

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 14

1. CONTRACT/PURCH ORDER/AGREEMENT NO. **DACA63-03-D-0005**  
 2. DELIVERY ORDER/CALL NO. **0003**  
 3. DATE OF ORDER/CALL (YYYYMMDD) **2003MAR20**  
 4. REQUISITION/PURCH REQUEST NO. **W81G6830799618**  
 5. PRIORITY

8. ISSUED BY **USACE FT. WORTH DISTRICT  
819 TAYLOR STREET  
P.O. BOX 17300  
FORT WORTH, TX 76102**  
 7. ADMINISTERED BY (If other than 8) **SAME AS ITEM 6**  
 9. DELIVERY FOB  DESTINATION  
 OTHER (See Schedule H other)

9. CONTRACTOR **BROWN & ROOT SERVICES  
A DIVISION OF KELLOGG BROWN AND ROOT  
9900 WESTPARK  
HOUSTON, TX 77063**  
 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) **SEE SOW**  
 12. DISCOUNT TERMS **NET 30**  
 11. X IF BUSINESS IS  SMALL  
 SMALL DISADVANTAGED  
 WOMEN-OWNED  
 13. MAIL INVOICES TO THE ADDRESS IN BLOCK

14. SHIP TO **SEE STATEMENT OF WORK**  
 15. PAYMENT WILL BE MADE BY **US ARMY CORPS OF ENGINEERS FINANCE OFC  
ATTN: CEFC-AO  
5722 INTEGRITY DRIVE  
MILLINGTON, TN 38054-5005**  
 MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER  DELIVERY CALL  PURCHASE  
 This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.  
 Reference your **ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.** furnish the following on terms specified herein.

NAME OF CONTRACTOR \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TYPED NAME AND TITLE \_\_\_\_\_ DATE SIGNED (YYYYMMDD) \_\_\_\_\_  
 If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
**PR&C #W81G6830799618 (\$7,000,000.00)**

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	IAW WITH ATTACHED STATEMENT OF WORK ENTITLED "BASIC OPERATIONS", 13 PAGES DATED 20 MAR 2003.				

\*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.  
 24. UNITED STATES OF AMERICA  
 BY: *John H. Rodgers* **JOHN H. RODGERS** CONTRACTING/ORDERING OFFICER  
 26. TOTAL **\$7,000,000.00**  
 29. DIFFERENCES

28. QUANTITY IN COLUMN 20 HAS BEEN  INSPECTED  RECEIVED  ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  
 27. SHIP. MO.  PARTIAL  FINAL  
 28. D.D. VOUCHER NO.  
 32. PAID BY  COMPLETE  PARTIAL  FINAL  
 33. AMOUNT VERIFIED CORRECT FOR  
 34. CHECK NUMBER  
 35. BILL OF LADING NO.  
 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.  
 DATE \_\_\_\_\_ SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_  
 37. RECEIVED AT \_\_\_\_\_ 38. RECEIVED BY (Print) \_\_\_\_\_ 39. DATE RECEIVED (YYYYMMDD) \_\_\_\_\_  
 40. TOTAL CONTAINERS \_\_\_\_\_ 41. S/R ACCOUNT NUMBER \_\_\_\_\_ 42. S/R VOUCHER NO. \_\_\_\_\_

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STATEMENT OF WORK

Basic Operations

Emergency Response Tasks for Iraq Oil Restoration

20 Mar 03 1300 CST

1.0 (S) General.

1.1 (S) Purpose and Period of Performance.

1.1.1 (S) Purpose. Hostilities in Iraq could result in damage to the Iraqi oil infrastructure, or at least interrupt or degrade operational control of oil systems. The effort required by this statement of work (SOW) is intended to support immediate actions by the US and coalition forces to respond to oil well fires and oil spills, and to prevent or mitigate significant hazards or damage to oil facilities. On the first day of the Ground War (G-day), Ground Forces secure Iraqi Oil Infrastructure facilities. These forces clear enemy forces with small arms fire to avoid damage. No earlier than the day after the Ground Forces secure an Iraq Oil Infrastructure facility, contractor personnel shall be notified by ACO that benign conditions exist and directed by the ACO to deploy from staging areas located behind the line of departure, i.e. Kuwait, to specific facilities. An Iraq Oil Infrastructure facility shall be considered benign and ready for a contractor if the following conditions are met:

- a. Facility is not within range of any enemy direct fire weapon systems.
- b. Facility has been cleared of all enemy forces, environmental hazards (NBC and industrial), mines, unexploded ordnance, booby-traps, and sabotage systems.
- c. Contractor does not enter the facility any earlier than the day after the facility has been secured and cleared and declared benign.

The purpose of this task order is to utilize teams currently in theater and integrate four additional assessment teams, which are being deployed by the LOGCAP Contract No. DAAA09-02-D-0007 Task Order #32, to be ready to assist in the safe shutdown and damage assessment of the Iraq Oil Infrastructure facilities. These personnel shall be on stand-by in Kuwait, and once benign conditions are established, these personnel shall assist in the safe shutdown and damage assessment of the Iraq Oil Infrastructure. Oil spill assessment and oil spill response teams shall deploy to specific locations and commence assessment and cleanup operations. The contract personnel shall be expected to have personal NBC protection equipment, helmets and body armor of such specifications as used by military or police units. The contract personnel shall be expected to perform shutdown procedures at the oil facilities only during daylight hours. These operations shall continue until all facilities are safely shut down. In addition, this SOW requires development of information management, analytical and communications tools to establish the infrastructure management system required for project execution.

1.1.2 (S) Period of Performance. The contractor shall complete the work required by this SOW within two years after award of this task order, unless otherwise directed.

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*Declassified By:  
USD(P) Memo  
dated 21 Apr 2004*

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1.2 (S) Executive Agency. The Secretary of the Army has designated the U.S. Army Corps of Engineers (USACE) as the executive agent for the oil restoration mission. The Commander, USACE has assigned the mission to the Commander, Southwestern Division (CESWD). The Commander has established Task Force Restoration of Iraqi Oil (TF RIO) as the planning and executing organization for management and operations to restore Iraq's oil production capabilities. CESWD is the supporting division for TF RIO and provides technical, contracting and administrative support. The CESWD Contracting Officer or designated representative(s) shall be the contractor's source of definitive guidance.

1.3 (S) Contract Management. As the Contracting Activity for this contract CESWD has the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. The PCO may delegate specific authorities to Administrative Contracting Officers (ACOs) and/or Contracting Officer's Representatives (CORs). The PCO shall identify his authorized representatives in writing to the Contractor. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements.

1.4 (S) Performance Standards. The Contractor shall develop and provide the following material and services in accordance with this Statement of Work (SOW). Unless indicated otherwise, performance standards shall be in accordance with current industry standards for the type of work being performed. For the instances this SOW requires development of plans, schedules, lists or other program documentation, copies of those deliverables shall be provided to the ACO and designated representatives.

1.5 (S) Requirements. Contractor shall execute directed missions as described in Section 2 of this SOW.

1.6 (S) Operational Security (OPSEC) Plan. The memo, subject: Change in Classification of Oil Project and certain aspects of the project, effective 06 March 2003, addresses certain aspects of the mission. For clarity under this task order, the Contingency Support Plan, as a document, retains the SECRET/NOFORN classification until notification by the PCO changes that classification. The OPSEC Plan submitted under task order 1 for this contract shall be used during execution of this statement of work.

1.7 (U) Travel Requirements: Travel necessary for the performance of this contract shall be reimbursed IAW the SOW, FAR 31.205-46 and the Joint Travel Regulations (JTR).

1.7.1 (U) Allowable Costs. Projected travel cost shall be identified as a separate cost element when submitting cost estimates. Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem shall not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

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1.7.2 (U) Prior Approval. The contractor shall furnish the following information to the PCO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that shall be traveling and e) estimated cost of travel.

1.7.3 (U) Unscheduled Travel. In cases where prior notice is not feasible, Contractor shall notify the PCO or designated representative within 5 working days after travel begins, providing the above information, plus a justification statement which addresses the urgent need for travel and the circumstances that prevented prior notification.

1.8 (S) Information Systems. Over the life of this task order, the Contractor shall utilize their existing network for passing data within the approved facility only. OPSEC conditions apply. When notified by the ACO, that the mission is declassified, the contractor shall utilize their existing network for passing data from the theater sites to the home office and to Government sites as required during conduct of the mission. Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems.

1.9 (S) Contractor/Government Relationships. As an independent Contractor, the Contractor shall have exclusive supervisory authority and responsibility over employees. The government shall manage the contract but shall not exert control or supervision over contractor employees.

1.10 (S) Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The PCO or designated representative reserves the right to require removal from the job site any contractor employee who endangers persons or property; whose continued employment is inconsistent with the interests of military security, whose presence deters the accomplishment of work or whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees found to be lacking required qualifications or without legal immigration status). In such cases, the PCO/representative shall advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

1.11 (S) Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and the right to examine all facilities, records and data to include any of the Contractor's books, documents, papers, or other records related to this contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at PCO, ACO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract or this task order.

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1.12 (S) Project Schedule. The Contractor shall develop a Project Schedule using the current version of Primavera products for the update/revision of the plans showing each activity and duration and estimated costs. Items to be included in the project schedule are (as a minimum): activation, subcontracting, transportation, mobilization/demobilization, logistical support, firefighting, oil spill response, assessments, surveying, site work, site visits and other significant activities covered in this scope of work. These schedules shall be submitted in electronic format and a hard copy to the ACO for review and coordination of schedule requirements within 7 days after award of task order with updates submitted every week. Weekly updates shall display actual status of completed work as well as work planned for the next seven days. The update shall display variances between planned work and actual work for the past seven days.

1.13 (S) Environmental Protection.

1.13.1 (S) Regulations and Laws. Current industry standards shall apply to conduct of the work covered by this SOW. Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Current policy as adopted by U.S. Central Command (CENTCOM) shall be the primary environmental guidance. The guidance shall be attached to the CENTCOM operational order when available as a separate environmental annex. CENTCOM policy as currently stated is compliance with the Overseas Environmental Baseline Guidance Document (OEBGD, DoD Instruction (DODI) 4715.5-G, 15 Mar 2000). In keeping with the OEBGD, it is not the government's intention to remediate pre-existing sites (i.e. situations not caused by U.S. forces during hostilities, or by agents of the U.S. Government post-hostilities). General conditions for areas may be documented in United Nations reports published within the last five years. To document site-specific liabilities, initial assessments need to document (photographically, etc.) the condition of sites relative to pre-existing conditions. More detailed evaluation (e.g. analyses of samples of environmental media) may be pursued if visual evidence, likely site history (i.e. past use coupled with process knowledge), etc. warrant. Deviation from the general OEBGD guidelines shall be at the direction of the theater commander or subsequent appointed authority. Such deviations may be dictated to protect health and safety or to ensure effective execution of operations (e.g. restoration of petroleum production). As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e. approximately 400-1000 mg/kg total petroleum hydrocarbons (TPH)). Waterway and Maritime remediation shall be sufficient to meet the intent of the Oil Pollution Act of 1990 (OPA 90) or equivalent. Environmental protection matters shall be coordinated with the PCO or designated representative and Commander responsible for the AO.

1.13.2 (S) Compliance Requirements. The PCO or designated representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

1.13.3 (S) Citations. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractor's failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due.

1.14 (S) Safety and Health Program. The Contractor shall establish a safety and health program, including methods and procedures for ensuring compliance with applicable Health and Safety standards. The Contractor's program shall be based upon applicable requirements from OSHA, AR 385-10 and EM 385-1-1. The Contractor shall coordinate with the PCO or designated representative to tailor program requirements and procedures in order to accommodate anticipated conditions in theater.

1.14.1 (S) Safety Orientation. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

1.14.2 (S) Reporting. The Contractor shall IMMEDIATELY report telephonically to the PCO and designated representative any bodily injury which result in a lost-time accident, death, damage to Government property, and accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO and designated representative within two working days after the date of the accident. All accident records required shall be maintained by the Contractor and shall be made available to the Government upon request.

1.14.3 (S) Accident Analysis. The contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall provide corrective action to support the results of the review to the PCO and designated representative.

1.14.4 (S) Liability. If citations are issued to the Government due to Contractor non-compliance with any standard the PCO shall deduct the fine from any monies due the Contractor.

## 2.0 (U) Requirements.

2.1 (U) Establish Management Infrastructure System. The Contractor shall utilize tools to support efficient management of the project, including technical data management systems; technical data input and reporting tools; engineering analysis and design tools; and network infrastructure. All data gathered and analyzed, products of the analysis and decision-making process are to become the property of the United States Government. The goal of this mission is essentially divided into two parts: The first part is to return the infrastructure to pre-hostility production levels (estimated at 2.4 MMBPD). The second part is to restore production capacity to 3.1 MMBPD. Management of the mission shall be directed to that goal.

2.1.1 (U) Scope. In general, the scope of work includes development of system requirements documents; recommendation and procurement of hardware and software systems if required; design and programming of databases if required, input tools, query functions and reports; uploading of existing technical data; and instructions and training to system users, both contractor staff and Government personnel.

2.1.2 (S) Function. The Contractor shall propose the system functionality and coordinate with the PCO or his designated representatives to establish specific additional design requirements, if any, and interfaces for these management systems. Functions to be supported include, but are not limited to:

- a. Management of oil system/facility data (database/GIS)
- b. Collection of facility design and condition assessment information (GPS, cameras, PDAs, etc.)
- c. Analysis of crude oil and product systems to predict production under existing and projected damage/repair scenarios
- d. Facility design
- e. Reporting of information to communicate status and performance, and to support decision-making processes to meet system goals.
- f. Manage Oil Reservoirs by collecting historical/production data, test well pressure and flow, and assess reservoir condition.

2.1.3 (U) Design Considerations. Given the breadth and complexity of the mission outlined in the Contingency Support Plan, the Contractor is to identify opportunities to integrate the various data management and analysis tools, and to automate data input, analysis and reporting functions.

2.1.4 (U) Deliverables. Contractor deliverables shall include:

2.1.4.1 (U) Hardware and software necessary to support system development and function if required; for example, servers, network systems, operating systems, server and client software. It is intended that this system be run using normal office-office computing systems. To the degree that individual users shall input and access data using available office computing equipment, additional user hardware and/or software need not be provided under this task.

2.1.4.2 (U) Hardware/software system development as required to establish and demonstrate system capabilities required by the approved system design.

2.1.4.3 (U) User interfaces including input and reporting screens, and any specialized hardware and software required for data collection, input and output; for example, "palm-top" computers, cameras and interface cables.

2.1.4.4 (U) Upload of existing facility data and real-time data entry as it is collected during the performance of this task order.

2.1.4.5 (S) Hardware and software necessary to establish capability to execute performance and production analyses of the oil system.

2.1.4.6 (S) Hardware and software necessary to establish capability to analyze system condition and design to support repair of facilities and systems.

2.1.4.7 (U) Analyses and design tasks as requested by the PCO or designated representative to communicate program information and to facilitate decision processes.

2.1.4.8 (U) Instructions and training as necessary to enable system users to input and access facility information, and to perform query and reporting functions defined as "user" capabilities in the system requirements document. Users may be contractor personnel or Government personnel.

2.1.5 (U) Performance Period. The Contractor shall proceed immediately and complete this task within 30 calendar days of award of this task order.

2.2 (S) Establish Initial Facility Operational Control. The Contractor shall provide technical and operational support necessary to limit safety and environmental damage immediately following hostilities, and to facilitate responsive documentation and reporting of system condition and capabilities.

2.2.1 (S) Scope. Contractor activities under this requirement may include, but are not limited to:

- a. Coordination with Government representatives
- b. Preparation of standardized templates, diagrams and status boards
- c. Analysis of oil system capabilities
- d. Technical advice, training and operations tasks associated with facility operation
- e. Collection, processing and reporting of system condition and status information
- f. Based on damage assessments for each location, provide list of materials and equipment needed for facility operation. Provide cost estimates and schedules showing costs and resources needed.
- g. Survey of local labor market

2.2.2 (U) Deliverables.

2.2.2.1 (U) Standard Operating Procedures (SOPs) which reflect agreed-upon roles and responsibilities; decision authorities and interfaces with the Government; activity, progress and status reporting processes.

2.2.2.2 (U) Standard templates for system status/condition/capability reports.

2.2.2.3 (U) Hardware, software for facility data collection, management and reporting systems, with existing data loaded.

2.2.2.4 (U) Instructions and training on user functions associated with facility data management and analysis systems.

2.2.2.5 (S) Throughput projections for oil systems as they are captured and evaluated, and for alternative scenarios as requested by the PCO or his designee.

2.2.2.6 (S) Activity, situation and status reports as established in SOPs (para 2.2.2.1).

2.2.2.7 (S) Provide list of materials and equipment needed for facility operation of each location within 180 calendar days after the award date of the task order. Provide cost estimates and schedules showing costs and resources needed.

2.2.3 (U) Performance Period. The Contractor shall proceed immediately. Performance of this requirement shall continue for the term of the task order unless the ACO validates individual items are completed by the contractor or terminated by the PCO or his designee.

2.3 (S) Oil Well & Other Facilities Fire Suppression. Utilizing firefighting teams and equipment deployed by previous task order, extinguish all well, GOSP, pipeline, and other infrastructure fires as directed by the PCO or ACO.

2.3.1 (U) Scope. Contractor scope generally includes, but is not limited to:

- a. Operate pre-positioned equipment and deploy crews to specific sites in theater.
- b. Determine within 5 days after award of this task order, the additional equipment and crews required to complete firefighting within 240 calendar days after the award date of this task order.
- c. Report capabilities, readiness status and progress
- d. Provide technical advice to the Government
- e. Identify oil well fires, locate and name with GPS coordinates and enter into GIS database.
- f. Prioritize efforts
- g. Provide water or other materials as needed to extinguish fires
- h. Extinguish fires
- i. Cap/control wells, GOSPs and pipelines

2.3.2 (U) Deliverables:

2.3.2.1 (S) Oil related fire suppression in accordance with PCO/designee guidance on priorities and level of effort. Cap and/or control the wells, GOSPs and pipelines.

2.3.2.2 (S) Technical advice on fire fighting, such as time estimates, recommendations on approach and priorities.

2.3.2.3 (S) Situation, progress and status reports on firefighting efforts as prescribed in SOP (see para 2.2.2.1).

2.3.2.4 (S) Provide list of additional equipment and crews needed to complete the firefighting within 240 calendar days after the award date of this task order.

2.3.3 (U) Performance Period. The Contractor shall proceed upon direction of the PCO or designee, and continue until oil fires are extinguished, unless terminated by the PCO or his designee.

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2.4 (S) Respond to Oil Spills. The Contractor shall provide all personnel, equipment, logistical support and operational management to mitigate and remediate oil spills resulting from Iraqi crude oil infrastructure failures, fires, or damage, on land and inland waterways and open seas as directed by the PCO or designee.

2.4.1 (S) Scope. The scope of work generally includes, but is not limited to:

- a. Utilize pre-positioned equipment and crews to respond to water-borne and land-based spills.
- b. Operate pre-positioned equipment and deploy crews to specific sites.
- c. Determine within 5 days of award of this task order, the additional equipment and crews required to clean up oil spills within 90 calendar days after the award date of this task order – with preference given to water-borne spill response.
- d. Report capabilities, readiness status and progress.
- e. Provide technical advice to the Government.
- f. Prioritize efforts.
- g. Stabilize spills.
- h. Provide materials as needed to clean up spills.
- i. Clean up spills.
- j. Properly contain, manage and dispose of materials.

2.4.2 (S) Planning guidance. Oil spill plan shall include equipment, materials and personnel which shall correspond with the type and quantity required to equip a comparable CONUS-based Oil Spill Response Organization (OSRO) under the OPA 90 federal regulations (pipeline, shore-side facilities, offshore export facilities). The type and capacity of the facilities currently being operated and the operating environment (sea conditions, weather, etc.) must be considered.

2.4.2.1 (S) Oil spill response shall be conducted in accordance with ACO guidance on priorities and level of effort.

2.4.2.2 (S) Site assessment reports shall contain an environmental assessment documenting existing conditions and containing recommended remedial actions. The ACO shall concur prior to initiation of action, unless emergency conditions warrant immediate action. The plan shall indicate that it is not the intent of this contract to remediate pre-hostilities environmental contamination unless such remediation is necessary to protect the health and safety of contractor and Government personnel during on-going restoration actions. The environmental assessment submitted for each site shall differentiate, to the extent practicable, between results caused by current hostilities and past practices. UN Reports dated March 1998 and 2000 are to be used as a baseline. Recommendations for remediation shall be limited to pollution caused by recent hostilities. As a general guide, soil remediation shall be limited to world industrial/commercial standards (i.e., approximately 400-1,000 mg/kg). Waterway and maritime remediation shall be sufficient to meet the intent of OPA 90 or equivalent. In lieu of other guidance, remediation shall be in accordance with the current version of the "Overseas

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Environmental Baseline Guidance Document” (OEBGD).

- 2.4.2.2.1 (S) Environmental assessments shall contain the following at a minimum:
- a) Site location and date: (GPS and/or GIS with map showing location(s).
  - b) Site specific information: type of facility, photographs, current status, and extent of contamination/estimated quantities (this might be a very basic, visual inspection with some “shovel” work to determine depth, etc.)
  - c) Recommendations for site response: e.g., no action, on-site treatment and restoration; or removal and transport to treatment facility
  - d) Prioritization of response actions based upon Contingency Support Plan prepared under LOGCAP contract number DAAA09-02-D-0007 task order number 31.
  - e) Rough order of magnitude cost estimate.

Environmental assessments and the supporting maps and other information shall be submitted in electronic form as well as one hard copy for review and concurrence prior to start of remediation actions.

2.4.3 (U) Deliverables.

2.4.3.1 (S) Oil spill mitigation and/or remediation in accordance with PCO/designee guidance on priorities and level of effort. Assessment, remediation and mitigation services are to commence upon direction of the ACO in accordance with priorities established by the ACO and continue until oil spill mitigation/remediation efforts are completed or when terminated by the ACO.

2.4.3.2 (S) Technical advice in theater on oil spill response, such as time estimates, recommendations on approach and priorities.

2.4.3.3 (S) Daily situation, progress and status reports on spill response efforts as prescribed in SOP (see para 2.2.2.1).

2.4.3.4 (S) Provide, within 5 days of award of this task order, a list of additional equipment and crews needed to complete the oil spill mitigation/remediation within 90 calendar days after the award date of this task order.

2.5 (S) Emergency Restoration of Oil Systems. The contractor shall provide the necessary equipment, materials and personnel to perform and complete emergency repairs on oil wells, GOSPs and pipelines. Emergency repairs in this context are considered to be minor repairs that can be easily performed to stop leaks, correct safety deficiencies, and restore oil production.

3.0 (S) Government Furnished Information (GFI). In order to facilitate contractor responsiveness, the Government shall provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the Government shall provide the contractor with pertinent information on CESWD administrative plans, logistical needs, and technical requirements associated with the Project. The Contractor

shall establish liaison with CESWD to facilitate rapid communication of any information needs.

4.0. (U) Government Directives and Applicable Documents. Contractor is responsible for the acquisition of all currently updated references or other applicable documents necessary for the satisfactory completion of this effort herein. Government is not responsible for the comprehensive listing of all applicable or necessary references for this effort. Initial documents and sources for initiating this effort are:

4.1. (U) Army Regulation (AR) 385-10, Army Safety Program

4.2. (U) AR 570-9, Host Nation Support.

4.3. (U) AR 715-9, Contractors Accompanying the Force.

4.4. (U) Army Field Manual (FM) 100-21, Contractors on the Battlefield.

4.5. (U) Department of the Army (DA) Pam 690-80, Use and Administration of Local Civilians in Foreign Areas During Hostilities.

4.6. (U) Army Corps of Engineers Manual (EM) 385-1-1, Safety and Health Requirements Manual.

4.7. (U) 29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards

4.8. (U) 29 CFR 1926, Health and Safety Regulations for Construction

5.0 (S) Government Directives and Applicable Documents: General. The Contractor is obligated to follow and adhere to the governing directives and applicable documents as listed in the contract and the SOW. Supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the Contracting Officer in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and Government prior to implementation of the change.

6.0 (U) Performance Assessment: Inspection and Acceptance. The inspection and acceptance of executed and completed work shall be at the site where work is performed.

6.1 (U) Contractor's Quality Control Program. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

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6.2 (U) Rights. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO/representative may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO/representative shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met.

6.3 (U) Standards. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance shall be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.).

6.4 (U) Methods. Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation.

6.5 (U) Corrective Actions. Direction to take corrective action for deficiencies identified by the Government shall be provided by the ACO.

6.6 (U) Performance Evaluation Meetings. The PCO or his representative shall specify the method and frequency of Performance Evaluation Meetings. A mutual effort shall be made to resolve any and all problems identified.

7.0 (S) Reports. The Contractor shall coordinate with the PCO or designated representative to establish expected reporting schedule and formats. Report requirements may include, but shall not necessarily be limited to:

7.1 (S) Situation Reports (SITREPs). The Contractor shall prepare, maintain and provide a daily SITREP. The Contractor shall provide all SITREPs to the ACO. All issues that may impact on the contract scope, cost or schedule shall be referred to the ACO for approval. If classified information is to be reported, it shall be addressed in each task order.

7.2 (S) After Action Review: The Contractor shall prepare, maintain and provide an After Action Review (AAR) to include Lessons Learned, as applicable. The Contracting Officer or designated representative shall prescribe the schedule for submittal of draft and final documents at a later date.

7.3 (S) Cost/Schedule/Performance Status Reports. The Contractor shall prepare, maintain and provide the Cost/Schedule/Performance Status Reports, on a weekly basis to include the next week's planned and resourced activities for contractor personnel and the locations where work is to be performed. All issues that may impact on the contract scope, cost or schedule shall be referred to the PCO/representative for approval. If classified information is to be reported, it shall be addressed in each task order.

7.4 (S) Trip Reports shall be submitted within seven calendar days after completion of each trip.

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7.5 (S) Technical Reports shall be submitted on a prescribed schedule to describe activities of each major functional area, such as:

- a. Management Infrastructure System
- b. Oil Spills Response Teams
- c. Firefighting Teams
- d. Oil Systems Assessments
- e. Emergency Repairs

8.0 (S) Contractor Movement. Contractor movement shall be limited as follows:

- a. Contractors shall not be staged for missions any closer than the most recent line of departure unless otherwise directed by ACO.
- b. Contractors shall not travel with maneuver combat elements.
- c. Contractor shall move only with a task-organized unit that shall include security.

9.0 Contractor Cost Proposal.

Within 21 days of the award of this task order, the contractor shall submit a cost proposal for the purpose of negotiations to definitize the cost of this task order.

10.0 Task Order Funding.

This task order is funded with funds in the amount of \$7 million. The Government expects this amount to cover expenses for approximately 14 days. The Limitation of Costs clause is in effect for this task order.