

B2EFP 3828010000 Wetland Investigation
B2EFP 3828020000 Cultural Resources Invest.
B2EFP 3828030000 Floodplains Invest.

John Cathey

Work Order

#AED-91-0271

DOE Form 1270-1
(9-80)

U.S. DEPARTMENT OF ENERGY

INTERAGENCY AGREEMENT FACE PAGE

FUND-OUT INTERAGENCY AGREEMENT (IAA)
Pursuant to authority of Economy Act of 1932,
as amended (31 U.S.C. 1535); PL 95-91;
other:

1. IDENTIFICATION
a. DOE IA No.: DE-AI05-910R22002
b. Other agency IA No.:
c. Modification No.: A000
d. Task order No.:
e. PR No. 05910R22002.000

A
Aug 91

2. TYPE OF ACTION:
 New Award Modification Extension Other

3. PROJECT TITLE/DESCRIPTION:
East Fork Poplar Creek Environmental Restoration Activities

4. AGREEMENT PERIOD (month, day, year)
From: See Block 9 To: See Article XIV of DOE-USACE Master Interagency Agreement

6. DOE PROGRAM OFFICER
Name: Robert C. Sleeman, EW-91
Environmental Restoration Division
Address: U.S. Department of Energy
P.O. Box 2001, Oak Ridge, TN
37831-3534
Telephone: (ETS) 626-3534 or (615) 576-3534

5. FINANCIAL Agreement
a. Accounting and Appropriation Data:
89X0226.91
OR-16-91
250
EW 20 10 30 1 (ADS 209A)

7. PERFORMING AGENCY
a. Name: U.S. Army Corps of Engineers
Nashville District
b. Address: P.O. Box 1070
Nashville, TN 37202-1070

b. Funding sources
DOE This Action Agency
Total Funding \$ 150,000

Attention: COL James P. King

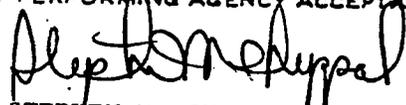
c. Program Director
Name: Thomas McGee
Address: See 7a and 7b.

c. Method of Payment:
 Advance Reimbursement Progress
d. Amount obligated this action: \$ 150,000

Telephone No.: (ETS) 852-5617

e. Invoices, if any, submit to:
Department of Energy
P.O. Box 2001
Oak Ridge, TN 37831-8614
f. Voucher Form to be used:
ATTN: M. W. Henderson
DA Form 4445-R and cite thereon
DE-AI05-910R22002

8. ISSUING AGENCY:
Department of Energy (DOE)
Oak Ridge Field Office
P.O. Box 2001
Oak Ridge, TN 37831-8614

9. PERFORMING AGENCY ACCEPTANCE:

STEPHEN M. SHEPPARD, LTC, Commanding
(signature) 20 AUG 91 (date)

10. DOE CONTRACTING OFFICER:

(signature) 8/9/91 (date)

Name (typewritten):
Title (typewritten):
Telephone:

Name (typewritten): Charles D. Crowe
Title (typewritten): Contracting Officer
Environmental Acquisitions Branch
Procurement & Contracts Div.

DOE Interagency Agreement No. DE-AI05-910R22002
Performing Agency: U.S. Army Corps of Engineers

I. PURPOSE

The U.S. Department of Energy (DOE) has a need for the technical support and assistance of the U.S. Corps of Engineers, Nashville District, to provide engineering services in order to meet a Environmental Protection Agency deadline to establish floodplains associated with East Fork Poplar Creek.

II. SCOPE OF WORK

The scope of work involves providing engineering support associated with identifying and characterizing wetlands, characterizing cultural resources and establishing floodplains for East Fork Poplar Creek (EFPC).

EFPC is located in eastern Tennessee approximately 20 miles northwest of Knoxville. EFPC flows from the east end of the Y-12 Plant on the Oak Ridge U.S. Department of Energy Reservation, passes through the city of Oak Ridge, and empties into Poplar Creek, which eventually flows into the Clinch River. The length of EFPC is approximately 15 miles. EFPC and approximately 500 acres of its floodplain have been contaminated as a result of operating and accidental releases at the Y-12 Plant. Between 1960 and 1963, mercury was used at Y-12 to separate different isotopes of lithium. Large quantities of mercury were spilled or lost. An estimated 239,000 lbs. of mercury were released from the Y-12 Plant to EFPC by 1982. Mercury is the major contaminant found in EFPC and its floodplain. Other heavy metals, radionuclides, and some organic compounds have also been found in EFPC and its floodplain soils.

Support from the U.S. Army Corps of Engineers is required for the following tasks:

Task 1. Wetlands Investigation

The purpose of this investigation is to characterize the wetlands within the EFPC floodplain so that the effects on wetlands of remedial action plans for the contamination may be assessed.

The information developed during this investigation will be used for planning purposes, including preparation of a feasibility study and an Environmental Impact Statement. This work is being done under 10 CFR 1022, the DOE regulations that implement Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands). The identification of wetlands will be according to the joint Federal Manual for Identifying and Delineating Jurisdictional Wetlands accepted by the U.S. Fish and Wildlife Service, Environmental Protection Agency, Corps of Engineers, and Soil Conservation Service.

The Corps of Engineers will identify the wetlands within the EFPC floodplain on maps, and will provide a written characterization of each wetland. On the ground delineation of the upper boundary of these wetlands is not within the scope of this investigation, but may be accomplished under separate order, if necessary, after remedial alternatives are better defined. The Corps shall provide the personnel, facilities and materials required to characterize the wetlands within the EFPC floodplain subject to the exceptions enumerated below. DOE will provide: base maps suitable for direct input into the Corps CADD system; soils data from GIS at Martin Marietta; land use maps; aerial photographs of the study area; access to the properties involved; the Health and Safety Plan for adoption by the Corps; protective clothing; and all equipment and materials for decontamination. All other aspects of the investigation, including but not limited to providing: the development and implementation of work plans; document research; implementation of the health and safety plan; and any other activities necessary for the completion of the investigation, are to be supplied by the Corps.

Procedures. The Corps will study National Wetlands Inventory maps, available aerial photographs, soil surveys, and any other available, pertinent information for a preliminary indication of the likely location of wetlands in the EFPC floodplain. Based on suspected location of the wetlands, field work and access will be planned. A field crew will visit each potential wetland site and determine from field indicators whether the three technical criteria for wetland identification (wetland hydrology, hydric soils, and hydrophytic vegetation) are satisfied. The floodplain will also be reconnoitered for wetlands not apparent through offsite investigations. Jurisdictional wetlands within the EFPC floodplain will be noted on the base maps as accurately as possible without formal land surveying techniques. Field notes will be recorded and used to prepare a written characterization of each wetland. All onsite investigations will be accomplished in accordance with health and safety plan and decontamination procedures.

applications, and minimal subsurface (intrusive) sampling, adequate in scope to assess the numbers, locations, affiliations, components, spatial distribution, data potential, and other relevant characteristics of historic properties. The reconnaissance/survey will serve as a test of the model resulting from assessment. Potential National Register eligibility of each identified historic property, of both archeological and historic structural context, will be evaluated, as will the potential for occurrence of such properties in unsampled project areas.

Task 3: Floodplain Investigation

The purpose of this investigation is to characterize the floodplains within EFPC. This work is being done under 10 CFR 1022, the DOE regulations that implement Executive Orders 11988 (Floodplain Management).

The Corps of Engineers (COE) will provide the flood boundaries for the flood of record, the Probable Maximum Flood (PMF), as well as the 100 year and 500 year events for both existing and "reduced flow" conditions for the full length of EFPC. The flood boundaries for these floods will be shown on mapping furnished by the COE. The maps furnished will have a scale of 1 foot equals 50 feet with a 1 foot contour interval. The COE shall provide the personnel, facilities, and materials required to make these flood boundary determinations. DOE will provide: basemaps suitable for direct input into the COE CADD system; soils data from GIS at Marin Marietta; land use maps; aerial photographs of the study area; any flow data available for EFPC; access to the properties involved; the Health and Safety Plan for use by the COE; protective clothing; and all equipment and materials for decontamination. All other aspects of the investigation, including but not limited to providing: the development and implementation of work plans; document research; implementation of the health and safety plan; and any other activities necessary for the completion of the investigation, are to be supplied by the COE.

Procedures. The COE will perform a discharge frequency analysis at the USGS gage located at EFPC mile 3.3 using the procedures outlined in Guidelines for Determining Flood Flow Frequency, Bulletin 17B by the United States Water Resources Council, dated September 1981. Since locations above the stream gage are more developed, an analysis will be made to account for this nonuniform development. Discharge frequency analyses will be

performed at tributaries and major changes in drainage area. The computed probability Procedure will be used for the frequency analyses. The flood of record profile will be thoroughly investigated.

The COE will also perform a hydraulic analysis using the COE computer program HEC-2 developed by the Hydrological Engineering Center. HEC-1, also developed by the Hydrologic Engineering Center, will be used to determine the PMF discharges. HEC-2 will be used to determine flow profiles for the flood of record, PMF, and the 100 year and 500 year profiles for existing and "reduced flow" conditions. These profiles will be used to determine the flood boundaries to be shown on the furnished maps.

Existing cross sections will be supplemented with additional cross sections obtained from the furnished maps and field surveyed sections to facilitate more precise computations of the flood profiles. Particular attentions will be paid to geometry of bridges and culverts.

Roughness coefficients will be determined from previous studies, reconstitution of known flood events, and field inspections of the flood plains and channel. The acceptability of bridge losses will be checked by computations that duplicate historical flood profiles where available.

The hydraulic analysis for this study will be based only on the effects of unobstructed flow. The flood boundaries that will be shown on the maps are considered valid only if the hydraulic structures remain unobstructed, operate properly and do not fail.

III. COST

The DOE hereby obligates \$150,000 for actual cost to support this work. This obligation is based on the following budget estimate:

Task 1: Wetlands Investigation	\$ 70,000.00
Task 2: Cultural Resources Investigation	30,000.00
Task 3: Flood Plain Investigation	<u>50,000.00</u>
TOTAL	\$150,000.00

IV. DELIVERABLES/REPORTS

Tasks 1 and 3:

Ten copies of the draft submittals on Floodplains and Wetlands Assessment will be submitted to DOE OR not later than November 10, 1991. A meeting of DOE OR and the Corps will be held not later than November 18, 1991, to discuss comments on the work. DOE OR will then return final comments on the drafts not later than December 2, 1991. The final submittals will be submitted to DOE OR not later than December 17, 1991.

Task 2:

Five (5) copies of the draft report of investigations on Archaeological Resource Assessment will be provided to the DOE Field office, OR within twenty (20) working days of completion of fieldwork for DOE review and comment. If necessary, and upon receipt of DOE review comments, they will be incorporated into a second draft report by the Corps and/or its designated contractor. Five (5) copies of the second draft will be submitted to DOE within five (5) working days of comment receipt. Concurrently, the Corps will provide the second draft report to the Tennessee State Historic Preservation Officer for review and concurrence with investigation results. Thirty days will be required for second draft review by relevant Federal and State agencies.

A final report of investigations, including a camera-ready copy with original photographs and project mapping, and fifteen (15) copies, will be provided to DOE by December 17, 1991.

The deliverables/reports as stated above shall be submitted to:

Robert C. Sleeman
U.S. Department of Energy
DOE Field Office, Oak Ridge
P.O. Box 2001
Oak Ridge, Tennessee 37831-8541

V. DURATION OF AGREEMENT

See Block 4, Face Page.

GENERAL PROVISIONS
FOR
DOE-OR MASTER INTERAGENCY AGREEMENT

U. S. ARMY CORPS OF ENGINEERS

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USACE shall promptly notify the DOE-OR in writing. The USACE shall also notify the DOE-OR, in writing, when the expenditures made and outstanding commitments under any Task Order are equal to 85 percent (or such other percentage as the DOE-OR may establish by notice to the USACE) of the total funds obligated by DOE-OR to such Task Order. When the expenditures made and outstanding commitments equal 100 percent of such obligated funds, the USACE shall make no further commitments or expenditures and shall be excused from further performance of the work under that Task Order unless and until the DOE-OR shall increase the funds obligated with respect to each individual Task Order.

5. Excess Funds. The USACE shall take prompt action to identify to the DOE-OR any funds determined to be excess for the performance of the task and any funds remaining unobligated after the completion of a task.
6. Financial Reports. The USACE shall furnish the DOE-OR, not later than 10 working days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by DOE-OR.
7. Accounting Records. The USACE shall account for obligations and cost incurred in connection with the work being performed under each Task order in such form and detail as may be required by DOE-OR.
8. Capital Equipment. From an accounting and property management standpoint, the following subparagraphs apply:
 - a. "Capital Equipment" means each item of equipment which has an anticipated service life of two years or more, and the cost exceeds \$5,000.
 - b. Unless expressly authorized by the DOE-OR Contracting Officer in advance, the USACE shall not be reimbursed or use funds made available under this agreement for the procurement or fabrication of capital equipment.
 - c. Except as may be otherwise agreed by the DOE-OR and the USACE, if capital equipment is purchased or otherwise acquired pursuant to an authorization under subparagraph b. above:
 - (1) the title thereto shall vest in the Federal Government and property accountability and control shall become the responsibility of DOE-OR;
 - (2) the USACE shall be responsible for the maintenance and safeguarding thereof; and

- (3) the USACE shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the DOE-OR, of capital equipment procured or fabricated. These records shall include as a minimum a list showing the description, make, serial numbers, and cost of each item acquired, and the equipment shall have a DOE-OR property tag.

9. Real Property and Facilities.

- a. Unless expressly authorized by the DOE-OR Contracting Officer in advance, the USACE shall not be reimbursed or use funds made available under this IA for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction, or expansion.
- b. Except as may be otherwise agreed by the DOE-OR and the USACE, if the USACE acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under subparagraph a. above:
 - (1) the title thereto shall vest in the Federal Government and property accountability and control shall become the responsibility of DOE-OR;
 - (2) the USACE shall be responsible for the maintenance and safeguarding thereof; and
 - (3) the USACE shall maintain a record thereof in such a manner as to insure adequate control and accounting satisfactory to the DOE-OR.
- c. USACE shall not be reimbursed or use DOE-OR funds for leasing of facilities to perform all or portions of any task under this IA without the prior approval of DOE-OR. Acquisition of any leased facilities shall be in accordance with USACE policies and procedures. If any facilities to be acquired by lease are located in the area surrounding or adjacent to a site, DOE-OR, at its option may provide a comparable amount of space to USACE using the funds available under this IA.

10. Technical Reports: Publication. The USACE will make reports to the DOE-OR on assigned tasks under this IA as may be mutually agreed upon.

- a. It is the policy of DOE-OR to make the results of the research, development, and demonstration work contemplated under this IA broadly available to the scientific, technical, and engineering community and others through the timely publication of reports or journal articles. All publications and engineering materials prepared under this IA will be freely exchanged and made available

for public sales unless classified. Prior to the public release of any information pursuant to this subparagraph, the USACE shall be responsible for compliance with established DOE-OR procedures for clearance of documents.

- b. The USACE will also deliver one copy and reproducible master of all scientific and technical progress reports and final reports to the (Technical Information Center) at the following address:

U.S. Department of Energy
Office of Scientific and Technical Information
P. O. Box 62
Oak Ridge, Tennessee 37830

11. Offsite Environmental Safety and Health Requirements. DOE-OR will neither assume responsibility for prescribing nor enforcing environmental safety and health requirements for operators of other USACE facilities engaged in the performance of DOE-OR work offsite.
12. Patents and Technical Data. It is understood and agreed by DOE-OR and the USACE that the patent policy to be employed in any particular undertaking under this IA which includes research, development, or demonstration work supported by DOE-OR funding, will be as set forth below:
- a. Whenever a contract, subcontract, task order, or other arrangement has as a purpose the conduct of research, development, or demonstration work, the USACE will incorporate the patent provisions of 41 CFR 9-9.107-5(a), except where the short form clause of 41 CFR 9-9.107-6 is applicable or the Small Business and Nonprofit Organizations clause 48 CFR 952.227.71 is applicable. Paragraph (k), Background Patents, of CFR 9-9.107-5(a) should normally be deleted for contracts under \$250,000.
- b. Offerors and prospective contractors shall be provided with notice of and the opportunity to request, in accordance with applicable DOE-OR regulations, at any time prior to the effective date of the contract or within 30 days thereafter, an advance waiver of all or any part of the rights of the United States with respect to inventions which may be conceived or first actually reduced to practice in the course of or under the contract. The USACE Contracting Officer shall promptly forward such requests to DOE-OR's patent counsel and will notify the contractor whether such request is granted in whole or in part.
- c. Where an agency contractor or subcontractor will not accept patent provisions provided by DOE-OR, the USACE shall not proceed with the contract or subcontract without written approval of DOE-OR.

- d. The USACE shall incorporate technical data provisions acceptable to DOE-OR's Patent Counsel in any contract awarded under this IA.

13. Security of Restricted Data.

- a. Responsibility. It is the USACE's duty to safeguard all classified information, special nuclear material, and other DOE property within USACE control. USACE shall, in accordance with DOE-OR security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in USACE's possession in connection with the performance of work under this IA. Except as otherwise expressly provided in this IA, USACE shall, upon completion or termination of this IA, transmit to DOE-OR any classified matter in the possession of the USACE or any person under the USACE's control in connection with performance of this IA. If retention by USACE of any classified matter is required after the completion or termination of the IA and such retention is approved by DOE-OR, USACE will complete a certificate of possession to be furnished to DOE-OR specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by DOE-OR, the security provisions of this IA continue to be applicable to the matter retained. Special nuclear material will not be retained after the completion or termination of this IA.
- b. Regulations. The USACE agrees to conform to all applicable security regulations and requirements of DOE-OR.
- c. Definition of Classified Information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- d. Definition of Restricted Data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- e. Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

- f. Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- g. Definition of Special-Nuclear Material (SNM). SNM means:
(1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be SNM, but does not include source material; or
(2) any material artificially enriched by any of the foregoing, but does not include source material.
- h. Security Clearance of Personnel. USACE shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE-OR's regulations or requirements applicable to the particular level and category of classified information to which access is required. Further, USACE shall not permit any individual to perform work on any site who is not a citizen of the United States without DOE-OR approval. DOE-OR will assist USACE in obtaining the necessary security clearances required for the performance of this IA.
- i. Criminal Liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the USACE or any person under the USACE's control in connection with work under this IA, may subject the USACE's employees, or contractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 USC 2011, et seq., 10 USC 793 and 794; and Executive Order 12356).
- j. Contracts. Except as otherwise authorized in writing by the DOE-OR, USACE shall insert provisions covering the foregoing in all contracts under this IA.

14. Classification.

In the performance of the work under this IA, the USACE shall assign or obtain classifications to all documents, material, and equipment originated or generated by the USACE in accordance with classification guidance furnished to the USACE by the DOE-OR. Every subcontract and

purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment, shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall assign classification to all such documents, material and equipment in accordance with classification guidance furnished to such subcontractor or supplier by the USACE.

15. Safety and Health.

The USACE shall be responsible for administering the safety and health program for USACE activities under this IA and shall comply with all applicable safety and health regulations, directives, orders, and requirements (including reporting requirements) of DOE-OR. The DOE-OR Contracting Officer shall notify in writing the USACE of any noncompliance with the provisions of this clause and the corrective action to be taken. After receipt of such notice, the USACE shall immediately take such corrective action. The USACE shall submit a management program and implementation corrective action plan to the DOE-OR Technical Project Officer for review and approval within 30 days after notification of noncompliance. In the event that the USACE or its contractors, fails to comply with said regulations or requirements of DOE-OR, the DOE-OR Contracting Officer may, without prejudice to any other legal or contractual rights of DOE-OR, issue an order stopping all or any part of the work; thereafter, work will not be resumed until directed by the DOE-OR Contracting Officer. The USACE shall not support any claim by its contractors for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.

16. Environmental Protection.

The USACE shall assure that all activities undertaken pursuant to this IA are in compliance with applicable federal and state environmental laws and regulations including applicable federal or state permit requirements. The USACE shall advise DOE-OR of all permits or authorizations required to be obtained from federal, state or local regulatory agencies for work to be performed on any site, and shall work with or assist DOE-OR in obtaining such permits in the manner directed by DOE-OR.

17. Labor Standards Determinations.

The DOE-OR Labor Standards Board shall determine the appropriate Labor Standards which shall apply to all work performed under this IA. The USACE shall provide such information in the form and timeframe required by the Board, as may be necessary for the DOE-OR Labor Standards Board to make such labor standards determinations.

18. Preservation of Individual Occupational Radiation Exposure Records.

Individual occupational radiation exposure records generated in the performance of work under this IA shall be subject to inspection by

DOE-OR and shall be preserved by the USACE until disposal is authorized by DOE-OR or at the option of USACE delivered to DOE-OR upon completion or termination of the IA. Title to such records shall vest in DOE-OR upon delivery.

19. Stop-Work Order.

- a. The DOE-OR contracting officer may, at any time, by written order (Order) to USACE, require USACE and any of its contractors to stop, delay, interrupt or suspend all, or any part of the work to be performed under Task Orders pursuant to this IA, for that period of time the Contracting Officer determines appropriate. The Order shall state the basis for the action taken by DOE-OR and where possible, the corrective action required by USACE. Upon receipt of the Order, USACE shall immediately comply with its terms and will take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the Order including the suspension of performance by USACE contractors. DOE-OR shall remain responsible for cost incurred as a result of the Order.
- b. Within three (3) working days after the delivery of the Order to USACE, the USACE shall submit a corrective action plan to DOE-OR. Thereafter, the parties shall meet to discuss contents of the Order, the USACE corrective action plan and the conditions required for rescission of the Order. If substantial progress is made on the corrective action plan as determined by the DOE-OR contracting officer, the Order will be cancelled and USACE and its contractors shall resume the work. If the Order is not cancelled, DOE-OR may terminate the affected portion of work or the entire Task Order, as provided in Article XIV entitled, "Amendment, Modification or Termination."
- c. If the work is resumed, the USACE will make appropriate adjustments in the estimated cost or schedule to perform that portion of the work affected by the Order and provide such information to DOE-OR.

20. Waste Handling and Transfer.

The USACE shall be responsible for the packaging, monitoring and storage at the job site of all hazardous, radioactive, mixed and non-hazardous wastes in accordance with applicable laws and regulations. DOE-OR shall assume responsibility for storage and disposal of waste when properly packaged and delivered to DOE-OR by the USACE in accordance with applicable federal, state, and local laws and regulations, as well as DOE-OR Orders and site policy.