



AGREEMENT

BETWEEN THE

RESOLUTION TRUST CORPORATION (RTC)

*Jan 91*

AND THE

U. S. ARMY CORPS OF ENGINEERS

SACRAMENTO DISTRICT

FOR

ENVIRONMENTAL TECHNICAL

EVALUATION SERVICES

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AND THE  
U. S. ARMY CORPS OF ENGINEERS  
SACRAMENTO DISTRICT  
FOR  
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EVALUATION SERVICES

WHEREAS, the Resolution Trust Corporation (RTC) has authority to dispose of real and related personal properties;

WHEREAS; RTC in disposing of real properties under its control must properly and efficiently manage the environmental issues associated with said properties;

WHEREAS, Section 21A(b) (9) (B) (ii) of the Federal Home Loan Bank Act, as amended (12 U.S.C. 1441a et seq.) provides that the RTC may utilize the personnel of any executive department or agency on a reimbursable basis to cover actual and reasonable expenses;

WHEREAS, 10 U.S.C. 3036(d) authorizes the Chief of Engineers, under the supervision of the Secretary, to provide services to another Federal department, agency or instrumentality;

WHEREAS, funds from the RTC are available to carry out the provisions of this Agreement;

WHEREAS, the United States Army Corps of Engineers, Sacramento District (USACE) has an experienced, in-house staff able to provide the services required under this Agreement;

WHEREAS, RTC has determined that the services to be provided under this Agreement can be provided conveniently and cost effectively by USACE;

THEREFORE, RTC and USACE agree to the following provisions and attachments which are hereby incorporated in their entirety by reference (collectively "Agreement");

ARTICLE I. SCOPE of WORK

- A. The RTC has a need for USACE engineering services in support of the evaluation of technical proposals to be received by RTC in response to RTC Solicitation of Services No. 782-91-0038, Environmental Services.

Specifically, USACE shall provide environmental technical proposal evaluation services which will consist of the following tasks:

1. USACE shall act as advisors to the RTC in the preparation of a solicitation for environmental services.
2. USACE shall act as the RTC technical proposal evaluation panel (TPEC) for proposals received in response to the aforementioned Solicitation (Exhibit 1). USACE shall perform as the TPEC in accordance with the specific requirements of RTC's Asset Management and Disposition manual (appropriate sections identified and described in Exhibit 2). Deviations from those TPEC requirements must be identified by USACE in writing and submitted to RTC for its approval.
3. USACE shall provide the RTC the following reports
  - a. Estimate of Costs - Within five (5) days of receipt of the Solicitation proposals, USACE shall provide an estimate of anticipated costs to be incurred.
  - b. Initial Technical Evaluation Report.
  - c. Technical Evaluation Rating Sheets for all contractor proposals reviewed with accompanying justification for the point score.
  - d. Final Technical Evaluation Report.

Note: A description and samples of these reports (b, c, & d) are contained in Exhibit 2.

4. USACE shall conduct a briefing on the results of the final technical evaluations.
  5. USACE shall participate in the debriefing of the unsuccessful offerors to the aforementioned Solicitation.
- B. The makeup of the TPEC shall be determined by the USACE but shall as a minimum consist of three employees. The members shall be experienced in environmental affairs and have demonstrated experience in evaluating technical proposals for environmental support services. The USACE will provide a summary of experience of each of the panel members to the RTC.

To the maximum extent possible members of the panel will not change. The USACE will advise RTC of any change in TPEC membership.

## ARTICLE II. DURATION of AGREEMENT

This Agreement shall become effective upon signature by the RTC and the USACE Sacramento District Commander. The Agreement shall remain in effect through 30 June 1992, unless said duration is amended, modified or terminated as provided in Article X.

## ARTICLE III. ESTIMATES of COSTS

Upon receipt of the proposals, and in accordance with Article I(A)(3)(a), USACE will provide an estimate of costs for providing all services specified therein.

## ARTICLE IV. PROGRAM OFFICERS

- A. The work to be performed under this Agreement is subject to the monitoring of a Technical Project Officer or his representative(s) as designated in writing by the RTC Contracting Officer. The Technical Project Officer (or his designated representative) will be responsible for coordinating with the USACE in administering the technical aspects of this Agreement. The Technical Project Officer does not have the authority to make any changes to terms or conditions of the Agreement; any proposal for such changes shall be referred to the RTC Contracting Officer for action in the accordance with Article X.
- B. The USACE will coordinate through the RTC Technical Project Officer with RTC's contractors as may be necessary to obtain technical data, documents and other information as may be identified by the USACE in performing work under the Agreement. RTC is responsible for overall coordination of the Environmental Technical Evaluation Services. The RTC may utilize others in technical and programmatic review of USACE work completed under this Agreement. USACE will be at times directed by RTC to communicate directly with other contractors as designated by the Technical Project Officer or his representative.

## ARTICLE V. OBLIGATION OF FUNDS

RTC will fund all work accomplished under this Agreement.

Funds will be authorized upon receipt of the USACE estimate of costs, pursuant to Article III, and approved in accordance with Article XV.

ARTICLE VI. PAYMENTS

Payments of funds will be made on the basis of the actual costs incurred. On a monthly basis a bill shall be submitted for work completed since the submission of the last bill. Billing shall be individually itemized with narrative entries.

ARTICLE VII. MANPOWER

To assure timely performance of forecasted workload requirements, the Sacramento District will periodically update manpower resource requirements. The RTC technical Project office will evaluate and approve updated resource requirements.

ARTICLE VIII. PUBLIC AFFAIRS

RTC retains responsibility for Congressional liaison and public announcements. However, USACE may make public announcements associated with the normal solicitation and contract award process, and following coordination with RTC, respond to Congressional inquiries for factual data on work tasked to USACE. The USACE will assist RTC in answering Congressional inquiries related to USACE delegated activities by preparing and furnishing draft responses on a priority basis to RTC for review and final disposition. All Freedom-of-Information Act (FOIA), 5 USC 552, inquiries to USACE regarding work performed or to be performed will be provided to RTC with a proposed response in sufficient time for USACE to meet all applicable time limits required for handling of FOIA requests. In cases where this chain of coordination renders timely FOIA response impracticable, RTC may have to forward the actual response with input from USACE.

ARTICLE IX. AMENDMENT, MODIFICATION OR TERMINATION

The Agreement may be modified or amended by written agreement between RTC and USACE or may be terminated by either party upon 90-day written notice to the other.

RTC 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 prior to its completion.

In the event of termination of this Agreement, the USACE shall be reimbursed for obligations actually incurred from the date of termination to a date not later than the date upon which the Agreement would have expired if not terminated under this article, and which the USACE, in the exercise of due diligence, is unable to cancel.

ARTICLE X. RESPONSIBILITY FOR WORK

USACE is responsible for performing all work specified under this Agreement in accordance with applicable law and Agreement provisions.

ARTICLE XI. DISPUTE RESOLUTION

The parties shall use their best efforts to resolve disputes arising under this Agreement through discussions at the lowest appropriate organization level. Disputes which cannot be resolved through such efforts will be elevated to higher authority for resolution consistent with the organization chain of command.

ARTICLE XII. 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 RTC:

Contracting Officer/Other Assets  
Costal Consolidated Office  
Resolution Trust Corporation  
1901 Newport Blvd.  
Costa Mesa, CA 92627

If to USACE:

Commander, U.S. Army Engineer District, Sacramento District  
CESPK-ED-M 1325 J. Street  
Sacramento, CA 95814-2922

ARTICLE XIII. DEFINITIONS

For the purposes of this Agreement, "RTC" means the Resolution Trust Corporation, Western Region Office, or any of its Western Region Consolidated Field Offices (CFO's), and "USACE" means the United States Army Corps of Engineers, Sacramento District, or its duly authorized representative.

#### ARTICLE XIV. COSTS CHARGEABLE TO RTC FUNDS

Direct costs are the costs that can be directly identified with and charged to the work under this Agreement, subject to the limitations set forth below. Direct costs examples are as follows: salaries, wages, technical services, materials, travel, transportation, communications, and any facilities and equipment expressly approved for purchase under this Agreement. Indirect costs, including USACE overhead and field office overhead, shall be limited to the properly allocable portion of costs that are not charged directly to the work, but which can be shown as benefiting the work covered by this Agreement, as well as other work of USACE. Examples of indirect costs are the following: Labor (Engineering Division Administration Office, Branch Chiefs), travel (Not associated directly to a project), reproduction (Not associated directly to a project), word processing, GSA space rental, utilities, materials & supplies and training. Overhead costs examples are as follows: Executive Office (District Engineer, etc.), Human Resource Office, Resource Management Office, Equal Employment Office, Safety Office, Public Affairs Office, Logistics Management Office, Office of Counsel, Information Management Office, and Contracting (Procurement). In addition, the following restrictions apply:

- A. Reimbursement for expenditures at meetings and seminars at which attendance is not required by RTC, shall not be allowable without prior written approval of the RTC Contracting Officer.

#### ARTICLE XV. FINANCING

All work accomplished by the USACE under this Agreement will be authorized and funded by RTC. After RTC review and revision, if necessary, of the Cost Estimate, funding for work will be accomplished on a reimbursable basis.

#### ARTICLE XVI. NOTICE OF COSTS APPROACHING TOTAL COST ESTIMATE AND OBLIGATED FUNDING LEVELS

Whenever the USACE determines that the total cost under this Agreement will be substantially greater or less than the presently estimated cost, the USACE shall promptly notify the RTC in writing. The USACE shall also notify the RTC, in writing, when the expenditures made and outstanding commitments are equal to 85 percent (or such other percentage as the RTC may establish by notice to the USACE) of the total funds allocated by RTC. When the expenditures made and outstanding commitments equal 100 percent of such allocated funds, the USACE shall make no further commitments or expenditures and shall be excused from any remaining performance of the work unless and until the RTC shall increase the funds allocated.

## ARTICLE XVII. FINANCIAL REPORTS

The USACE shall furnish the RTC, not later than 10 working days after the close of each month, financial reports in such form and detail as may be required by RTC.

## ARTICLE XVIII. ACCOUNTING RECORDS

The USACE shall account for obligations and costs incurred in connection with the work being performed in such form and detail as may be required by RTC.

## ARTICLE XIX. TECHNICAL REPORTS: PUBLICATION

The USACE will make reports to the RTC under this Agreement as may be mutually agreed upon.

- A. The USACE will also deliver two (2) copies of all progress reports and final reports to the RTC Western Regional Office at the address specified in Article XIV of the Agreement and to CFO's specified.

## ARTICLE XX. MEETINGS

USACE shall provide appropriate personnel for meetings at USACE's facility, or at applicable RTC offices as dictated by need and/or the location of the work.

A. Coordination Meetings

The RTC or USACE may schedule informal/formal coordination meetings upon request.

B. Meetings with Regulatory Agencies

USACE agrees to assist RTC, upon request, in preparing for periodic meetings held between RTC and its contractors, or federal or state regulatory agencies.

C. Minutes and Commitments

At the request of either party, written minutes and commitments shall be prepared to document decisions made during any meeting and to provide specific guidance on issues relating to this Agreement. Written minutes and commitments shall not be used as a substitute for formal changes to this Agreement.

Time should be allowed at the conclusion of each meeting to prepare and approve the minutes and commitments. When the time is short or a typist is not available, minutes and commitments can be handwritten, approved and then subsequently typed and distributed. Meeting minutes shall be distributed to RTC and USACE by the USACE within five working days after the meeting. If the meeting minutes do not reflect the understanding of any

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R/C COST ESTIMATE FOR TASK 1

18 JANUARY 1992

DESCRIPTION OF EFFORT	NAME	RATE \$	EFFECTIVE RATE \$	EFFORT HOURS	HIRED LABOR \$
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ADVANCE PANEL PREPARATION	D. R. JONES	26.20	37.73	32.00	1207.30
	PROJECT MANAGER	22.70	32.69	20.00	653.76
	GEOTECH ENGR	22.70	32.69	20.00	653.76
	ENGR II CONSULTANT	11.60	16.70	16.00	267.26
					2782.08
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TECHNICAL REVIEW PANEL	D. R. JONES	26.20	37.73	150.00	5659.20
	TEST MANAGER	22.70	32.69	120.00	3922.56
	ENGR	22.70	32.69	120.00	3922.56
TOTAL TECHNICAL REVIEW PANEL					13504.32
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FINAL REPORT EFFORT	D. R. JONES	26.20	37.73	24.00	905.47
	PROGRAMMER	9.50	13.68	8.00	109.44
	ENGR	11.60	16.70	8.00	133.63
TOTAL FINAL REPORT					1148.54
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DEBRIEFING EFFORT	D. R. JONES	26.20	37.73	120.00	4527.36
	PROG SUPT CLRK	9.50	13.68	40.00	547.20
TOTAL DEBRIEFING					5074.56
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TOTAL HIRED LABOR					22509.50
DEPARTMENT OVERHEAD @ 40% AND GENERAL ADMIN @ 44%					18907.98
SHIPPING COST (PROPOSALS)					4000.00
ESTIMATED TRAVEL EXPENSES					4000.00
TOTAL ESTIMATED COST-TASK 1					49417.49