

**INTERAGENCY AGREEMENT  
BETWEEN THE NATIONAL PARK SERVICE  
AND THE  
U.S. ARMY CORPS OF ENGINEERS**

I. Purpose.

A. This Interagency Agreement (IA) for Environmental Removal/Remedial Action and Technical Support activities defines the roles and responsibilities of the U.S. Army Corps of Engineers, Omaha District, hereinafter referred to as USACE and the National Park Service, hereinafter referred to as NPS. Specifically, this agreement will define the conditions and procedures for the NPS to access the U.S. Army Corps of Engineers Nationwide/International Rapid and Immediate Response Remedial/Removal Action Program for support to their Hazardous, Toxic, and Radioactive Waste (HTRW) site Removal/Remedial Action requirements.

B. It is advantageous to NPS and in the public interest to share existing contract services to facilitate procurement of essential services and reduce overall acquisition costs to the United States Government.

II. Authority.

This IA is entered into pursuant to the Economy in Government Act 931 U.S.C. § 1535) and the NPS mission statement.

III. Parties. To provide for consistent and effective communication between USACE and NPS, each party shall point a Principal Representative to serve at its central point of contact on matters relating to this IA.

A. NPS. The NPS Office is located at the following address:

Midwest Regional Office  
1709 Jackson Street  
Omaha, NE 68102

1. NPS Program Officer:  
Mr. Dick Fisher, Regional Environmental Engineer  
Phone: 402-221-3945, FAX (402) 221-3465
2. NPS Contracting Officer:  
Ms. Debra Imhoff, phone: 402-221-4233

3. Other Key NPS officials will be management level representatives from each Field Area office authorized to make commitments for their areas in implementation of the terms of this agreement.

The work to be performed under this agreement is subject to monitoring by the NPS Program Officer designated in paragraph III of this Interagency Agreement, or such other persons as designated in writing, from time to time, by the NPS Contracting Officer. The NPS Program Officer's responsibility is set forth in Article X "Technical Direction and Surveillance."

B. USACE. The USACE Office is located at the following address:

U.S. Army Corps of Engineers  
215 N. 17th Street  
Omaha, NE 68102-4978

USACE Rapid Response Program Manager, acting as USACE Program Officer:

Mr. John Kirschbaum, P.E. (CENWO-MD-H)  
Phone: 402-221-7714, FAX (402) 221-7838

#### IV. Scope of Work.

A. For the Periods established in Section V., Terms of Agreement, USACE will contribute efforts to facilitate Environmental Remedial/Removal Action support through the USACE Nationwide/International Rapid and Immediate Response Remedial/Removal Action Program by agreeing to the following:

1. USACE will develop a complete Scope of Services and Government Estimate with assistance and input from the NPS at their discretion.

2. All contracting functions, including requests for proposals, negotiations, award and contract administration will be carried out by USACE.

3. USACE technical personnel will review any Contractor work products for compliance with the Scope of Services and ensure that all comments and concerns of USACE and NPS are addressed in work products.

4. All contracted on site activities contributing to the remedial/removal action process will be administered and conducted under the oversight of a full time USACE Rapid Response representative, with all activities conducted in full coordination with the designated NPS official.

B. For the period established in Section V, Terms of Agreement, both USACE and NPS will contribute efforts toward executing NPS Environmental Removal Actions by mutually agreeing to the following:

1. The NPS will provide USACE with adequate "seed money" for each project so that USACE may develop a project estimate, negotiate a contract delivery order and develop Draft Workplans for the desired removal action. Typically, the seed money required will be between \$15,000.00 and \$35,000.00 depending on the size and complexity of the project. The amount of seed money required will be determined on a project by project basis and agreed upon by the NPS Program Officer and the USACE Program Officer.

2. The circumstances of projects executed under the terms of this agreement meet at least one of the Rapid Response Project Acceptance Criteria provided at attachment 1.

3. The NPS Program Officer, or other designated NPS official may designate a project under this agreement as either Rapid or Immediate in coordination with the designated USACE Program Officer.

4. The intent of USACE is to execute all projects designated as "Rapid" in such a manner that will allow a fully mobilized site presence within 30 to 60 days from the date of the initial receipt of funding authorization from the NPS. However, both parties recognize that unforeseen prevailing circumstances, including regulatory intervention, technical design complications and other unforeseen conditions may provide cause to either expedite or delay these mobilization goals for a Rapid project.

5. The intent of the USACE is to execute all projects designated as "Immediate" in such a manner that will allow a fully mobilized site presence within 72 to 140 hours from the date of the initial receipt of funding authorization from the NPS. Both parties recognize that all "Immediate" projects will be executed under an undefinitized contract action. Further, both parties recognize that unforeseen prevailing circumstances, including regulatory intervention, technical design complications and other unforeseen conditions may provide cause to either

expedite or delay these mobilization goals for an Immediate project.

6. All activities contracted by USACE under this Agreement, may be executed as a cost reimbursable or firm fixed-price contractual agreement, as determined appropriate, by both USACE and NPS.

V. Terms of Agreement.

A. This Agreement will be effective for a period of five years from the date it is approved by both parties.

B. Each party will appoint a Program Officer who will be responsible to oversee the tasks performed under this Agreement. Project Officers designated in Section III have the authority to agree and approve technical changes in the Scope of Work.

C. This IA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this IAG by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a latter date is set forth. In the event of termination, the NPS shall continue to be responsible for all costs incurred by USACE under this IAG and for the costs of closing out or transferring any on-going actions.

VI. Financial Administration.

A. Funding between the NPS and USACE.

1. The NPS shall obligate and provide funding on a reimbursable basis to the USACE based on the tasks described, committed to, and undertaken by the USACE. If the USACE determines that at any time during the work that the funding, initially provided, will not be adequate for all costs related to its work, the USACE shall notify NPS immediately. The NPS shall be responsible for obtaining necessary additional funds. The USACE will cooperate in these efforts but will not furnish USACE appropriations.

2. If estimated costs exceed available funds and additional funds are not available to complete the project, the USACE will advise NPS and cease work. The NPS shall pay all costs incurred by the USACE up to the date of this direction, plus all costs related to terminating any contracts for the convenience of the government and all valid contract claims.

3. Upon completion of the assistance contemplated under this Interagency Agreement (IA), the USACE shall conduct a final accounting to determine the total actual costs of the assistance provided. The NPS may deobligate any amounts obligated in excess of the actual costs incurred by the USACE within 90 days of the final accounting.

4. The USACE will be responsible for tracking funds and budgets for this work. The USACE will utilize its normal accounting practices and charge its normal indirect overhead rates for this work. At any time, upon request by NPS, USACE will provide information on current rates as rates are subject to change. General Administration and Technical rates applicable at the time of signing of this agreement are attached. (See Attachment 2)

5. The USACE will bill NPS not more often than monthly for reimbursement of costs incurred up to the maximum amount authorized under this IA. Billing will be submitted using Standard Form 1080, Interagency Transfer Voucher, citing applicable accounting and appropriation data, and the IA number. The NPS will make payments promptly for all billings by check made payable and addressed to:

U.S. Army Corps of Engineers  
ATTN: CENWO-RM-D  
215 N. 17th Street  
Omaha, NE 68102-4978

Billings will be sent by USACE to:

National Park Service  
ATTN: Debra E. Imhoff  
Midwest Regional Office  
1709 Jackson Street  
Omaha, NE 68102

Each bill shall be accompanied by a statement detailing the basis for costs included in the billing.

6. The USACE shall establish and maintain records and receipts of the expenditure of all funds under this IA. Records shall be maintained in sufficient detail to permit identification of the nature of expenditures made by the USACE and shall be made available for inspection by NPS officials upon request. Once a delivery order has been issued a copy will be provided to NPS by USACE.

B. Modifications.

Changes, additions and deletions to the scope of work to be performed for an individual project must be formalized by a modification to the respective "Work Order" as discussed in Article VIII of this Agreement. They should be supported by a revised or proposed NPS budget, approval by USACE and other appropriate documentation.

VII. Public Information.

A. Consistent with the Freedom of Information Act (FOIA) (5 U.S.C. 552) procedures for timely release of information to the public regarding projects and programs implemented under this agreement will be coordinate between NPS and USACE.

B. Justification and explanation of the NPS' programs before Congress and other agencies, departments and offices of the Federal Executive Branch shall be the responsibility of the NPS. USACE may provide, upon request, any assistance necessary to support the NPS' justification or explanations of the NPS' programs conducted under this IAG. In general, the NPS is responsible for all public information. The NPS or USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or contemplated pursuant to work under this IA.

VIII. Work Orders.

A. It is anticipated that Work Orders will be periodically issued by mutual agreement of the parties under this Interagency Agreement. However, nothing herein should be construed to require the National Park Service to place any minimum amount of work under this agreement. The Work Order will serve the purpose of defining scope and establishing funding limitations and providing funding data for each project. The Work Order Form to be used for each successive project, including amendments, is included at Attachment 3.

B. The USACE shall notify the NPS Program Officer and Contracting Officer in writing whenever it has reason to believe that the total cost of the performance for any work order will be greater or substantially less than had been previously estimated. As part of the notification, the USACE shall provide the NPS a revised estimate of the total cost of performing any work segments set forth herein.

C. USACE shall monitor, collect, control and report costs against each Work Order identified. In no event will the USACE be entitled to reimbursement of more than the funding limitation for each Work Order.

D. Upon notification to the USACE of any intended Work Order or modification to any existing Work Order, the USACE shall submit a Government Estimate and Scope of Work (SOW) which will also contain a description of the work to be performed, level of effort, the period of performance for such work and personnel designated for the Work Activity, the total funding needed to allow completion, along with cost data in such detail as the NPS Contracting Officer may require, and any other terms and conditions deemed appropriate. Therefore, however, it is understood that any cost data which may have been provided with such Government Estimate and SOW which identifies the expected total estimated cost, or level of effort for a work segment, has been provided for the purpose of establishing the reasonableness of the funding limitation, not to provide additional funding limitations. No work is authorized except as included and funded by a Work Order incorporated in the agreement and then only if the aggregate dollar value of all Work Order is within the total estimated cost specified for the agreement.

#### IX. Technical Direction and Surveillance.

A. The work to be performed by the United States Corps of Engineers, Omaha District (USACE), under this agreement is subject to the surveillance and written Technical Direction of a "Program Officer", identified, in Article III of this agreement. The term "Technical Direction" is defined to include, without limitation, the following:

1. Direction to the USACE which redirect the work effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise provide technical guidance to the USACE in order to accomplish the tasks and requirements stated in Article IV and Article VII of this agreement.

2. Information to the USACE which assists in the interpretation of drawings, specifications or technical portions of Article IV and Article VIII of this agreement.

3. Review and, where required by the agreement, approval of technical reports, drawings, specifications or technical information to be delivered by the USACE to NPS under this agreement.

4. The Program Officer shall monitor the USACE performance with respect to compliance with the requirements of this agreement.

B. Technical direction and management surveillance shall not impose tasks or requirements upon the USACE additional to or different from the tasks and requirements stated in Article IV and Article VIII of this agreement. The Technical Direction to be valid:

1. Must be in writing consistent with the tasks and requirements stated in Article IV and Article VIII of this agreement; and

2. May Not:

(i) constitute an assignment of additional work outside the tasks and requirements state in Article IV and Article VIII of this agreement;

(ii) in any manner cause an increase or decrease in the total estimated agreement cost or the time required for the agreement's performance;

(iii) change any of the expressed terms, conditions or specifications of the agreement; or

(iv) accept non-conforming work.

C. The USACE shall proceed promptly with the performance of Technical Directions duly issued by the Program Officer in the manner prescribed by paragraph (B) and which are within his authority under the provision of paragraph (A); provided, however, that the USACE shall immediately cease the performance of any Technical Direction upon receipt of a written instruction to that effect from the Contracting Officer.

D. If in the opinion of the USACE, and Technical Direction issued by the Program Officer is within one of the categories as defined in (B) (2) (I) through (iv) above, the USACE shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such Technical Direction and shall request the Contracting Office to modify the agreement accordingly. Such notice shall: 1. include the reason upon which the USACE-Omaha bases its belief that the Technical Direction falls outside the purview of paragraph (a) above, and 2. Include the USACE-Omaha best estimate as to any necessary revisions in the estimated cost, performance time,

delivery schedules and any other contractual provisions that would result from implements the Technical Direction. If, after reviewing the information presented, the NPS Contracting Officer determines that such direction is Technical Direction authorized by this clause, the Contracting Officer will direct the USACE to proceed with the implementation of such Technical Direction and the USACE shall comply therewith. In the event the NPS Contracting Officer determines that it is necessary to avoid a delay in performance of the agreement he may, in writing, direct the USACE to proceed with the implementation of the Technical Direction pending receipt of the information to be submitted.

E. The only persons authorized to give Technical Direction to the USACE under this agreement are the Contracting Officer and "Program Officer" identified in Article III or the NPS Work Order POC as identified in part 7 of the Word Order Form (Attachment 3).

F. At the request of the USACE, Technical Direction within the categories as defined in A above will be issued in writing.

#### X. Contract Claims and Disputes.

A. All claims and disputes by contractors arising under or relating to contracts awarded by the Corps of Engineers will be resolved in accordance with Federal law and the terms of the individual contract. The Corps of Engineers will have dispute resolution authority for these claims. Any USACE Contracting Officer's final decision may be appealed by the Contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The Engineers Board of Contract Appeals ("ENG BCA") and the Armed Services Boards of Contract Appeals ("ASBCA") are designated as the appropriate boards of contract appeals. In lieu of appealing to the ENG BCA or the ASBCA, the Contractor may bring an action directly to the United States Court of Federal Claims.

B. The Corps of Engineers will be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The Corps of Engineers will promptly notify the National Park Service Contracting Officer orally and in writing upon the filing of any claim or litigation relating to the contract, or upon a Corps of Engineers decision to file a claim or institute litigation for which NPS may be financially responsible. The Corps of Engineers will provide regular status reports concerning any pending claim or litigation and with copies of all pleadings filed in litigation.

C. The Corps of Engineers will not settle any claim or litigation without first advising and consulting with NPS and fully considering the position of NPS to the maximum extent possible. If the NPS requests that the Corps of Engineers pay a claim or settle litigation, the Corps of Engineers will make every effort to do so.

## XI. Liability.

If liability of any kind is imposed on the United States relating to the Corps of Engineers provision of goods and services under this agreement, including liability under CERCLA and RCRA, the Corps will accept accountability for its actions, but the NPS will remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs.

## XII. Other Conditions.

Other regulations and clauses which are by inclusion made a part of this agreement are listed below:

1. Equal Opportunity: During the performance of this agreement, the participants agree to abide by the terms of Executive Order No. 11246 (as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations 941 CFR, Part 60) on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

2. Officials Not to Benefit: No member of or delegate to Congress or Resident Commissioner; or any officer, employee, special Government employee; or agent shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom. This provision shall not be construed to extend to a corporation or unit of Government contracting for its or for the public's general benefit.

3. This IA shall not affect any pre-existing or independent relationships or obligations between the NPS and USACE.

4. This IA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives and procedures of the United States. Unless, otherwise required by law, all contract work undertaken by USACE shall be governed by USACE policies and procedures.

5. If any provision of this IAG is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

III. Implementation.

This Agreement is effective upon signature of the responsible parties of both agencies.

ON BEHALF OF THE  
NATIONAL PARK SERVICE

*Bill Schenk*

BILL SCHENK  
Regional Director

*11/12/97*

Date

*Debra E. Imhoff*

DEBRA E. IMHOFF  
Contracting Officer

*Nov 12, 1997*

Date

ON BEHALF OF  
U.S. ARMY CORPS OF ENGINEERS  
OMAHA DISTRICT

*Robert D. Volz*

ROBERT D. VOLZ  
Colonel, EN  
Commanding

*10/16/97*

Date

**ATTACHMENT 1**  
**RAPID/IMMEDIATE RESPONSE PROJECT ACCEPTANCE CRITERIA**

Consideration for Rapid Response Projects: Projects will be required to meet established criteria to be accepted for Rapid Response contracting. The focus of this criteria will be towards situations warranting a time critical response by the government, ultimately bypassing the traditional procurement methods. Specifically, a project must meet at least one of the following criteria for acceptance for Rapid Response contracting:

- Regulatory constraints such as a Notice of Violation, a site order, an administrative order, a correction agreement, or substantially similar regulatory constraints, and sufficient time does not allow for the normal acquisition process;
- A congressionally mandated start date and adequate time does not permit for the normal acquisition process;
- The possible detrimental effects on human health and/or the environment if a response is not initiated promptly;
- The necessity to abate, minimize, stabilize, contain mitigate, or eliminate a hazardous substance release, or threat of a release;
- The necessity to remove or stabilize Ordnance and Explosive Waste (OEW).
- Qualifying for an interim removal action through EPA;
- The necessity to remove or control the point sources of contamination;
- The necessity to control contamination of drinking water systems or sensitive ecosystems;
- Time critical response actions as defined in the National Contingency Plan;
- The necessity to provide security fencing or other measures to limit access;
- Projects qualifying for funding and execution through the Environmental Protection Agency's Emergency Response Removal Program or HQUSACE Superfund Program;

- A project involving a release or potential release of a controlled or hazardous substance where time delays associated with the traditional procurement process would have significant negative fiscal consequences for the government.

Consideration for Immediate Response Action (IRA) Projects:  
Projects that are considered as IRAs result from:

- The possible immediate detrimental effects on human health and/or the environment if a response is not initiated promptly;
- The necessity to minimize, contain, or stabilize hazardous substance release or threat of a release;
- The necessity to remove or control the point sources of contamination;
- The necessity to provide security fencing or other measures to limit access; or
- The necessity to provide alternative water supplies as required.

**ATTACHMENT 2**  
**GENERAL ADMINISTRATION AND TECHNICAL RATES**

Technical Support Activities:

Technical Support and Consulting activities utilizing in-house labor will be on a direct reimbursable basis and limited to a total not to exceed figure that has been thoroughly coordinated with the NPS Program Officer. Current USACE general administrative and overhead rates are attached and are subject to change on a monthly basis. Basic wage rates will typically be at the GS-07 through GS-12 scale.

Rapid Response General and Administrative Rates:

Construction Supervision and Administration (S&A) - 10% Contract

Rapid response User Fee - .75% Contract

Engineering - See Above

Construction S&A and User Fee will be applied to the negotiated contract amount of each individual Rapid response delivery order. Supervision and Administration fees will be applied to all Construction Management activities incurred after the award of the Basic Delivery Order. Including all contract administration activities and full time construction and field oversight by at least one full time rapid response Construction Representative or Project Engineer. The Rapid response User Fee is applied through a revolving fund to reimburse various overhead costs incurred with the operation of the Rapid program, such as the procurement of new contracts, contract negotiations and administrative costs.

Engineering and technical support activities are typically limited to activities before award of the basic delivery order, and may include the initial site visit to a NPS removal action site, review of the contractor's Workplan, review of the Site safety and Health Plan, incidental design activities associated with the removal action, and delivery order negotiations. Generally, Engineering costs are limited to less than 2-3% of the basic delivery order amount, but will vary based on the technical complexity of a project. All engineering costs will be thoroughly coordinated with the NPS Project Officer.

**HTRW-PPM  
TOTAL PROJECT CHARGE BREAKDOWN  
AS OF JUNE 1997**

	MILITARY		CIVIL	
<b>**Direct Labor**</b>				
Effective Salary (Base Pay X 1.4625)	(.4625)	1.4625	(.4625)	1.4625
Indirect Costs (Eff Pay X Indir)	(.452)	.661	(.490)	.717
Overhead (Eff Pay X OH)	(.2932)	<u>.429</u>	(.2971)	<u>.435</u>
 Total Project Charge X Base Pay		 2.553		 2.615
 FYI: Engineering Division Multipliers:		 2.649		 2.687
Construction Division Multipliers:		2.435		2.616

Effective Rate Costs:

Annual Leave  
Sick Leave  
Admin Leave  
Holidays  
Health Unit  
Gov't Contribution to:  
Retirement  
Life Insurance  
Health Insurance  
Social Security

Technical Indirect Costs:

Labor & Overtime (Indirect Personnel)  
Training  
Per Diem & Travel (Training & Indirect Personnel)  
Permanent Change of Station (PCS) Related Costs  
Freight Charges  
Supplies & Materials, Mag Subscr, Microfilm, Software  
Telephone, mail  
GSA Space & Utilities  
Equipment Rental  
Rental GSA Vehicles  
Reproduction  
ADP  
ADP  
Expendable Tools  
Photo Unit/Graphics  
ADP  
Communications unit  
F&A  
Central payroll  
Workstation Resource Center  
Survey  
Core Drill  
Shops and Yards (Maint Base)  
Depreciation  
Insurance  
Plant Replacement

District Overhead Costs:

Executive Office  
RMO  
Public Affaire Office  
Office of Counsel  
Personnel Office  
Logistics Mgmt. Office  
EEO  
Safety Office  
Security Office  
Internal Review Office  
IMO  
Contracting Division  
ADP (Part)  
MRD Plane

If you have any questions concerning this info, contact Judy.

(Attachment 3)

**NATIONAL PARK SERVICE (NPS)  
WORK ORDER FORM (WOF)  
U.S. ARMY CORPS OF ENGINEERS (USACE) GENERIC INTERAGENCY  
AGREEMENT**

DATE \_\_\_\_\_

1. SITE NAME: \_\_\_\_\_

2. WOF ASSIGNMENT TITLE: \_\_\_\_\_

3. WOF ASSIGNMENT NUMBER: WOF- \_\_\_\_\_ 4. REVISION NO. 000

5. IAG NO.: \_\_\_\_\_

6. NPS SITE I.D. NUMBER: \_\_\_\_\_

7. NPS WORK ORDER POC: \_\_\_\_\_ 8. PHONE: \_\_\_\_\_

9. USACE POC: JOHN KIRSCHBAUM, 402-221-7714, CENWO-PM-H

10. PERIOD OF PERFORMANCE - FROM: \_\_\_\_\_ TO: \_\_\_\_\_

11. FUNDING: DESCRIPTION / APPROPRIATION:

WOF Assignment Funding	
Previous Funding	\$0.00
Current Funding	\$00.00
Total Funding	\$00.00

12. SCOPE OF WORK: (Use additional sheets when necessary)

13. SCHEDULE FOR ASSIGNMENT ACTIVITIES AND DELIVERABLES: (Use additional sheets when necessary)

**14. ACCOUNTING INFORMATION:**

Accounting Information				
	DCN	Account Number	Object Class	Amount
Deobligate From				
Obligate To				

If additional funds or extensions to the period of performance are needed, the USACE shall contact the USACE Generic IAG Program Officer, Mr. Dick Fisher (402) 221-3945, as soon as practicable.

PRIMARY CONTACTS

The primary NPS contact for this work order is \_\_\_\_\_, he can be reached at \_\_\_\_\_

AUTHORIZATION: Authorization is hereby given to the USACE Rapid Response program to provide assistance as provided for in the generic IAG and within the scope of work, budget, and schedule as described in this WOF. Sufficient funds are available in the generic IAG to support this WOF.

\_\_\_\_\_  
Mr. Dick Fisher  
Program Officer