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8 UNITED STATES DEPARTMENT OF ENERGY WASHINGTON, D.C. 20585 DOE INTERAGENCY AGREEMENT/AMENDMENT PART 1 - GENERAL INFORMATION		1. DOE IA Identification No. DE-AI01-98EW14364		4. Task Assignment No.			
		2. Servicing Agency IA ID No. (if known)		5. Modification Number A000			
		3. DOE Procurement Request No. 01-98EW14364					
6. Name and Address of DOE Technical Office: U.S. Department of Energy Office of Program Integration (EM-72) 1000 Independence Ave., S.W. Washington, D.C. 20585-0121			7. Name and Address of Servicing Agency U.S. Army Corps of Engineers, OCE Environmental Restoration Division 20 Massachusetts Avenue N.W. Washington, D. C. 20585				
8. Project Title: Master Interagency Between Department of Energy and U.S. Army Corps of Engineers							
9. DOE Project Officer (Name, Address and Phone No.) U.S. Department of Energy 1000 Independence Ave., S.W. Washington, D.C. 20585			10. Servicing Agency Project Officer (Name, Address and Phone No.) Rhea Cohen (202) 272-0533 -7589 20 Massachusetts Avenue N.W. Washington, D. C. 20585				
11. Project Period: 9/30/98 to 9/29/03			12. Budget Period: 9/30/98 to 9/29/03				
13. Scope of Work: Attached as Exhibit 1.							
14. Deliverables/Reporting Requirements: Attached as Exhibit 2.							
15. (a) This IA is issued pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) This IA is issued to provide Financial Assistance support for Project Activities <input type="checkbox"/> Yes <input type="checkbox"/> No. IF YES, PROVIDE STATUTORY AUTHORITY.							
Funds/Obligations		Previous Amount		Amt This Action		Amended Total	
16. DOE Amount:		0		0		0	
17. DOE In-Kind Amount:		0		0		0	
18. Servicing Agency Amount:		0		0		0	
19. Servicing Agency In-Kind Amt:		0		0		0	
20. Total Project Cost:		0		0		0	
21. DOE FUNDS COMMITTED							
22. Approp. Symbol		23. B&R Number		24. Dollar Amount		25. Allotment	
				-0-			
PROJECT MANAGER/INITIATOR							
29. NAME Malika Hobbs		30. SIGNATURE <i>Malika Hobbs</i>		31. DATE 8/10/98		32. Office Code EM-16	
						33. Telephone No. (202) 586-6174	
PROGRAM OFFICIALS							
We hereby certify that the funds cited in items 22-28 are being appropriately used.							
34. Reviewing Official's Name Barry Clark				35. Signature <i>[Signature]</i>		36. Date 8/10/98	
37. Budget Official's Name Eli Bronstein				38. Signature N/A		39. Date	
40. Type of Procurement Action (T tiger) PA Code X5				41. Negotiator Code B219			
42. Security. Will employees require security clearances for performance of this procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, attach DOE F 5634.2, (05-94) "Contract Security Classification Specification."							
43. Energy Policy Act. Is this procurement subject to the Energy Policy Act of 1992 (EPACT); i.e., will it directly satisfy CT requirement or objective? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, does it involve either a research and development program or a traction of a commercial application? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, see the Notice related to this item. Amount of EPACT funding -0-							
CERTIFYING OFFICIAL, I hereby certify that the funds cited in item 24 are available.							
44. Name		45. Signature				46. Date	
47. Initiating Official/Local Office Use							

0266/1026/98

OFFICIAL RECEIPT DATE BY

FULL 23 1998

PART II - APPROVED BUDGET - DOE CONTRIBUTION PLUS SERVICING AGENCY CONTRIBUTION		DOE IA Identification (ID) Number DE-AI01-98EW14364	
Budget Categories	Itemization of This Action	Itemization of Previous Actions	Itemization of All Actions to Date
(a) Personnel			
(b) Fringe Benefits			
(c) Travel			
(d) Equipment			
(e) Supplies			
(f) Procurement/Assistance			
(g) Construction			
(h) Other			
(i) Total Direct Charges			
(j) Indirect Costs: Rate % Base \$			
(k) Total (DOE Share 100%) (Servicing Agency Share %)	-0-		
49. Is equipment authorized to be furnished by DOE or leased, purchased, or rented with DOE funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipments costing \$1,000 or more)			
9. Are any of these funds being used on contracts and/or financial assistance? (See item 48f) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Type of Contract and/or Financial Assistance <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Procurement (includes Small Purchases Order)		InterAgency Agreement	
Contractor/Recipient Name (if known) None known at time of award	Total Extramural Amount Under This Project	Percent Funded by DOE (if known)	
PART III - FUNDING METHODS AND BILLING INSTRUCTIONS			
51. Funds-Out Agreement/Disbursement Agreement			
<input checked="" type="checkbox"/> Reimbursement, or			
<input type="checkbox"/> Progress	Request for repayment of actual costs must be itemized on SF 1081 or 1080 or other Form previously approved by DOE's Contracting Officer and submitted to the U.S. Department of Energy, Accounts Payable Division, P.O. Box 500, Germantown, MD 20875-0500. Quarterly cost reports will be forwarded to the U.S. Department of Energy, Accounts Payable Division, P.O. Box 500, Germantown MD 20875-0500.		
	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work		
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital funds or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to DOE. Quarterly cost reports will be forwarded to the U.S. Department of Energy, Accounts Payable Division, P.O. Box 500, Germantown, MD 20875-0500.		

PART IV - ACCEPTANCE CONDITIONS	DOE IA Identification (ID) No. DE-AI01-98EW14364
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52. General Conditions

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

53. Special Conditions:

- A. Patents and Technical Data. Disposition of rights to inventions made in any contract, grant, or cooperative agreement under this Agreement with any small business firm or domestic nonprofit organization will be in accordance with 35 U.S.C. 200-212. In all other contracts, grants, or cooperative agreements under this Agreement, the Servicing Agency shall coordinate the disposition of rights to inventions with the DOE Patent Counsel.
- B. Issue Resolution. Unless otherwise indicated below, it is expected that programmatic guidance will be handled through discussions between the staff of the Servicing Agency's Project Officer listed on the Face page, item 10 and the DOE Project Officer, Face page, item 9. Any administrative issues including billing questions, unresolved items or issues requiring a formal change to this Agreement shall be addressed to the DOE Contracting Officer, page 3 or 3, item 54.
- C. Termination. DOE may terminate this Agreement upon 90 calendar days written notice of such termination addressed to the Servicing Agency. In the event of such termination the Servicing Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of the termination and for commitments extending beyond the effective date of termination to a date not later than the date upon which the Agreement would have expired if not terminated under this paragraph, which the Servicing Agency, in the exercise of due diligence, is unable to cancel. Payments under this Agreement, including payments under this article shall not exceed the amount(s) committed under this Agreement.
- D. Other. Government estimate for the Project Period shown in Block 11 is \$50,000,000.00

PART V - OFFER AND ACCEPTANCE

Note: The agreement/modification must be accepted by the servicing agency official in duplicate and one original returned to the party named in item 54. The agreement/modification must be forwarded to the address cited in Item 54 after acceptance signature.

Receipt of a written refusal or failure to return the properly executed document will result in rejection of all payment requests to the DOE's Controller's Office.

DOE IA Awarding and Administration Office (for administrative assistance)	DOE Program Office (for technical assistance)
54. Organization/Address U.S. Department of Energy Ofc. of Placement & Administration HR-542 Attn: Calvin Lee, (202) 426-0120 1000 Independence Avenue, SW Washington, D.C. 20585	55. Organization/Address Attn: Malika Hobbs U.S. Department of Energy EM-16 1000 Independence Avenue Washington, D.C. 20585 (202) 586-6174

CERTIFICATION

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete.

Department of Energy Contracting Officer

56. Signature 	Typed Name and Title Richard G. Lewis Contracting Officer	Date 9/30/98
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Acceptance by the Authorizing Official on Behalf of the Servicing Agency

57. Signature 	Typed Name and Title Patricia A. Rivers Chief, Environmental Div	Date 10/13/98
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I. PURPOSE

The purpose of this Master Interagency Agreement (Master IAG) is to delineate a broad range of management, technical, and support services which the United States Army Corps of Engineers (USACE) will provide to the Office of the Assistant Secretary for Environmental Management in connection with DOE's Environmental Management Program (EM). This agreement is implemented pursuant to 42.U.S.C. 7101 et.seq., 31 U.S.C.1535 and 10 U.S.C. 3036 (d). Discrete, stand-alone, Task Assignments and subtasks issued under this Master IAG will request support to be provided by USACE for programs of mutual interest to be performed at Headquarters USACE and DOE locations.

II. SCOPE OF WORK

This Master IAG does not authorize any specified work to be performed by the USACE for DOE. All work to be performed by USACE pursuant to this Master IAG will be subject to Task Assignments and subtasks issued in writing by the DOE Contracting Officer.

The support which USACE will provide to DOE includes support to DOE Headquarters for the Environmental Management Program. Nothing in this agreement shall be construed to require DOE to use the services of USACE, nor to require USACE to accept assignments from DOE. The work that DOE may order via Task Assignments and Subtasks is limited to the work areas described in paragraphs a. and b., below and are restricted to supporting all elements of EM-1, EM-4, EM-10, EM-20, EM-30, EM-50, EM-60 and EM-70. Deliverables required for Task Assignments and Subtasks will be set forth in each discrete award package issued by DOE's Contracting Officer.

- a. USACE may be tasked for providing staff at USACE Headquarters, as required (with funding provided by DOE for salaries and expenses) to act as a liaison with DOE in managing USACE support to the EM program through Task Assignments and subtasks when issued by DOE's Contracting Officer.
- b. Providing staff at USACE Division and District Offices, as required, (with funding provided by DOE for salaries and expenses) to manage and execute EM program activities through Task Assignments and subtasks when

issued by DOE's Contracting Officer.

- c. Providing technical assistance related to the planning, engineering, design, and construction of environmental restoration and waste management projects at DOE facilities through Task Assignments and subtasks when issued by DOE's Contracting Officer.
- d. Executing program activities such as, but not limited to:
 - (1) Providing independent cost estimates and an independent review of cost estimates prepared by DOE and/or its contractors and their subcontractors;
 - (2) Reviewing projects to determine conformance with value engineering requirements and to assist and/or perform value engineering studies; and
 - (3) Furnishing other related services, to include real estate services, research and development, and training.

Specific Items of Work

The aforementioned scope of work will be directed through Task Assignments and subtasks for the following EM Program Offices:

- Task 1. Provide technical and management support to the Assistant Secretary for Environmental Management (EM-1), to the Deputy Assistant Secretary for Safety & Health (EM-4) and to the Deputy Assistant Secretary for Management and Evaluation (EM-10).
- Task 2. Provide technical support to the Deputy Assistant of Planning, Policy, and Budget (EM-20).
- Task 3. Provide technical support to the Deputy Assistant Secretary for Waste Management (EM-30).
- Task 4. Provide technical support to the Deputy Assistant Secretary for Environmental Restoration (EM-40).
- Task 5. Provide technical support to the Deputy Assistant Secretary for Science and Technology (EM-50).
- Task 6. Provide technical support to the Deputy Assistant Secretary for Facility Transition and Management (EM-60).
- Task 7. Provide technical support to the Deputy

Assistant Secretary for Site Operations (EM-70).

III. TASK ASSIGNMENTS

Task Assignments and subtasks issued pursuant to this Master IAG shall include the following information, as required: identification of due dates of reports and deliverables due under the Task Assignments and subtasks, the estimated cost to perform the work, the period of performance, funding source, amount of funds, and the name of the project manager and program office requesting the work.

Task Assignments and subtasks shall be mutually agreed to by both parties and shall be issued under this agreement by the DOE Contracting Officer. USACE shall be required to acknowledge receipt and acceptance of the Task Assignment and subtasks by signing the block at the bottom of DOE's transmittal letter. Task Assignments and subtasks shall be signed by the DOE Contracting Officer.

DOE shall retain the responsibility to determine the scope of services to be provided and may unilaterally delete any portion of the scope of work or terminate the performance of any scope of work prior to its completion.

USACE is not authorized to expend costs in excess of the estimated cost of the Task Assignments and subtasks without the written approval of the DOE Contracting Officer. USACE is not authorized to transfer unexpended funds among Task Assignments and subtasks for which the funds were not appropriated without the written approval of the DOE Contracting Officer.

I. RECORD KEEPING AND REPORTING REQUIREMENTS

USACE shall retain detailed and accurate records of all expenses incurred under this agreement. This documentation shall be available for audit or verification upon request by USACE or DOE officials. The USACE shall provide the DOE with monthly status reports containing a narrative description, milestone reports, and cost reports for the activities conducted under this agreement or specified in the Task Assignments or subtasks issued by DOE.

II. COST

The total estimated cost for all work to be assigned under this Master IAG shall not exceed \$50,000,000.00, subject to fiscal year availability of appropriated funds. Individual Task Assignments and subtasks will identify the estimated cost of each project. Costs in excess of the stated estimated cost of each Task Assignments or subtasks may not be charged to DOE without the written approval of the DOE contracting officer. Funding of all Task Assignments and subtasks will be subject to the availability of appropriated funds.

III. DELIVERABLES/REPORTS

The requirements for reports and deliverables will be reflected in the individual Task Assignment and subtasks.

In addition to individual Task Assignments or subtasks reporting requirements, USACE shall also deliver one copy and one reproducible master of all the scientific and technical progress reports and the final report to the Technical Information Center at the following address:

U.S. Department of Energy
Technical Information Center (TIC)
Special Assistance for Reproduction and

Processing

Post Office Box 62
Oak Ridge, TN 37830

IV. PROCUREMENT POLICY

The USACE may contract for portions of the work defined in a

scope of work. The USACE shall provide for maximum competition and award contracts in accordance with the Federal Acquisition Regulations (FAR) Part 6, as implemented by the Department of Defense Supplement to the FAR and the USACE policies and procedures that derive from these regulations. The USACE shall make any determination and findings required by law or regulations and shall be responsible for contract management. The USACE shall retain contract administration responsibilities for contracts awarded by the USACE until such contracts have been terminated or their performance is completed and all contract claims have been resolved.

V. PAYMENT

Payments shall be made on the basis of the actual costs incurred for each EM program office Task Assignments and subtask placed under this agreement. The USACE shall request reimbursement of actual costs using the Standard Form 1080, "Voucher for Transfers Between Appropriations and/or funds". The SF-1080 submitted by EPA shall contain the following information:

- A. DOE Accounting Appropriation Data, see blocks 22 through 27 of DOE Form 1270.1, "Interagency Agreement Face Page". Also, include the Accounting Appropriation Data that is on the specific Task Assignments and subtasks.
- B. DOE Interagency Agreement Number, see block 1 of DOE Form 1270.1, "Interagency Agreement Face Page". Also, the Task Assignments and subtasks numbers shall be included in this section.
- C. DOE mail address, see block 51, page 2 of 3.
- D. Method of Payment, Reimbursement.

USACE shall provide billings to DOE on a Monthly basis by providing each EM Program Office with one bill containing a summary of costs for each Task Assignments and subtasks issued under this agreement.

VI. DISPUTE RESOLUTION

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