



United States Environmental Protection Agency Washington DC 20460  <b>EPA</b> <b>Interagency Agreement / Amendment</b>  <b>Part I - General Information</b>		<b>1. EPA / IAG Identification Number</b> DW000007-01-0	<b>4. Funding Location by Region</b> XI
		<b>2. Other Agency ID Number</b>	<b>5. Program Office Abbreviation</b> OARM/RTP
		<b>3. Type of Action</b> NEW	
<b>6. Name and Address of EPA Organization</b> ENVIRONMENTAL PROTECTION AGENCY OARM/RTP MD-20 RESEARCH TRIANGLE PARK, NC 27711		<b>7. Name and Address of Other Agency</b> ARMY, DEPARTMENT OF (DOD) ENGINEERING DIV./CORPS OF ENGINEERS P.O. BOX 103, DOWNTOWN STATION OMAHA, NE 68101-0103	
<b>8. Project Title</b> CENTER FOR ECOLOGY RESEARCH AND TRAINING (CERT)			
<b>9. EPA Project Officer (Name, Address, Telephone Number)</b> AVEL, ANDY ORD/OSRO 26 W. MARTIN LUTHER KING DRIVE CINCINNATI, OH 45268 (513) 569-7951		<b>10. Other Agency Project Officer (Name, Address, Telephone Number)</b> HARRIS, LUCY, USACOE (DOD) ENGINEERING DIV., MISSOURI RIVER DIVISION P.O. BOX 103, DOWNTOWN STATION OMAHA, NE 68101-0103 (402) 221-7227	
<b>11. Project Period</b> 03/01/93 to 03/01/97		<b>12. Budget Period</b> 03/01/93 to 03/01/97	
<b>13. Scope of Work (Attach additional sheets, as needed)</b> SEE ATTACHMENTS			

*Aug 93*

*B2755*

*B21*

*CWIS No: 10AGQ*

The EPA Grants Specialist for this IAG is  
Dorothy L. Jackson, Phone No. (202) 260-4392

**COMMITMENT VERIFIED.**  
Date *8/2/93*... By *[Signature]*.....

<b>4. Statutory Authority for Both Transfer of Funds and Project Activities</b> ECONOMY ACT OF 1932 AS AMENDED			<b>15. Other Agency Type</b> FEDERAL			
FUNDS	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL			
5. EPA Amount	0	1,000,000				
7. EPA In-Kind Amount	0	0				
Other Agency Amount	0	0				
Other Agency In-Kind Amount	0	0				
8. Total Project Cost	0	1,000,000				
Fiscal Information						
Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deoblig. Amt.
D4KM4A	93	68X0100	FC0049	3D4K51FAGQ	32.01	1,000,000

Part II - Approved Budget		EPA IAG Identification Number DW90030007-01-0
22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	0	0
(b) Fringe Benefits	0	0
(c) Travel	0	0
(d) Equipment	0	0
(e) Supplies	0	0
(f) Procurement / Assistance	1,000,000	1,000,000
(g) Construction	0	0
(h) Other	0	0
(i) Total Direct Charges	1,000,000	1,000,000
(j) Indirect Costs: Rate <u>0.00</u> % Base \$ _____	0	0
(k) Total: (EPA Share: <u>100.00</u> %) (Other Agency Share <u>0.00</u> %)	1,000,000	1,000,000

23. Is Equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds?  Yes  No  
(Identify all equipment costing \$1000 or more.)

24. Are any of these funds being used on extramural agreements? (See item 22f.)  Yes  No

Type of extramural agreement  Grant  Cooperative Agreement  Procurement (Includes Small Purchase Order)

Contractor / Recipient Name (if known)	Total Extramural Amount under this Project	Percent Funded by EPA (if known)
NOWN AT THIS TIME	1,000,000	100.00

## Part III - Funding Methods and Billing Instructions

25.

- Funds-Out Agreement (Note: EPA Agency Location Code (ALC) - 68010727)
- Disbursement Agreement
- Repayment Request for repayment of actual costs must be itemized on SF-1080 and submitted to the Financial Management Office, Cincinnati, OH 45268:  
 Monthly  Quarterly  Upon Completion of Work
- Advance Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268.
- Allocation Transfer-Out Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of the Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

3.

- Funds-In Agreement
- Reimbursement Agreement  Repayment  
 Advance
- Allocation Transfer-In

Other Agency's IAG Identification Number	EPA Program Office Allowance Holder/Resp. Center No. 51F
Other Agency's Billing Address (Include ALC or Station Symbol Number)	Other Agency's Billing Instruction and Frequency

### Part IV - Acceptance Conditions

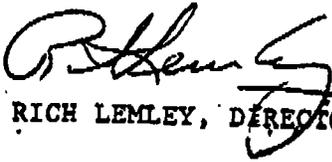
EPA IAG Identification Number  
DW96936907-01-0

**27. General Conditions**

The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.

**28. Special Conditions (Attach additional sheets if needed)**

See Attachment C and DBE Special Condition



**RICH LEMLEY, DIRECTOR, FACILITIES MANAGEMENT AND SERVICES DIVISION.**

### Part V - Offer and Acceptance

**Note: 1) For Funds-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within an extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.**

Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

**2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.**

EPA IAG Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

**29. Organization/Address**

Grants Information and Analysis Branch  
Grants Administration Division (PA-216F)  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

**30. Organization/Address**

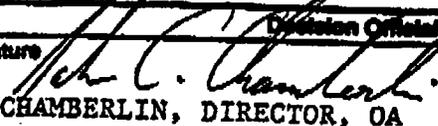
Office of Admin & Resources Mgmt/RTP  
Office of Administration  
U.S. Environmental Protection Agency  
MD-20  
Research Triangle Park, NC 27711

#### Certification

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.

Signature Official on Behalf of the Environmental Protection Agency Program Office

**31. Signature**



Typed Name and Title

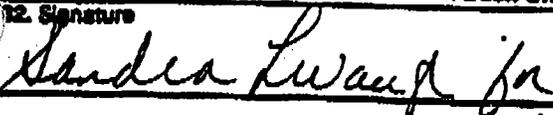
JOHN CHAMBERLIN, DIRECTOR, OA

Date

7/17/93

Action Official on Behalf of the Environmental Protection Agency

**32. Signature**



Typed Name and Title

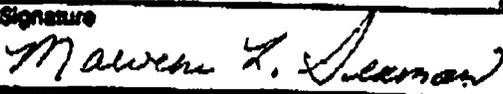
W. SCOTT McMORAN, CHIEF  
Grants Information & Analysis Branch

Date

8/5/93

Authorizing Official on Behalf of the Other Agency

**33. Signature**



Typed Name and Title

LUCY A. HARRIS  
Chief, Budget Division

Date

13 Aug 93

**ATTACHMENT A****13. Scope of Work**

In 1992, Congress appropriated funds for the Environmental Protection Agency (EPA) to acquire property and begin site preparations for a new Center for Ecology, Research, and Training (CERT) to be located in Bay City, Michigan. A site has been selected and work has begun on the title/survey reviews and the environmental site characterization audits. To continue with environmental characterizations, remedial design and remedial action, EPA requires support from the U.S. Army Corps of Engineers (USACE). All support work to EPA from the USACE will be accomplished through a formal Interagency Agreement (IAG). The detailed and specific duties and responsibilities expected from the USACE are described in the attached Memorandum of Agreement (MOA). (See Attachment B.) The USACE will be required to support all tasks relating to remediation of any and all hazardous materials found to be on any of the individual properties encompassed by the overall site boundaries. These specific tasks will include, but are not limited to, environmental sampling and soil borings, site characterizations, feasibility studies, remedial designs, site demolitions, and remediation efforts including pollution containment and hazardous waste disposal, remediation certification activities, and long-term monitoring. EPA may also require additional Quality Assurance/ Quality Control methodologies to be employed to validate the acceptable conditions of the properties for further development of the CERT.

All project management duties and responsibilities for the EPA and the USACE are fully defined in the attached MOA.

For purposes of this IAG, all prospective properties to be acquired by the EPA for the CERT will be deemed as individual parcels, the total of which comprise the site. Thus, any and all work authorizations will be specific to individual parcels within the site. All tasks, records, accountings, and billings will reflect this relationship. The proper designations (parcel number, property owner name, property name, etc.) will be agreed upon by EPA and USACE prior to the issuance of any work authorizations.

Further, the EPA will initially provide \$1,000,000 to the USACE through this IAG. (As necessary, increases in funds will be provided as required by additional work.) The USACE will have no authority to obligate these funds until a specific work authorization has been provided by EPA. The USACE will charge all specific work authorization cost to the work authorization account until all deliverables of the work authorization for that parcel are completed.

**ATTACHMENT B****MEMORANDUM OF AGREEMENT****BETWEEN**

**THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OFFICE OF ADMINISTRATION AND RESOURCES MANAGEMENT  
RESEARCH TRIANGLE PARK, N.C.**

**AND**

**THE U.S. ARMY CORPS OF ENGINEERS,  
MISSOURI RIVER DIVISION  
OMAHA, NE**

**1. PURPOSE:**

The purpose of this Memorandum of Agreement (MOA) is to describe the nature and extent of support the Corps of Engineers, Missouri River Division and the Mandatory Center of Expertise (CEMRD-MCX), U.S. Army Corp of Engineers (USACE) will provide to Office of Administration and Resources Management, Research Triangle Park (OARM/RTP), U.S. Environmental Protection Agency (EPA). This MOA defines the activities and responsibilities of the signatory agencies with respect to matters involving the Remedial Design (RD) and any subsequent remediation of hazardous and toxic waste at any current or future real and related personal properties managed by EPA in Bay City, Michigan.

**2. AUTHORITY:**

The Economy Act, 31 U.S.C. 1535.

**3. BACKGROUND:**

In FY 92, Congress authorized funding to EPA for site acquisition, preparation, planning, and design of a Center for Ecology Research and Training (CERT) to be established in Bay City, Michigan. A proposed site has been tentatively selected and site investigation work has begun with respect to title and survey work and environmental characterization. EPA intends to begin negotiations for acquisition early in FY 93. At the time of negotiations, or as a final condition of sale, all environmental matters relating to hazardous and toxic waste must be readdressed.

This MOA is necessary to provide EPA with competent technical support in any environmental remediation actions which are necessary for EPA to further prepare these selected properties for the design and construction phases of the CERT project.

**4. SCOPE:**

The USACE will provide project assistance to EPA in support of environmental remediation tasks which include, but are not limited to, site characterizations, Feasibility Studies, Remedial Designs, and Remediation when such services are requested by EPA. Such services could include, but are not limited to, pollution containment, site demolitions, hazardous waste disposals, and additional Quality Assurance/Quality Control methodologies as may be required. EPA will request all such services through an EPA/USACE Interagency Agreement.

All tasks assigned to USACE will be managed in compliance with the appropriate Federal, State, or local environmental laws and regulations. USACE will provide the technical input and contract administration and oversight support required for all such environmental remediation efforts. Where contractor support is appropriate, USACE will assign tasks to contractors in consultation with EPA project officials.

**5. RESPONSIBILITIES:****a. The EPA will:**

- (1) Provide specific tasks and guidance to USACE in writing for all projects fully describing the nature of services required.
- (2) Establish an Interagency Agreement providing for funding through the CEMRD-MCX to the appropriate district in support of specific tasks and services requested. Funding will be provided in advance of USACE incurring any obligation for work, and work will be done by USACE only after accepting the EPA Interagency Agreement.
- (3) Provide a single point of contact (POC) for each project to assist USACE designated personnel in all phases of work requested.
- (4) Review and approve work products including Statements of Work (SOW), Studies, Designs prepared by USACE, work plans and project plans.
- (5) Participate (not mandatory) in the USACE Architect-Engineer (A-E) preselection process. All preselection board meetings will be held in USACE offices.

- (6) Provide appropriate community relations activities, including but not limited to, public announcements, and/or statements concerning ongoing environmental remediation actions.
  - (7) Coordinate and conduct initial discussions with the appropriate Federal, State, and local regulatory agencies.
  - (8) Provide payment to USACE upon receipt of a USACE certified reimbursement request. Final payment shall be reviewed and approved by the EPA Project Office.
- b. Headquarters, US Army Corps of Engineers (HQUSACE), is the office of overall USACE responsibility. HQUSACE has delegated primary responsibility for implementation of this MOA to the Missouri River Division. All work requests will be sent directly to CEMRD.
- c. The Missouri River Division will:
- (1) Review tasking requests from the EPA to determine resource availability and to assure the task is within the scope of this MOA. The tasks will then be assigned to an appropriate Corps of Engineers District.
  - (2) Provide program oversight of all District activities to assure the project is executed on schedule, in accordance with EPA's tasking requests and in accordance with HQUSACE policy. CEMRD will be the point of contact for all program related issues.
  - (3) Provide guidance, consultation, review, technical oversight, and quality assurance of the District's execution of this project.
- d. The Corps of Engineers District will:
- (1) Develop, in conjunction with the EPA, an appropriate Project Management Plan (PMP) with implementing instructions, and concept of flow of work. The PMP will indicate the district's overall technical approach to perform the work assigned and will refine the schedules and milestones for site visits and completion of all deliverables.

- (2) Perform Project and Technical Management. An assigned USACE Project Manager will be responsible for day-to-day project status, project reporting, and execution. Technical Managers will be assigned within the District who will execute their areas of responsibility in accordance with the PMP.
- (3) Perform in-house, or by contract, services including: environmental audits, site characterizations and investigations, feasibility studies, engineering designs, laboratory testing, field activities, construction oversight activities, pollution management, site demolition tasks, Remedial Designs and Remediations as such services are required and directed by EPA.
- (4) Provide technical review of Environmental Audits and Characterizations, Feasibility Studies and Remedial Designs prepared by A-E firms under contract to EPA.
- (5) Provide technical assistance in writing scopes of work, work plan reviews, oversight of field activities, and participate in review conferences regarding A-E firms under contract to EPA.
- (6) Provide monthly project reports as spelled out in the PMP. Reports will reflect scheduled and actual status for each task or project assigned, a financial status reflecting funds received, obligations and the balance of unobligated funds remaining.
- (7) Assign work to appropriate contractor for remediation as required. Support for individual projects will be provided by local geographic Corps Districts that have demonstrated the expertise, possess the qualifications, and have the desire to accept such work.
- (8) Provide legal, real estate, procurement, and other technical support, as requested.
- (9) Assist the EPA in performing public affairs and community relations services during the design, construction, remediation, operation and maintenance stages of the project.

**6. CONDITIONAL ACCEPTANCE OF WORK:**

Once USACE has accepted an individual tasking from EPA, every effort will be made on the part of USACE to complete the accepted tasking. However, there may be situations when USACE must return uncompleted tasking due to resource limitations. The maximum time allowable will be given to EPA should it be necessary to turn back work.

**7. AMENDMENT AND TERMINATION:**

- a. This MOA may be modified or amended at any time by written agreement between EPA and USACE.
- b. This agreement may be terminated by either party. The party which seeks a termination shall provide the other party with 180 days advance written notice of that party's desire to terminate the agreement. Within the first 120 days of the notice period, the parties may enter into discussions to amend or modify the agreement. If the parties have not decided to amend or modify this agreement by the 120th day, the MOA shall be terminated on the 180th day.

**8. DISPUTE RESOLUTION:**

All disputes between parties or their representatives concerning this agreement shall be settled by the organizational elements where the dispute originated, if possible. Disputes will be resolved at the lowest practical organizational command level. If EPA and USACE cannot resolve the issue, it will be forwarded through respective organizational chains-of-command for resolution.

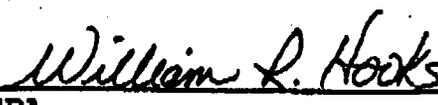
6

## 9. EFFECTIVE DATE:

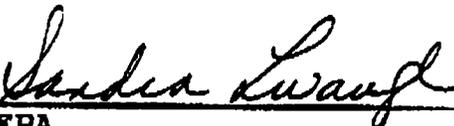
This MOA is effective on the date of the last signature below.

  
\_\_\_\_\_  
EPA  
Richard L. Lemley, Director  
Facilities Management &  
Services Division  
Washington, DC

7/19/93  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
EPA  
William R. Hooks  
Associate Director  
OARM/RTP

7/8/93  
\_\_\_\_\_  
Date

*ba*  
  
\_\_\_\_\_  
EPA  
W. Scott McMoran  
Chief, Grants Information  
and Analysis Branch/EPA Action Official  
Washington, D.C. 20460

8/5/93  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John E. Schaufelberger  
Colonel, Corps of Engineers  
Division Engineer  
Missouri River Division

July 15, 1993  
\_\_\_\_\_  
Date

**ATTACHMENT C****28. Special Conditions****Indirect Cost:**

The USACE certifies that: (1) any indirect costs included in billings to EPA represent, in accordance with the Government Accounting Office (GAO) principles, indirect costs that are funded out of the USACE currently available appropriations and that bare a significant relationship to the performing of these services or work, or (2) statutory authority exists for charging other than the incremental costs of performance. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit and EPA will be credited for those costs.

In the event of a cost recovery action, the USACE will provide to EPA or Department of Justice (DOJ) site specific costs and copies of the back-up documentation which supports those costs. Documentation will be provided on the date(s) mutually agreed to by both parties. Special consideration will be given to cases with court ordered suspense dates. The USACE will provide EPA with a contact for obtaining such site specific accounting information and documentation. This cost information and documentation must also be available for audit or verification on request of the Inspector General.

In order to help assure successful cost recovery, the USACE shall maintain specific accounts and documentation of the following:

- \* Employee hours and salary (time sheets)
- \* Employee travel per diem expenses (travel authorizations, paid vouchers, and treasury schedules)
- \* Receipts for materials, equipment, and supplies
- \* Any other costs not included in the above categories.

**Billing Requirements:**

The USACE will submit a Certified Request for Reimbursement (SF 1080) and monthly status report containing, as appropriate, the USACE costs associated with the identified individual parcels of property to the following address:

Environmental Protection Agency  
Cincinnati Financial Management Center  
Cincinnati, Ohio 45268-7002

**ATTACHMENT C**

2

Copies of the monthly SF 1080 billing (marked "COPY") and status report will be forwarded to the EPA Project Officer and the EPA Project Manager as follows:

EPA Project Officer: Mr. Andy Avel  
U.S. EPA  
OSORD  
Cincinnati, Ohio 45268

EPA Project Manager: Mr. William R. Hooks  
U.S. EPA  
MD-20  
Research Triangle Park, NC 27711

Reimbursement is contingent upon receipt and approval by EPA of monthly progress and financial reports by site, containing an accounting of funds and status of activities.

DW96936907-01-0

**DBE SPECIAL CONDITION**

The EPA's policy requires at least 8% of its Federal funding for prime and subcontracts be awarded to businesses or other organizations owned or controlled by socially and economically disadvantaged individuals.

As a recipient of monies under this IAG, the US Army Corps of Engineers must ensure to the fullest extent possible that at least 8% of funds for prime or subcontracts and subgrants for services are made available to businesses owned or controlled by socially and economically disadvantaged individuals, women-owned businesses, and Historically Black Colleges and Universities. (DBE)

The US Army Corps of Engineers must report to EPA showing the total extramural funds awarded and the amount and percentage of extramural funds awarded to DBEs by November 15, 1993. Reports should be submitted to:

Office of Small and Disadvantaged  
Business Utilization (A-149C)  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

OFFICE OF  
ADMINISTRATION  
AND RESOURCES  
MANAGEMENT

MEMORANDUM

FROM: Jessica Reinis *Jessica Reinis*  
Resources Management Branch, Facilities Division

TO: Dorothy Jackson,  
Grants and Information Branch, Grants Administration Division

SUBJECT: Object Class Code Correction

Attached is a corrected commitment notice that changes the object class code for IAG #DW96936901-01-0, account 3D4K51FAGQ, for \$1,000,000, has been changed from 25.78 to 32.01. We are proposing this change so that IFMS will capture the cost of this IAG as a capital improvement.

During recent discussions with the Management and Policy Branch of the Budget Division, their Chief explained that either of these sub-object classes would be acceptable, but that we could use whichever one we felt was more appropriate. We believe that the Land and Structures object class code should be used for this commitment because the work will ultimately result in the acquisition of land for a facility.

I have made the adjustment in IFMS today; tomorrow the change will be ready in IFMS.

Thank you for bearing with us throughout; your flexibility and helpfulness has been very much appreciated.

08/19/93

14:43

CEMRD-ED-H

016

DW96936907-01-0

GRANT (Number)   
 OTHER (Specify): **INTER AGENCY AGREEMENT**   
 A PURCHASE REQUISITION   
 A CONTRACT

THIS COMMITMENT TRANSACTION IN THE AMOUNT OF \$ 10

260-592   
 360-6591 360-647

NOTE: Preparation and approval of this form does not constitute availability of money by reserving it for certain types of spec

DESCRIPTION OF PROJECT, GOODS, OR SERVICES

U.S. ARMY CORPS OF ENGINEERS SUPPORT FOR BAY CITY CENTER FOR ECOLOGICAL RESEARCH AND TRAINING.

NAME OF GRANTEE/CONTRACTOR/VENDOR: **U.S. ARMY CORPS OF ENGINEERS**   
 EMPLOYER IDENT. NO. ( )   
 TASK, ROAD, OR OTHER LOCAL IDENTIFIER

SPECIAL COMMENTS OR INSTRUCTIONS

ALLOWANCE HOLDER APPROVALS (Optional, at discretion of Allowance Holder)

STAFF APPROVALS

SIGNATURE	DATE	PHONE
<i>[Signature]</i> RICH LEMLEY, DIRECTOR, FACILITIES DIVISION		(202) 260-2030
<i>[Signature]</i> JOHN C. CHAMBERLIN, DIRECTOR, OA	7/19/93	(202) 260-2600

RESPONSIBILITY CENTER TITLE

FUNDS CERTIFICATION

SIGNATURE	DATE	SIGNATURE	DATE
<i>[Signature]</i> Issac Reiner	7/20/93	<i>[Signature]</i> S. Student	7-20-93

FOR RESPONSIBILITY CENTER USE ONLY

Contract negotiator is  is not  authorized to exceed amount shown above by up to 10% without securing further approval for funds

THE AMOUNT OF MONEY SHOWN IS:  AN ORIGINAL COMMITMENT

AN INCREASE TO A PREVIOUS COMMITMENT

A DECREASE TO A PREVIOUS COMMITMENT

FINANCIAL DATA (See instructions on reverse before filling out)

APPROPRIATION: **6520110**

FMO USE	DOCUMENT CONTROL NO.		ACCOUNT NUMBER		OBJECT CLASS		DOLLAR AMOUNT	
	1-10	11-20	21-30	31-40	41-50	51-60	61-70	71-80
	0	4	0					

FC0049304K51FA.G. 2578 \$1,000,000.00  
 9219!