

Interagency Agreement
No.: 065WCF95092

INTERAGENCY AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA)

AND

UNITED STATES DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

ARTICLE 1 - SERVICES

Under the terms of this agreement, the U.S. ARMY CORPS OF ENGINEERS (COE) agrees to provide field inspection, construction management, contract administration and documentation as necessary for work as described herein relating to the National Oceanic & Atmospheric Administration's Great Lakes Environmental Research Laboratory, located at 1431 Beach Street, Muskegon, MI 49441.

ARTICLE 2 - AUTHORITY

31 USC 1535

COE Regulation ER 1140-1-211, Support for Others: Reimbursable Work, 22 June 1992

1ST Endorsement, CENCDC-PE-P (CENCE-PP/31 Aug 95)

ARTICLE 3 - OBJECTIVES

The United States, acting through the NOAA and the COE will enter into Interagency Agreement No. 065WCF95092 to identify pertinent areas where the COE can provide technical expertise in the field of shoreline erosion control, inspection, consultation, construction and related activities in connection with NOAA owned and operated facilities.

ARTICLE 4 - STATEMENT OF WORK

The NOAA and COE, acting in accordance with the provisions of this interagency agreement, shall carry out the following specified activities:

A. Contract Administration and Technical Review: Using construction drawings, quantity and cost estimates, the COE shall modify Contract No. DACW35-95-C-0060 to install riprap stone along the shoreline of the Great Lakes Environmental Research Laboratory (GLERL). The stone will be 700-1400 lbs and be of the same quality as required by the above contract. NOAA shall pay all cost for construction, supervision and inspection during

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construction and the administrative costs associated with the contract modification to install the riprap stone along the GLERL shoreline. The COE shall administer the modification to the contract, from preconstruction to final acceptance, acting as agent for the NOAA. The NOAA will obtain all permits, environmental documents, and right-of-way necessary for construction. All necessary coordination with the U.S. Department of Natural Resources will be performed by the NOAA, prior to construction.

B. Field Work: The COE shall provide contract administration functions for placement of riprap stone along the shoreline of the GLERL. The COE shall be responsible for the final determination of all quantities. The COE shall also provide the expertise to direct actual placement of the stone in accordance with the contract modification. NOAA shall provide an access to the worksite and an area, in close proximity to the GLERL shoreline, for stone offloading and a temporary contractor work and storage area.

ARTICLE 5 - PAYMENT

NOAA funds are provided in the amount of \$30,000 for the work described herein. A more accurate cost will be provided upon the modification negotiation completion. NOAA agrees to reimburse the COE for actual costs incurred in the completion of work set forth in this agreement. The COE will notify NOAA if the estimated cost will exceed the NOAA authorization and will not incur additional cost until NOAA provides additional funds. Monthly billings will be presented to NOAA on a Standard Form 1080 bill and NOAA will make payment by check to FAO, USAED, Detroit, PO Box 1027, Detroit, MI 48231-1027, within 30 days from receipt of the bill.

Payment request must include a reference to Interagency Agreement 065WCF95092. The location code and account number for NOAA are: Agency Location Code N/A, and Account Number: AW640 QP4AFMHK.

COE 1080 bills shall be mailed to:

DOC/CASC
Finance Division CC1
Attn: Marilyn Dejarnatt
601 E. 12th Street Room 1765
Kansas City, Missouri 64106

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ARTICLE 6 - PROGRESS REPORTS

COE will provide verbal progress reports to the on-site NOAA representative describing work accomplished during the period. A final completion report will be provided to:

National Oceanic & Atmospheric Administration
Central Administrative Services Center
Attn: Mrs. Margaret Caswell
Kansas City, Missouri
and

National Oceanic & Atmospheric Administration
Great Lakes Environmental Research Laboratory
Attn: Gary L. Fahnenstiel, Ph.D.
1431 Beach St.
Muskegon, Michigan 49441

ARTICLE 7 - TERMS OF AGREEMENT

When executed by both parties, this agreement shall be in effect for 6 months. The parties acknowledge that the relationship required to perform the functions contemplated by this agreement is anticipated to last no more than 6 months.

This agreement may be terminated upon mutual agreement or upon 30 days written notice by either party.

ARTICLE 8 - DISPUTES

The parties agree to seek in good faith to resolve a disputed issue through negotiation or other forms of alternative dispute resolution, mutually acceptable to the parties.

ARTICLE 9 - CORPS OF ENGINEERS CONTACTS

Design Engr and COTR - Mr. Thomas W. O'Bryan (616)842-5510, ext. 23

Contracting Officer - Mr. George Fedynsky (313)226-6356

Finance Officer - Mr. David Kurty (313)226-6830

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APPROVALS:

BY: Margaret L. Caswell 9/8/95
Margaret Caswell
Contracting Officer

BY: R O Buck 9/11/95
Department of the Army
Randolph O. Buck, COL, EN
Commanding, USAED, Detroit