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WPM-012-92-D

REIMBURSABLE AGREEMENT
between
FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION
and
U.S. ARMY CORPS OF ENGINEERS
SOUTH PACIFIC DIVISION

WHEREAS, the U.S. Army Corps of Engineers South Pacific Division, hereinafter referred to as "SPD", is to furnish services to the Federal Aviation Administration, Western Pacific Region, hereinafter referred to as "FAA";

WHEREAS, the FAA desires that the SPD provide support for the FAA's environmental underground storage tank (UST) removal and disposal, installation, and hazardous material/hazardous waste management programs;

WHEREAS, the FAA has a need for these services, funds available, and has determined these services should be obtained from the SPD;

WHEREAS, section 601 of the Economy Act of 1932, as amended, 31 U.S.C. 1535, authorizes the FAA to acquire services, material and equipment from the SPD through their contractor on a reimbursable basis; and

WHEREAS, the total SPD effort pursuant to this agreement is not expected to exceed 10 full time equivalents.

NOW THEREFORE, in consideration of the foregoing recitations and the promises of performance contained herein, the FAA and SPD mutually agree as follows:

ARTICLE I - PERFORMANCE

A. SPD shall:

1. Upon receipt of a task request from FAA, develop a work plan incorporating the services to be performed, along with the required scheduling, and the estimated cost to perform the work. The cost estimate will include the actual estimated performance costs, overhead, and any permit or other fees which the United States is legally obligated to pay.

2. Upon receipt of an individual task order containing a funding limitation and certification that funds are available to provide planning, engineering, construction, program and project management services, at rates appropriate to the tasking and

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mutually agreed to at the outset of each tasking by FAA and SPD, as set forth in specific task assignments, associated with but not limited to the following:

(a) Environmental

- (1) Environmental audits including baseline studies.
- (2) Environmental management program developments.
- (3) Multidisciplinary environmental planning.

(b) UST installation, Removal and Disposal

- (1) All services required to install new above ground fuel storage tanks in full compliance with Federal, State and Local regulations, as applicable.
- (2) All services required to remove and dispose of USTs in full compliance with Federal, State and Local regulations, as applicable.
- (3) All documentation relative to UST removal and disposal.
- (4) Soil and groundwater investigations and sampling.
- (5) Laboratory testing and analysis of soil, water, hazardous material and other materials.

(c) Hazardous Material/Waste Management

- (1) Initial site surveys.
- (2) Remedial investigations.
- (3) Feasibility studies.
- (4) Remedial design.
- (5) Remedial action.
- (6) Port closure monitoring.
- (7) Risk management and assessment.

2. Assign specific Districts to service specific FAA Sectors and provide FAA with a listing of such designations.

3. Identify an SPD Program Manager which will coordinate with the designated District to receive task assignments, and develop a work plan to include scope of services, schedule and cost estimates for submission to the FAA Program Manager. The

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responsible District will coordinate the performance of the task with the applicable FAA Sector Field Office.

4. Respond in an advisory and consulting capacity to environmental emergencies identified by the FAA.

5. Report design and construction management data on a monthly basis to the FAA Program Manager. Monthly narrative reports will be furnished for ongoing tasks.

6. Provide task completion documentation to include closure reports, disposal reports, laboratory analyses and other certificates, documents and data pertinent to the task to the FAA Program Manager.

7. Perform quality assurance inspections of ongoing work and provide the FAA Program Manager copies of the inspections.

8. Designate the SPD Program Manager, to serve with the FAA Program Manager, as Co-Chairman of the Executive Management Group (EMG) and appoint other members to the EMG as deemed necessary.

B. FAA shall:

1. Define specific program scopes, establish priorities and develop the guidance for program implementation.

2. Determine the specific services required of SPD and issue specific task assignments to the applicable District accordingly, and coordinate the task assignment with the SPD Program Manager.

3. Provide SPD with the Government Furnished Equipment (GFE) agreed upon in the specific task order required for installation of any USTs.

4. Within thirty (30) days of receipt of SPD's proposed work plan, review the work plan and if acceptable, provide SPD a written acceptance of the work plan which will include the appropriate accounting information and dollar limitation to effect billing and remittance.

5. Designate the FAA Program Manager, to serve with the SPD Program Manager, as Co-Chairman of the Executive Management Group (EMG) and appoint other members to the EMG as deemed necessary.

6. Reimburse the SPD for all costs incurred by the SPD in providing the services under this Agreement.

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ARTICLE II - PROGRAM MANAGEMENT

An Executive Management Group; comprised of members as specified in Article I above, shall be established to coordinate, advise and recommend to the responsible District such actions to be taken to ensure technical adequacy, schedule conformance, and performance within funding restraints. The EMG will be convened monthly to discuss the status and schedule of any projects in process and to resolve any questions or misunderstandings on all task orders in process.

ARTICLE III - BILLING AND CORRESPONDENCE

A. SPD shall submit a Standard Form (SF) 1080, Transfer of Funds, reflecting the FAA Agreement Number WPM-012-92-D, the location and title of the task, and the accounting information provided by FAA for the specific task being billed to:

Federal Aviation Administration
Contracts and Payable Branch, AWP-28
P.O.Box 92007, Worldway Postal Center, AWP-28
Los Angeles, California 90009

B. All other correspondence pertaining to this Agreement shall reflect the FAA Agreement Number WPM-012-92-D and be submitted to:

Federal Aviation Administration
Materiel Management Branch, AWP 52B.1
P.O.Box 92007, Worldway Postal Center
Los Angeles, California 90009

C. The FAA shall make reasonable effort upon receipt of the SF 1080 for each specific task as provided for in Article I, to approve and return the SF 1080 within thirty (30) days to:

U.S. Army Corps of Engineers
South Pacific Division
630 Sansome Street
San Francisco, California 94111-2206

ARTICLE IV - FUNDS

A. Each individual task order request will contain a funding limitation and certification that the funds are available for that task order. Additionally, each request for a task order will contain all accounting appropriation data to be referenced on all billings and correspondence pertaining to the specific task order.

B. The representative whose signature appears on this document verifies that FAA funds for reimbursement to SPD for services provided pursuant to this Agreement, and billed on an SF 1080, will be available at the time of performance of these services by SPD.

ARTICLE V - LIABILITY

A. Except for damage to or destruction of FAA property caused by FAA or any FAA personnel; SPD agrees to either require SPD contractors to obtain and submit proof of liability insurance in favor of the United States in sufficient amounts to perform repairs or require that SPD contractors provide direct reimbursement to FAA for any contractor-caused damage to or destruction of FAA property arising out of work under this Agreement.

B. SPD agrees to require SPD contractors to obtain insurance in favor of SPD and FAA in amounts sufficient to defend, indemnify and hold harmless the FAA, its officers and employees against any claim by third persons for personal injury, death or property damage arising out of work performed by the contractor under this Agreement.

ARTICLE VI - PUBLIC AFFAIRS

A. Consistent with the Freedom of Information Act (FOIA), 5 U.S.C. 552, procedures for timely release of information to the public will be specified as appropriate. The FAA retains the responsibility for any congressional liaison and public announcements. The organization receiving the FOIA request will be responsible for making the appropriate release documentation for records maintained by that organization, however the responsible District will make announcements normal to the solicitation and contract award process.

B. The SPD will assist the FAA in answering congressional inquiries related to SPD delegated activities by preparing and furnishing to FAA draft responses for its review and final disposition.

ARTICLE VII - TERM OF AGREEMENT

A. The term of this Agreement shall commence on the date of execution by the party last subscribing hereto and shall continue for a period not to exceed one (1) year thereafter unless amended for renewal within that time frame.

B. This Agreement may be terminated by either party at any time upon written notice of termination given at least thirty (30) days prior to the date of termination proposed in the notice.

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C. Upon termination of this Agreement for any cause, the SPD shall present the FAA with a SF 1080 for all costs of closing out any ongoing projects and the costs for demobilization of the SPD personnel and facilities fully dedicated to the project. The FAA shall approve and return the SF 1080 to SPD for payment processing within thirty (30) days of receipt.

ARTICLE VIII - AMENDMENT

Any amendment, modification or change to this Agreement shall be valid and effective only if in writing and executed by the representatives of the FAA and the SPD subscribing below, or by duly authorized representatives occupying the same or equivalent positions.

ARTICLE X - EFFECTIVE DATE

This Agreement supersedes any previous agreements between the parties on the subject matter set forth and is effective upon the date of execution of the Agreement by the party last subscribing hereto.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year stated below.

FEDERAL AVIATION ADMINISTRATION
WESTERN-PACIFIC REGION

U.S. ARMY CORPS OF ENGINEERS
SOUTH PACIFIC DIVISION

BY: [Signature]

BY: [Signature]

TITLE: CONTRACTING OFFICER ANP52

TITLE: BRIGADIER GENERAL, USA
DIVISION ENGINEER

DATE: September 30, 1992

DATE: 31 August 1992