

MEMORANDUM OF AGREEMENT

BETWEEN

FEDERAL PROPERTY RESOURCES SERVICE,
GENERAL SERVICES ADMINISTRATION, REGION 7

AND

U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT

1. PURPOSE

The purpose of this Memorandum of Agreement is to establish the manner in which the U.S. Army Corps of Engineers, Fort Worth District (CE) will provide environmental services to the Federal Property Resources Service, General Services Administration, Region 7 (GSA). This agreement is entered pursuant to 31 U.S.C.A. Section 1535, Executive Order 11514, and regulations implementing the Resource Conservation and Recovery Act, PL 94-580 (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act, PL 96-510, as amended (CERCLA), and the National Environmental Policy Act, PL 91-190 (NEPA).

2. BACKGROUND

a. Federal government agencies are responsible for complying with all requirements of environmental legislation and regulations for properties they own or control.

b. The nature, conditions and frequency of use of the services described are dictated by non-constant requirements and unpredictable situations. It is therefore not possible to guarantee the purchase of specific quantities of services.

c. The services described herein may be ordered in any of the following states: Texas, Louisiana, New Mexico, Arkansas, Oklahoma, Kansas, Missouri, Iowa, Nebraska, Montana, North Dakota, South Dakota, Colorado, Wyoming and Utah. Because the geographic boundaries of CE and GSA do not coincide, it will be necessary for some services to be provided by Corps of Engineers divisions or districts other than Fort Worth District. Upon request for services, CE will notify GSA of the office to perform the work. All work performed under this agreement by any CE office shall be subject to the requirements of this agreement. Fort Worth District will continue to manage all work under this agreement and will coordinate the work of other CE offices with GSA.

3. SCOPE OF WORK

a. CE shall furnish appropriate professional environmental, engineering and other technical services to include all necessary support services, labor, materials, tools, equipment, travel costs, per diem while on travel status, applicable permit fees and laboratory analyses required to provide assessments, recommendations and, if requested, design and implementation of corrective actions, administration support services and training for the purpose of environmental management and compliance with NEPA.

b. Environmental services may be required in any of several work areas which involve a broad range of diversified technical skills in compliance with environmental law and regulations. Interdisciplinary teams as required by NEPA will be used.

c. It is anticipated that services under this agreement will include, but are not limited to, the following:

1. Preparation of environmental analysis and environmental documentation (Environmental Assessments (EA's) and Environmental Impact Statements (EIS's)) to meet the requirements of NEPA. Associated adjunct tasks necessary to support NEPA documentation are also included.

2. Site history and site evaluation cultural surveys and site mitigation, historical building surveys and recordation.

3. Assessment of risk to human health and the environment.

4. Site assessment, site remediation and cleanup for underground storage tanks, hazardous wastes, hazardous materials and other environmental conditions.

5. Monitoring, sampling, and testing.

6. General assistance with complying with technical requirements of RCRA and Superfund regulations and legislation, including underground storage tank requirements.

7. Removal and/or installation of underground storage tanks.

8. Laboratory services.

9. Design of projects for corrective action.

10. Construction of projects for corrective action.

4. PROGRAM MANAGER

a. Unless otherwise notified in writing, the CE Program Manager shall be:

James A. Withaeger, P.E.
U.S. Army Corps of Engineers
Fort Worth District
ATTN: CESWF-PM-I
P.O. Box 17300
Fort Worth, Texas 76102-0300
(817) 334-2820

b. Unless otherwise notified in writing, the GSA Program Manager shall be:

Richard R. Raley
Office of Real Estate Sales-7DR
Federal Property Resources Service
General Services Administration
819 Taylor Street
Fort Worth, Texas 76102
(817) 334-2331

5. PROCEDURE FOR ISSUANCE OF DELIVERY ORDERS

a. Request: GSA will issue to CE a request for proposal to accomplish a specific tasking by providing a preliminary scope of work and a desired end result. Along with this request, GSA will provide to CE as-built drawings, project documentation, points of contact, required completion date and any other pertinent information as may be available.

b. Proposal: CE will provide to GSA a description of all services to be performed, estimate of cost and time to complete project definition, and any costs associated with the preparation of the proposal.

c. Negotiation: GSA and CE will negotiate project definition costs and any proposal costs and a delivery order will be issued to CE to provide project definition.

d. Project Definition: CE will prepare and provide to GSA a detailed scope of work and project cost breakdown along with the method, manner and time frames for project completion. The work may include, but not be limited to, investigation reports, discussion of alternatives, and/or preliminary project design, as required.

e. Project Completion: Upon approval of final project price and definition by GSA, GSA will issue a delivery order to CE for

actual project completion. The work may include, but not be limited to, final NEPA documentation, preparation of final contract documents, advertisement and award, and/or final on-site completion of the end result, as required.

f. Without written approval of GSA, no new or additional work shall commence unless the aggregate cost of all work under any individual delivery order is estimated to be less than or equal to funds authorized.

6. PAYMENT

a. Funding and negotiations will be on a case-by-case basis for each property; however, the total in-house effort expended by CE personnel shall not exceed ten man-years of effort.

b. Work under this agreement shall be funded on a reimbursable order basis. Services may be provided to, and funded by, any office within GSA Region 7, with the consent of the GSA Program Manager. Reimbursable orders shall include appropriate cost accounting data as well as name and address of the office to be billed for payment. Request for payment shall be made by CE using a Standard Form (SF) 1080, on a monthly basis.

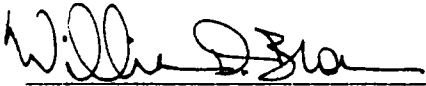
7. REPORTS

a. CE shall submit to GSA a quarterly management report describing the current status of all delivery orders under this agreement.

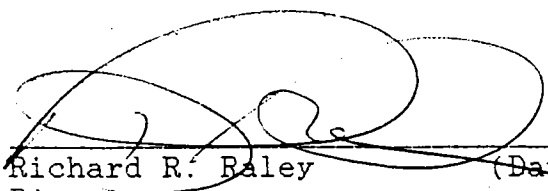
b. CE shall submit to GSA a monthly financial report describing the current cost charges to each delivery order under this agreement.

8. DURATION OF AGREEMENT

This agreement is effective immediately upon the last signature date below and shall continue in effect until modified or revoked by agreement of both parties, or by either party upon 30 days written notice.

 4/26/91

William D. Brown (Date)
Colonel, Corps of Engineers
District Engineer

 4/22/91

Richard R. Raley (Date)
Director
Office of Real Estate Sales
Federal Property Resources Service