

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF ENERGY  
NEVADA OPERATIONS OFFICE  
AND  
THE U.S. DEPARTMENT OF THE ARMY

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1. INTRODUCTION:

a. Background:

The U.S. Department of Energy (DOE) is projecting substantial capital construction programs for several years into the future which may require assistance of the U.S. Department of the Army, Corps of Engineers (USACE). USACE finds it consistent with its mobilization readiness mission to assist DOE in all facets of work involved with design and construction services required by DOE. This Memorandum of Agreement (MOA) accomplishes the following: (i) provides a single management umbrella addressing the principle applicable to the furnishing of services to DOE's Nevada Operations Office (NV) by USACE, and (ii) establishes procedures for effecting IAs which are consistent with the spirit and intent of this MOA. This MOA is consistent with and is entered into under the following statutory authorities: Section 601 of the Economy Act of 1932, as amended (31 USC. 1535); Section 161.f. of the Atomic Energy Act of 1954, as amended (P.L. 83-703); 42 U.S.C. 2201f; Section 646 of the Department of Energy Organization Act (P.L. 95-91); 42 U.S.C. 7256; 10 U.S.C. 3036d.

b. Purpose:

The purpose of this MOA is to form a procedural framework for providing design and construction related services by USACE on behalf of DOE, and to authorize the issuance and performance of implementing IAs by DOE's Nevada Operations Office and the USACE assigned Division Offices.

c. Policy:

USACE is to provide design and construction related services when requested and funded by DOE, subject to availability of USACE manpower. Nothing in this MOA shall be construed to require DOE to use the services of USACE, nor to require USACE to accept the assignments of DOE. However, both agencies expect implementation of this MOA to result in increased design and construction services to be rendered to DOE by USACE.

## 2. MANAGEMENT AND PROGRAM GUIDELINES

### a. Policy Management and Review:

NV will propose assignments within established DOE program goals and objectives for USACE support and conclude mutually agreeable IAs with the USACE assigned Division Commanders for support. Periodic management, command, or staff visits will be made by DOE and USACE to provide review and guidance for activities being performed under IAs. The contemplated geographical alignments for the responsible program offices for DOE and USACE under this MOA are:

#### DOE OPERATIONS OFFICES

Nevada Operations Office

#### USACE DIVISION

South Pacific Division

or such other offices as may be designated in writing by mutual agreement.

### b. Guidelines:

#### (1) Interagency Agreements

Major IAs (i.e., estimated cost in excess of \$100,000) entered into or having a major revision subsequent to the effective date of this MOA will be consistent with the provisions of this MOA, will generally follow the WIPP IA format (DOE Interagency Agreement No. DE-AI04-82AL19960), and will conform generally to DOE Order 1270.1, dated June 13, 1979, as it may be amended or superseded. Small value IAs (i.e., estimated cost of \$100,000 or less) shall follow the format shown in Attachment A to this MOA. Services to be rendered under IAs can be as diverse as those normal to the USACE activity performing under the IA and MOA include but are not limited to: (i) design services and/or design management services, (ii) construction management, design and constructibility reviews, (iii) construction inspection, (iv) construction related testing, and (v) other services such as development of conceptual designs and design criteria, engineering studies, archaeological surveys, construction impacts, mitigations, and environmental studies.

(2) Negotiating the IA

NV will identify needs for USACE services and will initiate the negotiation of an IA by notifying the responsible Division Commander. NV will be responsible for preparing a draft IA. The IA will set forth by fiscal year the capital construction program, or portion thereof, expected to be accomplished under the IA. Simultaneously, Division will propose an organization to be dedicated to the NV effort. This proposed organization will have time-phased manning levels corresponding to the work requirements of the construction program or other work. An estimate of the direct and indirect costs by fiscal year of the organization will be developed. When it is determined by NV and the Division Commander that the proposed organization can be manned, funded, and perform the work, the parties will finalize, execute, and distribute the IA.

(3) Task Orders

Major IAs may provide for the issuance of task orders. Task orders are issued periodically during the IA period of performance and will specify the services to be performed by USACE. These task orders, once signed by the DOE Contracting Officer and accepted by the servicing supporting USACE Division obligate USACE to perform specified services. IAs may provide for issuance of an annual or periodic design and construction support services (general management and administrative activities) task order. The purpose of such a task order will be to confirm and direct the agreed manpower and other resources to be dedicated by USACE to perform the required services for NV, and to serve as a commitment by NV to fund resultant direct and indirect costs estimated to accrue. Task orders to provide direction and authorization to commence specific construction projects will normally be issued separately when the need can be translated into clear work requirements and funds are available.

c. Program Funding:

(1) IA Financing

All work accomplished by or under the management of USACE pursuant to IAs under this MOA will be authorized and funded by DOE. Financing is subject to the availability of appropriations and/or continuing resolutions of the Congress. For the work under major IAs, funding transfers will be accomplished by SF-1151, Nonexpenditure Transfer Authorization, pursuant to the Treasury Fiscal Requirement Manual, Volume I, Section 2060, and OMB Circular A-34, Paragraph 61.2A(3). This method of transfer provides DOE and USACE control via the option to preclude transfers which might be inconsistent with DOE program objectives or USACE field operating capabilities. For work under small value IAs, SF 1080 shall be utilized to bill costs to DOE on a monthly basis. The USACE accounting system and regulations will be used for accounting and allocation of costs.

(2) Excess Funds

Any unobligated balances of DOE funds will be returned to DOE upon NV direction to do so. Further, following termination of an IA executed pursuant to this MOA, or termination of the MOA itself, or upon completion of the work performed under an IA, any residual funds in USACE accounts shall be transferred to DOE following financial closure of USACE contracts issued thereunder.

d. Management Arrangements:

This MOA involves direct communication between NV and USACE program officials involved in the management of activities for NV by USACE. For each major IA, a detailed Project Management Plan tailored by the NV Project Manager on DOE's part and District Commander on USACE's part will be developed at that level under the guidance of the Manager NV and the appropriate Division Commander. The Project Management Plan shall be made a part of the IA.

e. Manpower

Manpower resource requirements will be evaluated and updated periodically at the Manager, NV level and at USACE's District Commander and Division Commander levels in order to assess what changes, if any, may be required to assure timely performance of forecasted workload requirements.

f. Reports and Documentation:

Design and construction management data is to be reported periodically. Where practical, the "Automated Military Progress Reporting System" (AMPRS) will be used to provide management data simultaneously to Division Commanders and the Office of the Chief of Engineers (OCE), as well as to NV. The DOE Uniform Contractor Reporting System (UCRS) establishes a standard procedure for collecting and reporting information to aid the DOE in managing contractor performance. Commensurate with the nature and magnitude of the work, the UCRS will be used in conjunction with AMPRS to provide project monitoring information to NV and USACE. Periodic narrative reports will be initiated at the field operating activity level to keep management informed of project status at higher echelons. Financial reporting shall include the monthly submission of Standard Form 133, Report on Budget Execution, and such other reports available from USACE financial systems as may be requested by DOE.

3. ADMINISTRATION

a. Procurement Policy:

All work assigned to USACE shall be performed in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and USACE's policies and procedures descending from these regulations. The Engineers' Board of Contract Appeals will be used as the forum for resolving contract disputes

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under USACE awarded contracts. USACE may provide assistance to DOE on contracts NV has entered into prior to execution of an IA, wherein DOE procedures and policies will usually continue to apply. Normally, however, USACE will be tasked for procurement work involving only contracts solicited and awarded by USACE. Unless otherwise mutually agreed, upon completion of IAs or tasks thereunder involving the acquisition of property, ownership and accountability of such property shall vest in DOE.

b. Safety and Security:

Normally, the provisions of EM 385-1-1, USACE Safety and Health Requirements Manual, latest edition, and the General Provision safety clause of the FAR for construction contracts will be incorporated into USACE's construction contract procurements. Additional safety measures and requirements consistent with DOE Order 5480.1 A, Environmental Protection Safety and Health Protection Program for DOE operations, will be incorporated into IAs and resulting construction contracts as necessitated by the location and nature of the work. DOE's security regulations, rules, and requirements shall apply to work performed under IAs.

c. Patents and Technical Data:

(1) Policy

The patent and technical data provisions and clauses as set forth in DOE's procurement regulations shall apply to the administration of IAs and procurements thereunder unless the parties otherwise specifically agree in the IAs.

(2) Coordination

All patent and technical data matters, which may arise during the administration of IAs and procurements thereunder, shall be coordinated between USACE and the appropriate DOE Patent Counsel.

d. Public Information Coordination:

Consistent with the Freedom of Information Act (5 U.S.C. 552), procedures for timely release of information to the public will be specified as appropriate in the IAs. DOE retains responsibility for Congressional liaison and public announcements. However, USACE will make public announcements normal to the solicitation and contract award process.

e. Congressional Inquiries:

USACE will assist DOE in answering Congressional inquiries related to USACE delegated activities by preparing and furnishing to NV for review and final disposition draft responses concerning factual data on design and construction under contract.

f. Amendment and Termination:

This MOA will be modified or amended by written agreement between NV and USACE. It may be terminated by mutual written agreement or by either party giving 30 days written notice to the other. In the event of termination, NV shall be responsible for the costs of closing out ongoing contracts and the costs for demobilization of USACE personnel and facilities fully dedicated to DOE programs. USACE shall retain contract administration responsibilities for contracts awarded by USACE until such contracts have been financially closed.

g. Effective Date:

This MOA shall become effective upon signature by the principal DOE and USACE officials. It shall remain in effect indefinitely; however, upon the request of either party, usually not more often than annually, both parties shall review this MOA to assure that it continues to reflect the appropriate understanding and procedures to recognize and provide for current needs and capabilities.

U.S. DEPARTMENT OF THE ARMY

/s/ E. R. Heiberg III

NAME: E. R. Heiberg III  
Lieutenant General, U. S. Army  
TITLE: Chief of Engineers

DATE: Jan 23 85

U.S. DEPARTMENT OF ENERGY,  
NEVADA OPERATIONS OFFICE

/s/ Thomas R. Clark

NAME: Thomas R. Clark  
TITLE: Manager

DATE: December 12, 1984





REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY**  
**SOUTH PACIFIC DIVISION, CORPS OF ENGINEERS**

630 Sansome Street, Room 1216  
San Francisco, California 94111

17 DEC 1984

SPDDE

SUBJECT: Memorandum of Agreement No. DE4-GM08-85NV10451

Major General J. Wall  
Director of Civil Works  
Headquarters  
U. S. Army Corps of Engineers  
20 Massachusetts Avenue NW  
Washington, D. C. 20314-10000

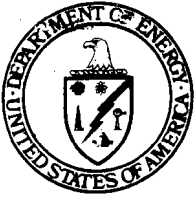
Inclosed for consideration by the Department of the Army is the 12 December 1984 Letter and Memorandums of Agreement from Mr. Thomas R. Clark, Manager, Nevada Operations Office, U. S. Department of Energy. The inclosed MOAs have been signed by Mr. Clark.

Recommend approval by the Department of the Army.

A handwritten signature in black ink, reading "Donald J. Palladino", with a horizontal line underneath.

DONALD J. PALLADINO  
Brigadier General, U. S. Army  
Commanding

Incls  
as



## Department of Energy

Nevada Operations Office

P. O. Box 14100

Las Vegas, NV 89114-4100

December 12, 1984

Brigadier General D. J. Palladino  
Commander, U.S. Army Corps of Engineers  
South Pacific Division  
630 Sansome Street  
San Francisco, CA 94111

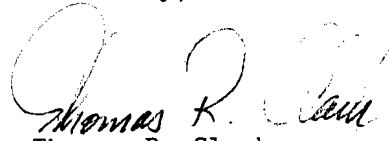
Dear General Paladino:

MEMORANDUM OF AGREEMENT NO. DE-GM08-85NV10451

The subject Memorandum of Agreement (MOA) has been reviewed by the Nevada Operations Office (NV). Enclosed are three copies of the subject Agreement which have been executed on behalf of the Department of Energy. If the Agreement is satisfactory, please have it signed on behalf of the U.S. Army Corps of Engineers and return two copies to this office, ATTENTION: CONTRACTS & PROPERTY DIVISION. We have assigned our number to the Agreement for identification purposes.

The Corps of Engineers', South Pacific Division (SPD), proposals for design- and construction-related services on the Device Assembly Facility, the Aerial Measurements Operations Facility and the Field Engineering Complex have been received and are being reviewed by this office. Personnel of the NV Engineering & Energy Management Division will coordinate a meeting with SPD personnel to discuss the above-mentioned proposals as well as the related Interagency Agreements (IA's) which are being drafted by NV.

Sincerely,

  
Thomas R. Clark  
Manager

EEM:JNF-2478

Enclosures:  
As stated

cc w/encl:  
Col. D. K. Culp, USACE, SPD,  
San Francisco, CA  
Walter Yep, USACE, SPD,  
San Francisco, CA  
J. H. Dryden, Director, NTSO