

U.S. DEPARTMENT OF ENERGY  
INTERAGENCY AGREEMENT FACE PAGE

*Reimb.  
DOE/Morgantown  
Sep 91*

**FUNDS-OUT INTERAGENCY AGREEMENT (IA)**  
Pursuant to  
Public Law 95-91, Public Law 93-438  
(Energy Reorganization Act of 1974),  
Economy Act of 1932

2. TYPE OF ACTION:  
 New Award     Modification     Extension     Other

1. IDENTIFICATION  
a. DOE IA No.: DE-AI21-91MC28086  
b. Other agency IA No.:  
c. Modification No.:  
d. Task order No.:

3. PROJECT TITLE/DESCRIPTION:  
Master Interagency Agreement: "Environmental Technical Support Services"

4. AGREEMENT PERIOD (month, day, year)  
From: 10/1/91    To: 10/1/96

6. DOE PROGRAM OFFICER  
Name: Nelson F. Rekos  
Address: Morgantown Energy Technology Center  
P.O. Box 880  
Morgantown, WV 26507-0880  
Telephone Number: 304/291-4066

5. FINANCIAL  
a. Accounting and Appropriation Data:

b. Funding sources

	\$	
	\$	
	\$	
DOE	\$	
Agency	\$	
Total Funding		\$

7. PERFORMING AGENCY  
a. Name: HQ, U.S. Army Corps of Engineers  
b. Address: 20 Massachusetts Ave., N.W.  
Washington, D.C. 20314-1000  
Attention: CEMP-E  
c. Program Director  
Name: Noel Beegle  
Address: CENAB-PL-R  
P.O. Box 1715  
Baltimore, MD 21203-1715  
Telephone No.: FTS 922-3235

c. Method of Payment:  
 Advance     Reimbursement     Progress

d. Amount obligated this action: \$ 0

e. Invoices, if any, submit to:  
Department of Energy  
Morgantown Energy Technology Center  
P.O. Box 880 (Accounts Payable)  
Morgantown, WV 26507-0880

f. Voucher Form to be used:  
Standard Form 1080

8. ISSUING AGENCY:  
Department of Energy (DOE)  
Morgantown Energy Technology Center  
P.O. Box 880  
Morgantown, WV 26507-0880

9. PERFORMING AGENCY ACCEPTANCE:  
  
*Allen M. Carton*    9/23/91  
(signature)    (date)

10. DOE CONTRACTING OFFICER:  
  
*G. William Bolyard*    9/24/91  
(signature)    (date)

Name (typewritten): ALLEN M. CARTON  
Title (typewritten): Director, D/MP  
Telephone: 272-0382

Name (typewritten): G. William Bolyard  
Title (typewritten): Contracting Officer

MASTER INTERAGENCY AGREEMENT

NO. DE-AI21-91MC28086

BETWEEN

THE UNITED STATES ARMY CORPS OF ENGINEERS  
AND  
THE UNITED STATES DEPARTMENT OF ENERGY  
MORGANTOWN ENERGY TECHNOLOGY CENTER

I. PURPOSE

This Interagency Agreement (hereinafter designated "Agreement") constitutes effort to be conducted between the U.S. Army Corps of Engineers (USACE) and the U.S. Department of Energy (DOE) in accordance with the Memorandum of Understanding entered into on July 12, 1990. This Agreement provides for support services necessary to assist the Morgantown Energy Technology Center (METC) in the management of its environmental compliance programs as required under the National Environmental Policy Act (NEPA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA) and as mandated by the DOE/METC policies and other Federal, state, and local regulations, statutes, and laws.

II. ATTACHMENTS

The following attached documents are considered part of the Agreement.

Attachment A - Statement of Work.  
Attachment B - General Provisions.  
Attachment C - Special Provisions.

III. SCOPE OF WORK

The work will be performed in accordance with the Statement of Work, Attachment A, hereto, and in accordance with specific task orders.

IV. TASK ORDERS

Task Orders will be issued under this Agreement to identify work requirements and to obligate funds. Task Orders will be issued on DOE Form 1270.1

V. TASK ORDERING PROCEDURE

- A. Upon receipt of a request for task proposal under this Agreement, USACE will either provide a Task Plan which shall include an estimate of costs and schedule or decline to perform the work. Work under this Agreement will begin only after cost and schedule determinations are concluded between the parties and issuance of a task order by the DOE Contracting Officer.
- B. As an alternate to the above procedure, the DOE Contracting Officer may, under circumstances of extraordinary urgency, unilaterally issue a Task Order without first issuing a request for task proposal. USACE may, upon receipt of such a task order, immediately commence work. Within thirty (30) calendar days after receipt of such a task order, USACE shall submit a Task Plan which is subject to DOE Contracting Officer review and discussion and subsequent resubmittal. USACE shall not incur costs in excess of the amount specified in any Task Order issued pursuant to this paragraph or to perform beyond the initial thirty (30) calendar day period without written authorization of the DOE Contracting Officer.

VI. DELIVERABLES/REPORTS/DUE DATES

This Agreement will become effective at the time of the signing by both parties and shall remain in effect until amended, modified or terminated as provided in Article XI. Task Orders issued under this Agreement shall establish the specific work requirements as well as periods of performance.

USACE will provide quarterly and annual reports on the overall technical status and cost management of all tasks. The fourth quarterly technical and cost management reports shall be considered the annual reports and shall be submitted by September 15. These reports shall be prepared in accordance with Attachment C, Special Provisions and as specified in the Task Orders.

VII. PROGRAM OFFICERS

The following individuals will serve as Program Officers for this Agreement:

- A. DOE/METC and Performing USACE - See Blocks No. 6 and 7 of Face Page.
- B. The work to be performed under this Agreement is subject to monitoring by a DOE Program Manager to be assigned by

the DOE Contracting Officer. The DOE Program Manager (or his designated representative) will be responsible for coordinating with the USACE in administering the technical aspects of this Agreement. The DOE Program Manager does not have the authority to make any changes to terms, conditions or work scope of this Agreement; any proposal for such changes shall be referred to the DOE Contracting Officer for action in accordance with Article XI.

- C. The USACE will coordinate through the DOE Program Manager and with other such contractors as may be necessary to obtain technical data, documents and other information as may be identified by the USACE in performing work under this Agreement. The DOE/METC may utilize others in technical and programmatic review of USACE work completed under this Agreement. USACE will at times be directed by DOE/METC to communicate directly with other contractors as designated and authorized by DOE/METC.

VIII. OBLIGATION OF FUNDS

DOE/METC will fund all work accomplished under this Agreement. Funds will be obligated on each Task Order and approved in accordance with paragraph 3 of Attachment B.

IX. PAYMENTS

Payments will be made on the basis of the actual costs incurred. Costs incurred on each Task may be invoiced on a single invoice but each Task's charges shall be broken out separately in appropriate detail as specified by DOE/METC.

X. PROCUREMENT POLICY

- A. The USACE may contract for portions of the work defined in Task Orders. The USACE shall encourage competition and award contracts in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and the USACE policies and procedures descending from these regulations. The USACE shall make any determinations and findings required by law or regulation and shall be responsible for contract management.
- B. All contracts entered into by USACE under this Agreement will be coordinated with DOE/METC. Additionally, DOE/METC or its designee may participate upon request in the solicitation and evaluation of any bid or proposal for contract work pursuant to this Agreement.

XI. AMENDMENT, MODIFICATION OR TERMINATION

This Agreement may be modified or amended by written agreement between DOE/METC and USACE and may be terminated in accordance with the Attachment B, paragraph 5.

DOE/METC shall retain the responsibility to determine the scope of the services to be provided and may unilaterally delete any portion of the Scope of Work or terminate the performance of any Task Order prior to its completion.

XII. RESPONSIBILITY FOR WORK

USACE is responsible for performing all tasks issued under this IA in accordance with applicable law. If there is a failure by USACE to comply with applicable law resulting in liability imposed on the United States, USACE will accept non-fiscal responsibility for its actions and will support DOE requests for additional appropriations as required.

XIII. OFFICIALS NOT TO BENEFIT

No officer, employee, special Government employee, or agent of either party shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. This provision shall not be construed to extend to either party contracting for its use or for the public's general benefit.

XIV. NOTICES

All notices, requests, and other communications that this Agreement requires shall be deemed to have been duly given if in writing and delivered by mail as follows:

If to DOE/METC

DOE Contracting Officer  
USACE Interagency Agreement  
U. S. Department of Energy  
Morgantown Energy Technology Center  
P.O. Box 880  
Morgantown, WV 26507-0880

If to USACE:

Commander, U. S. Army Corps of Engineers  
Baltimore District  
ATTN: CENAB-PL-R  
P.O. Box 1715  
Baltimore, MD 21203-1715

## STATEMENT OF WORK

## Environmental Technical Support Services

## A. STATEMENT OF WORK

The USACE shall furnish all personnel, materials, and services necessary to assist the Morgantown Energy Technology Center (METC) in the management of its environmental compliance programs. This support shall include providing assistance with METC's: 1) development and implementation of environmental protection compliance programs and policies, and 2) oversight, confirmation, and independent verification of programs and other tasks relating to environmental compliance in accordance with the National Environmental Policy Act (NEPA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA) and as mandated by the U. S. Department of Energy (DOE)/METC policies, Clean Air Act, Clean Water Act, and other federal, state, and local regulations, statutes, and laws.

## B. TASKS TO BE PERFORMED

The USACE will perform work assigned by specific task orders in the following task areas:

Task Area 1 -- Environmental Investigations

The USACE shall assist METC with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Resource Conservation and Recovery Act (RCRA) investigations. An analysis of the investigations will be performed in order to establish the requirements that will be necessary for METC's Environmental Compliance Programs. The task may include, but is not necessarily limited to:

- 1.1 Conducting Remedial Investigation/Feasibility Studies (RI/FS).
- 1.2 Conducting site investigations of the METC Facility or other facilities as required.
- 1.3 Providing engineering services required for planning, implementing, and performing site remediation and removal actions in accordance with CERCLA/RCRA, DOE/METC policies and procedures, and other applicable federal and state, local regulations, statutes, and laws.

Task Area 2 -- National Environmental Policy Act (NEPA) Assistance

The USACE shall provide support to METC in complying with the National Environmental Policy Act (NEPA). These services include providing the appropriate level of site specific NEPA documentation required for all proposed DOE/METC actions ranging from small R&D projects to major fossil fueled power plants and other DOE/METC proposed actions. Project locations will include on-site at METC and other sites within U.S. boundaries. The task may include, but is not necessarily limited to:

2.1 Preparing Environmental Assessments and Environmental Impact Statements and other activities in support of the DOE NEPA process. Final documents will include comments from several DOE sources including: METC, Fossil Energy, Environmental Safety & Health, and General Counsel. EIS-related activities may include: developing implementation plans and EIS documents, providing support to DOE/METC for public scoping meetings and hearings, draft public notices (NOI) and announcements. Activities in support of the DOE NEPA process will vary depending on the level of documentation required (EA or EIS) but will include most if not all the following.

2.1.1 Preparing Environmental Impact Statements and Environmental Assessments as required per a task statement of work.

2.1.2 Reviewing and commenting on draft and final Environmental Reports - used by DOE to prepare required site-specific NEPA documentation for a proposed action.

2.1.3 Collecting data and information necessary for the preparation of NEPA documentation. These data collection activities may include: site soil and air quality sampling, installing and monitoring instrumentation and sampling stations.

2.1.4 Analyzing data in support of NEPA. These analyses may include assistance to DOE in its preparation of project applications for state and federal permits, comparative analysis of project-specific data with commercial reference data, and performing air quality simulations for baseline and alternative site considerations.

- 2.2 Inspecting and evaluating DOE/METC contractor efforts in fulfilling requirements of site environmental monitoring and mitigation plans.
- 2.3 Performing short-term non-legal studies and analysis of proposed federal and state environmental regulation and legislation to determine possible impacts on DOE/METC Clean Coal, R&D programs, and other proposed actions.
- 2.4 Providing summaries of State environmental regulatory programs

#### Task Area 3 -- Environmental Audits

The USACE shall provide technical assistance for the performance of environmental audits identified by METC to establish the requirements for METC's environmental compliance programs. The task may include, but is not necessarily limited to:

- 3.1 Developing environmental auditing and appraisal programs to evaluate compliance with RCRA, Clean Air Act (CAA), Clean Water Act (CWA) and other applicable environmental laws and regulations.
- 3.2 Conducting environmental audits.
- 3.3 Providing technical assistance in the design, the cost estimating, and the implementation of corrective measures based on the results of the audits.

#### Task Area 4 -- Environmental Compliance Assistance

The USACE shall assist METC, in developing and implementing an Environmental Compliance Program. The task may include, but it is not necessarily limited to:

- 4.1 Providing technical assistance in analyzing environmental compliance issues which affect or have the potential to affect METC operations.
- 4.2 Providing technical assistance in reviewing and preparing permit applications and environmental monitoring reports.
- 4.3 Providing technical assistance in developing and maintaining a database of site-specific environmental information.
- 4.4 Providing assistance in developing bibliographies for environmental projects.

- 4.5 Providing technical assistance in the development of short-range and long-range environmental protection goals.
- 4.6 Providing environmental training for on-site personnel concerning DOE/METC environmental protection programs.
- 4.7 Providing technical assistance in developing and implementing other environmental programs such as ground-water protection management, waste minimization, and pollution prevention awareness, as mandated by DOE policies.
- 4.8 Providing engineering services required in planning, implementing and performing site remediation and removal actions in accordance with CERCLA, RCRA, DOE Orders, and other applicable Federal and state regulations, statutes, and laws. Site remediation and removal actions.

Task Area 5 -- Litigation Assistance

The USACE, where required, shall assist DOE/METC in any litigation activities that may arise in conjunction with USACE contract-related environmental activities. Such assistance shall be limited to technical matters only (i.e., advice/testimony of scientists, engineers, technicians, etc.) and shall not include legal advice or counseling of any kind whatsoever.

Task Area 6 -- Health and Safety

The USACE shall assist METC in developing a Health and Safety Compliance Program. The task may include, but it is not necessarily limited to:

- 6.1 Providing technical assistance in analyzing health and safety issues which affect or have the potential to affect METC operations.
- 6.2 Providing technical assistance in developing and maintaining a database of site-specific health and safety information.
- 6.3 Providing technical assistance in the development of short-range and long-range health and safety protection goals.
- 6.4 Providing health and safety training for on-site personnel concerning DOE/METC health and safety protection programs.

6.5 Providing technical assistance in developing and implementing other health and safety programs as mandated by DOE and other applicable policies and regulations.

INTERAGENCY AGREEMENT

## GENERAL PROVISIONS

1. Definitions. For purposes of this agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "USACE" means the performing entity as stated in the agreement or any duly authorized representative thereof.
2. Costs Chargeable to DOE Funds. Costs chargeable to DOE funds are the costs that can be directly identified with and charged to the work under the Agreement. Examples of such costs are salaries, wages, indirects (fringe benefits and overhead), technical services, materials, travel and transportation, communications, facilities, and equipment. Specific costs will be reviewed and approved during negotiation of specific Task Orders.
3. Financing. DOE will finance this Agreement on a reimburseable basis. Funds will be obligated by DOE in advance of USACE incurring any obligation for work. Vouchers for payment will be submitted on Standard Form 1080 and supported by a statement of cost.
4. Accounting Records. The USACE shall accumulate and account for obligations and costs incurred in connection with the work being performed under this Agreement in accordance with USACE standard accounting practices.
5. Termination. This Agreement may be terminated by mutual agreement of DOE and USACE or by either party upon ninety (90) days written notice of such termination to the other.

DOE may terminate individual task orders upon sixty (60) days by a written notice of such termination to the USACE. In the event of such termination, the USACE shall be reimbursed for obligations actually incurred to the effective date of termination, all costs for contract settlement, contract claims, USACE overhead, and for commitments extending beyond the effective date of termination to a date not later than the date upon which the task order would have expired if not terminated under this paragraph, which the USACE, in the exercise of due diligence, is unable to cancel. Payments under a task order, including payments under this article, shall be subject to availability of DOE funding.

6. Inventions and Patents. It is the policy of DOE to make the results of any research, development, or demonstration work under this Agreement available to the public, consistent with applicable laws and regulations. DOE has specific statutory patent policy applicable to these matters, and therefore ordinarily, DOE patent policy shall apply. All patent and technical data matters which may arise under this Agreement and any related contracts or subcontracts shall be coordinated between the USACE and DOE patent counsel. Rights to inventions made by employees of either agency shall be determined by agency.
  
7. Environmental Safety and Health Requirements. DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of any USACE facilities engaged in the performance of DOE work.

INTERAGENCY AGREEMENT

## SPECIAL PROVISIONS

1. Quarterly and Annual ReportsMANAGEMENT/TECHNICAL STATUS

The "Management Plan" describes the USACE's approach to performing the effort and producing the products identified in the Agreement, and the technical, schedule, cost, and financial management control systems to be used to manage that performance. The content and level of detail in the "Management Plan" must be sufficiently comprehensive to describe the planned execution, management, and results of the work. The USACE may attach existing materials as appropriate. The plan should include but not be limited to:

- A. A brief consolidated executive summary permitting general management to quickly comprehend the most significant components of the plan. This summary should be sufficient to present a comprehensive overview of the project and should stress the logical interrelationships among the significant planned components.
- B. An overall description of planned accomplishments, including technical, schedule, cost, and financial results, and how they interrelate.

COST MANAGEMENT REPORT

A "Cost Management Report" containing actual cost status for the reporting and prior periods, and estimates of dollar costs for the remainder of the fiscal year and the balance of the effort will be provided to DOE periodically in a format acceptable to DOE.

MILESTONE SCHEDULE PLAN (JUN 1986)

A "Milestone Schedule Plan/Status Report", in a format acceptable to DOE, will serve as a dual purpose report to be used first as a baseline plan and then as a status report. When used as the "Milestone Schedule Plan," it establishes the time schedule for accomplishing the planned events and milestones for each reporting category identified in the Agreement. It encompasses each line item or task required by the Agreement. Standard symbols and charting conventions described on the reverse side of the form are used to chart the intermediate events and milestones of each reporting category. A "Milestone Log," which is included as an attachment to the "Milestone Schedule Plan/Status Report," lists intermediate events and critical milestones with the element

code, descriptive name of the event or milestone, and the scheduled date of completion.

MILESTONE SCHEDULE STATUS REPORT (JUN 1986)

The "Milestone Schedule Plan/Status Report", will be provided in a format acceptable to DOE and is a dual purpose report. As the "Milestone Schedule Status Report," it measures the completion status of activities and events shown on the baseline "Milestone Schedule Plan" and shows planned and accomplished events and milestones, and changes in schedule. It addresses each item or task required by the Agreement at the same level of detail as the baseline plan.

2. CONFIDENTIALITY OF INFORMATION

- A. To the extent that the work under this Agreement requires that the USACE be given access to proprietary business, technical, or financial information provided by DOE to USACE. The USACE shall after receipt thereof, treat such information as proprietary and agrees not to appropriate such information to its own use or to disclose such information to third parties unless required by law or so ordered by a court of competent jurisdiction (including administrative tribunals) or specifically authorized by the DOE Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
1. Information which, at the time of receipt by the USACE, is in public domain;
  2. Information which is published after receipt thereof by the USACE or otherwise becomes part of the public domain through no fault of the USACE;
  3. Information which the USACE can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from other companies;
  4. Information which the USACE can demonstrate was received by it from a third party who did not require the USACE to hold it in confidence.
- B. The USACE shall obtain the written agreement, in a form satisfactory to the DOE Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the it's organization directly concerned with the performance of the Agreement.

- C. The USACE agrees, if requested by the DOE, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the USACE under this Agreement, and to supply a copy of such agreement to the DOE Contracting Officer. From time to time upon request of the DOE Contracting Officer, the USACE shall supply the DOE Contracting Officer with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the USACE received such information.
- D. This clause shall flow down to all contracts.

3. ENVIRONMENT, SAFETY, AND HEALTH -- METC ON-SITE WORK

- A. The USACE shall take all reasonable precautions in the performance of the work under this Agreement to protect the safety and health of its employees and of members of the public and to prevent damage to property, materials, supplies, and equipment.
- B. The USACE shall comply with applicable orders, regulations, and directives of the Department of Energy and with the Morgantown Energy Technology Center safety requirements.
- C. As directed by the DOE Program Manager, the USACE's representative(s) shall meet with the S&H Manager to discuss occupational safety and health issues and to continue the development of mutual understanding regarding safety program administration.
- D. The USACE shall maintain an accurate record of all accidents incident to work performed under this Agreement resulting in death; traumatic injury; occupational disease; or damage to property, materials, supplies, or equipment.

The USACE shall report accident data on forms provided by the DOE Program Manager. All accidents and/or property damage incidents are to be reported immediately to the DOE Program Manager, who will relay the information to the METC Safety Office.

- E. The USACE shall include this safety requirements clause in all subcontracts requiring work at the site. However, such flow down of responsibility shall not relieve the USACE of its obligation to assure compliance with the provisions of this clause.