign Travel" (TAC and RAC only).

d. Review and certify incurred cost vouchers or invoices for payment after concurring with the percent of technical completion (i. e., LOE) or delivery of the items or services to be delivered or performed.

e. Review fee vouchers for payment and certify that fee is based upon the percentage of contract completion (RAC and TAC only).

3. Property Management

a. Review and comment on the respective Contractor's or Participant's request for Government-furnished facilities, supplies, materials, and equipment and forward the request to the Contracting Officer for disposition.

b. Review and comment on the respective Contractor's or Participant's request for consent to purchase supplies, materials, and equipment, and forward the request to the Contracting Officer for disposition.

4. Assist in closeout of the respective Contract or Agreement Upon completion of the work:

a. Forward to the Contracting Officer a written statement attesting to the Contractor's completion of technical performance, delivery and acceptance of all goods and services for which inspection and acceptance are herein delegated, and a statement as to the performance under the respective Contract or Agreement.

b. In accordance with DOE policies and procedures existing upon close-out, dispose of all records and documents pertinent to the administration of the respective Contract or Agreement which were retained by you in your capacity as COR during the period of performance.

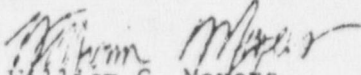
As a matter of practice, the COR shall prepare or have prepared appropriate records to document actions relating to the respective Contract or Agreement made in the capacity as COR. A copy of all such correspondence shall be furnished to the Contracting Officer.

By copy of this memorandum, the Contractor, Participant, or Agency is advised that no oral statement of any person whomsoever shall in any degree, modify or otherwise affect the terms of the respective Contract or Agreement. The Contracting Officer is the only person authorized to approve changes in any of the requirements under the respective Contract or Agreement. In the event the Contractor or Participant effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority.

The Contractor, Participant, or Agency is further advised that upon receiving any correspondence in connection with their respective Contract or Agreement from any source other than the Contracting Officer, containing instructions such as corrections, clarifications, or directions, which in the opinion of the Contractor represent an impact on cost, schedule and/or performance if implemented, the Contractor should provide notification of same in writing to the Contracting Officer, with an informational copy to the COR. The Contractor or Participant should not proceed with any work which is considered to be beyond the scope of the contract as presently written and should take no further action with regard to the corrections, clarifications, or directions pending resolution of the matter by the Contracting Officer.

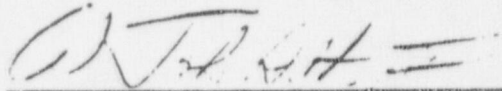
The duties and responsibilities listed above are personal to you and shall not be redelegated. They shall not be construed to include the authority to execute or to agree to any modification of the respective Contract or Agreement nor to attempt to resolve any dispute concerning a question of fact arising under the respective Contract or Agreement. Any act on your part beyond the authorities granted herein shall be at your own risk.

This designation and its authority shall become effective upon your acceptance and shall remain in effect as long as you are assigned to the UMTRA Project Office or until rescinded in writing. This designation supersedes the previous designation of December 31, 1986, for Mr. James R. Anderson.

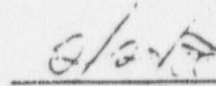

William C. Meyers
Contracting Officer
Programs and R&D Branch
Contracts & Industrial Relations Division

ACCEPTANCE OF APPOINTMENT

I hereby accept the responsibility to perform the functions designated herein to the best of my ability.



W. John Arthur, III
Project Manager, UMTRA Project


Date

cc:

Mr. R. M. Sargent, FMD, AL
Mr. James G. Oldham, MK-F Co.
Mr. John Dalzell, MK-F Co.
Mr. Clark Wilkinson, MK-F Co.
Mr. Don Dubois, JEG
Mr. Wilfred Sanchez, JEG
Mr. Howard Roitman, State of Colorado
Mr. Thomas Gerusky, State of Pennsylvania
Mr. Larry Anderson, State of Utah
Mr. Jim Uzzell, State of Wyoming
Ms. J. Margo Keele, State of New Mexico
Mr. Robert Funderberg, State of Idaho
Mr. Dana Mount, State of North Dakota
Mr. Felix Miera, State of Oregon
Mr. Joel Smith, State of South Dakota
Mr. Tommy K. Begay, Jr., Navajo Nation
Mr. Donald Ami, Navajo-Hopi Tribe of Indians
Real Estate Division US Army COE, Omaha District
Real Estate Division US Army COE, Huntington District
Mr. R. H. Davidson, Tennessee Valley Authority
Mr. Edgar D. Bailey, State of Texas
Ms. Wanda Fiske, UMTRA P. O.
Mr. Gene Dixon, CIRD/ACR
Mr. Wilfred Maez, OCC