Revise

United States Environmental Protection Agency
Washington, DC 20460

Interagency Agreement/ Amendment

Part 1 - General Information

1. EPA IA Identification Number
RW-69-92358101 - 0

2. Funding Location by Region EPA R10

3. Other Agency IA ID Number (if known)
ID PFH 509

4. Awarding Office
IASSC East

5. Type of Action
New

6. IA Specialist:
Lakeyshia Hairston
202-564-5322
Hairston.Lakeyshia@epa.gov

7. Name and Address of EPA Organization
US Environmental Protection Agency
IASSC East
1200 Pennsylvania Avenue, NW Mail code 3903R
Washington, DC 20460

8. Name and Address of Other Agency
Department of Transportation-FHWA
Western Federal Lands Highway Division
WFLHD - 610 East Fifth Street
Vancouver, WA 98661-3801

9. DUNS: 029128894 **10. BETC:** COLL

11. DUNS: 139768597 **12. BETC:** DISB

13. Project Title and Description
Avery Landing site, St. Joe River Road Avery, Idaho

Avery Landing Removal Action

14. EPA Project Officer (Name, Address, Telephone Number)
Earl Liverman
1910 Northwest Boulevard, Suite 208 (Coeur d'Alene Office)
Coeur d'Alene, ID 83814
208-664-4858
E-Mail: Liverman.Earl@epamail.epa.gov
FAX: 208-664-5829

15. Other Agency Project Officer (Name, Address, Telephone)
Michael Traffalis
WFLHD - 610 East Fifth Street
Vancouver, WA 98661-3801
360-619-7787
E-Mail: Michael.Traffalis@fhwa.dot.gov
FAX: 360-619-7845

16. Project Period: 04/01/2012 to 12/31/2013

17. Budget Period: 04/01/2012 to 12/31/2013

18. Scope of Work (See Attachment)
See attach Scope of Work

19. Employer/Tax ID No. 520852695 **20. CAGE No:** 347A4 **21. ALC:** 68-01-0727

22. Statutory Authority for Transfer of Funds and Interagency Agreement
Economy Act 31 U.S.C. 1535

23. Other Agency Type
Federal Agency

24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)

	Previous Funding	This Action	Amended Total
Revise Reimbursable (in-house)			0
Direct Fund Cite (contractor)			0
Total			0

Funds	Previous Amount	Amount This Action	Total Amount
25. EPA Amount			$0
26. EPA In-Kind Amount			$0
27. Other Agency Amount		$3,000,000	$3,000,000
28. Other Agency In-Kind Amount			$0
29. Total Project Cost		$3,000,000	$3,000,000

30. Fiscal Information

Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
68X8145		12	TR	10N0XD2	303DC6	0	10FTRV00	C001	3,000,000
									3,000,000

Part II - Approved Budget

EPA IAG Identification Number
RW-69-92358101 - 0

31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		$36,000		$36,000
(b) Fringe Benefits				$0
(c) Travel		$64,000		$64,000
(d) Equipment				$0
(e) Supplies				$0
(f) Procurement / Assistance		$2,896,472		$2,896,472
(g) Construction				$0
(h) Other				$0
(i) Total Direct Charges	$0	$2,996,472	$0	$2,996,472
(j) Indirect Costs:	$0	$3,528		$3,528
Charged - Amount Rate: 9.8% Base: $ Not Charged: Funds-In: Not charged by EPA Amount $				
(k) Total (EPA Share 0.00 %) (Other Agency Share 100.00 %)	$0	$3,000,000	$0	$3,000,000

32. How was the IDC Base calculated?

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☒ Yes ☐ No
(Identify all equipment costing $1,000 or more)

34. Are any of these funds being used on extramural agreements? ☒ Yes ☐ No

Type of Extramural Agreement Contract

Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
Various	2896472 Total $ 2,896,472.00	0

Part III - Funding Methods and Billing Instructions

35.	(Note: EPA Agency Location Code (ALC) - 68010727)
☐ Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:
☐ Repayment	☐ Monthly ☐ Quarterly ☐ Upon Completion of Work
☐ Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.
☐ Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

36. ☒ Reimbursement Agreement ☒ Repayment ☐ Advance
☐ Allocation Transfer-In

Other Agency's Billing Address (include ALC or Station Symbol Number)	Other Agency's Billing Instructions and Frequency
69-005-0001	IPAC (weekly)

Part IV - Acceptance Conditions	EPA Identification Number RW-69-92358101 - 0

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460	**39. Organization/Address** US Environmental Protection Agency R10 - Region 10 1910 Northwest Boulevard, Suite 208 Coeur d'Alene, ID 83814

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | FOR Frank N. Roth - Chief Fellowship IA & SEE Branch Michelle Messick - AO delegate	Date 04/23/2012

Authorizing Official on Behalf of the Other Agency

41. Signature	Typed Name and Title	Date
	Marlene M. Marcellay, Contracting Officer (See DOT attached form)	4/25/12

EPA Form 1610-1 (Rev. 11-09) Previous editions are obsolete.

FHWA AGENCY AGREEMENT Project: EPA Avery Landing Removal Action Project ID PFH 50(9)	FHWA Agreement No: DTFH70-12-X-30003 Other Agency's Agreement No: RW-69-92358101-0
(check one) ☑ FHWA is the Requesting Agency ☐ FHWA is the Servicing Agency	EFFECTIVE DATE: See Block 8c. Signature Date EXPIRATION DATE: See Section III. Term of Agreement

1. AGREEMENT. This Reimbursable Agreement (including the attached standard conditions) constitutes the entire agreement between the requesting agency and the servicing agency.

2a. AUTHORITY OF REQUESTING AGENCY: (check all that apply)

☐ 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when WFLHD is the requesting federal agency and Federal, state agencies, civil subdivisions of a state, or Tribes who will perform services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.)

☑ 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)

2b. AUTHORITY FOR SERVICING AGENCY:

☐ 23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when WFLHD is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.

☐ 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when WFLHD is the requesting federal agency and Federal, state agencies, civil subdivisions of a state, or Tribes who will perform services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.)

☐ 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)

3a. REQUESTING AGENCY ADDRESS	3b. SERVICING AGENCY ADDRESS
Federal Highway Administration Western Federal Lands Highway Division 610 East Fifth Street Vancouver WA 98661-3801	U.S. Environmental Protection Agency 1200 Pennsylvania Avenue NW (3903R) Washington, D.C. 20460.
4a. FHWA Accounting & Appropriation Data: 1517160500009 532.CN.F15E.16 1716000000 25304 $3,000,000	4b. SERVICING AGENCY Accounting & Appropriation Data:
5. FUND AMOUNT Amount Obligated by this Action: $3,000,000.00	6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) ☑ Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.) ☐ Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV. See "Financial Administration" portion of this document for further details.
7a. FHWA FINANCE CONTACT 1. 8-digit Agency Location Code (ALC): 69-05-0001 2. Dunns Number: 139-768-597 3. TAS #69-8083 4. Finance Office Contact: Julie Morris 5. Finance Phone: (360) 619-7983 6. Finance FAX: (360) 619-7945 7. Finance email : julie.morris@dot.gov	7b. SERVICING AGENCY FINANCE CONTACT 1. 8-digit Agency Location Code (ALC): 68-01-0727 2. DUNS #: 029-128-894 3. Tax ID #: 52-0852695 4. Finance Office Contact: Jeffrey J. Marsala 5. Finance Phone: (513) 487-2056 6. Finance Fax: (513) 487-2545 7. Finance email : marsala.jeffrey@epa.gov
8a. FHWA APPROVAL (Name & Title - (type or print) Marlene M. Marcellay, Contracting Officer	9a. OTHER AGENCY APPROVAL (Name & Title - type or print) Francis Roth, Chief FISB/GIAMD
b. Signature: Marlene M. Marcellay c. Date: 4/25/12	b. Signature: Michelle Messick for c. Date: 4/23/12
d. Phone: (360) 619-7565 Email : Marlene.Marcellay@dot.gov	d. Phone: 202.564.5311 Email: roth.francis@epa.gov

EPA AVERY LANDING REMOVAL ACTION

I. INTRODUCTION

State: Idaho

Project Name: Avery Landing Removal Action Site, ID PFH 50(9)

Project Location: This Agreement addresses the cleanup of soil contaminated by oil and hazardous substances beneath the existing United States owned right of way on a section of Forest Highway 50 near Avery Landing, Idaho. The project includes excavation and disposal of contaminated soils and reconstruction of the highway.

Purpose of this Agreement: This Agreement documents the intent of the parties and clarifies the responsibilities of each for the funding, environmental analysis, and construction award and administration for the project.

Authority: This Agreement is entered into by the undersigned parties pursuant to the provisions of 31 U.S.C. 1535.

Project Understanding: EPA has identified contamination of soils and groundwater in an area along the St. Joe River in Idaho known as the Avery Landing Site. Soil and groundwater at the Site are known to contain petroleum hydrocarbons and hazardous substances, apparently associated with the site's historical use as a railroad roundhouse and maintenance facility. Petroleum hydrocarbons and hazardous substances at the Site are discharging to the St. Joe River in violation of the Clean Water Act. In addition, substances subject to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) have been found at the Site. A plume of light nonaqueous phase-liquid (LNAPL) extends from the northern edge of the Site toward the St. Joe River. Releases to the St. Joe River have occurred and are still occurring as a result of migration of petroleum hydrocarbons and hazardous substances. The petroleum constituents consist primarily of petroleum hydrocarbons in the diesel and Bunker oil range. The extent of contamination on United States property along Forest Highway 50 was not previously fully unknown. FHWA and EPA conducted or provided oversight of studies at the Site and determined that there were petroleum hydrocarbons on the property owned by the United States at the Site. FHWA has worked with EPA through the investigation process and is now requesting EPA to perform the clean-up of the United States property at the Site.

II. STATEMENT OF WORK

Environmental Protection Agency = EPA
Western Federal Lands Highway Division = FHWA

This statement of work covers the final packaging/advertising for contract award, administration during construction, and construction close out process for the ID PFH 50(9) Avery Landing project. FHWA has enclosed a Avery Landing - 2012 Removal Action Work Plan (ATTACHMENT 1) and a Avery Landing -FH 50 Road Reconstruction contract package (ATTACHMENT 2) (this package assumes EPA with their contractor will complete all excavation requirements for the cleanup, the FHWA package is only for rebuilding the excavated roadway) to be used as the work plan and road reconstruction requirements for the St Joe River road.

1. **Construction Contract Management (CM)**

EPA will perform all construction contract management for the project, which includes:

- Awarding contract for reconstruction of Highway 50
- Processing and payment of contractor monthly pay requests
- Ensuring all contract requirements are met, including:
  - On-Site testing and confirmation requirements that the contaminated soils have been removed and properly disposed of off-Site;
  - On-Site sampling and testing to assure roadway is constructed as specified in the contract package;
  - On-Site survey and inspection to assure roadway is constructed as specified in the contract package; and;
  - Wage rate compliance (Federal Davis Bacon Wage Rates).

2. **EPA Submittals**

EPA will prepare the following submittals for FHWA review:

- Site-specific Sampling Plan (SSSP) or EPA equivalent; and
- Removal Action Report documenting the removal operation, the actions taken, the resources committed, and the problems encountered.

3. **Construction Engineering/Construction Inspection (CE/CI)**

EPA will administer the construction of the project by providing the following:

- Inspection of the construction;
- Quality Assurance (QA) of the contractor's Quality Control (QC);
- Collection and analysis of soil samples to confirm compliance with cleanup objectives;
- Calculation or verification of quantities for bid items;
- Required quality certifications for bid items;
- Pre-construction meeting with meeting notes;
- Final acceptance of construction; and
- Final acceptance of cleanup.

4. **Regulatory Compliance**

All response actions at the Site shall be consistent with CERCLA, 42 U.S.C. § 9601 *et seq.* and the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300.

5. **Administration**

EPA may track employee time spent administering the project and related costs and invoice the time and/or costs as a reimbursable expense. Reimbursable time and costs may include, but are not limited to the following:

- Managing the highway replacement contractor during construction activities
- Plans and Specifications package reviews

- Recording of documents
- Copies
- Costs of required audits
- Independent review of contract management
- Cost for A/E consultants for the Design and or Construction management/Construction Engineering/Construction Inspection of the project

EPA is performing cleanup activities and oversight of cleanup activities for the entire Avery Landing Site, which is comprised of parcels of real property owned by Larry and Ethyl Bentcik, Potlatch Land and Lumber, LLC, the United States, and the State of Idaho. For the purpose of facilitating cleanup agreements, but in a non-binding manner, EPA apportioned cost among these parties by examining the relative costs for the major phases of the cleanup such as excavation, transportation, and disposal of materials, for each parcel. EPA also estimated the relative common (or shared) costs such as project planning, design, and management for the Site. EPA will track the direct costs for each parcel, as well as apportioned percentages of common costs for the Site. Indirect costs incurred by EPA and its contractor will also be included in the total payment amounts to be made by FHWA.

6. FHWA Role

The role of the FHWA on the project is to:

- Provide oversight and verification of the bid procedures;
- Make site visits during construction to assure completeness and progress of construction;
- Review and approve any plan changes effecting the final roadway configuration;
- Conduct at least two removal action site verification reviews;
- Provide inspection and construction management assistance for the re-construction of the highway and paving operations; and
- Attend the final project walk-through.

7. **Completed Construction:** EPA will provide FHWA with a copy of the Removal Action Final Report which will include final acceptance to the highway replacement contractor, meeting notes from the final walk-through, photographs of the completed construction project, documentation of final quantities of materials removed, equipment hours, man hours, and direct expenses. EPA will also provide all sampling and testing results and final roadway as-built plans specified in the contract package.

8. Cost Budget

The cost of the work for this Agreement is **Not to Exceed $3,000,000** unless an amendment to the Agreement is made in writing and agreed to by both parties. FHWA will pay EPA for costs associated with the cleanup of contaminated materials from United States owned land, including direct and common costs and the associated indirect costs. EPA will submit all invoices to FHWA for these actual and reasonable costs incurred for reimbursement. **See Section IV, C. Reimbursable Payment**. Burden shall only apply to EPA labor costs only. All consultants, their subconsultants, contractors and their subcontractors, and any and all indirect costs shall be directly passed onto FHWA without overhead or burdening applied.

EPA Direct Labor, Including Overhead
120 days @ $300/day $36,000

EPA Direct Expenses and Travel	$64,000
EPA Consultant	$500,000
EPA IDIQ Contractor	$400,000
EPA IDIQ Subcontractors	$2,000,000
Total Not to Exceed =	$3,000,000

III. TERM OF AGREEMENT – Period of Performance

The terms and conditions of this agreement shall become effective with and upon execution by FHWA Contracting Officer and shall remain in effect for the Period of Performance through December 2, 2014, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

IV. FINANCIAL ADMINISTRATION

Estimated Costs: FY 2012 $3,000,000

A. Total Agreement Amount: See block #5, cover page, for funds obligated by this agreement. Funding Citations: See blocks 4a & 4b, of cover page.

B. IPAC: In accordance with the Debt Collection Improvement Act of 1996, all payments from FHWA to EPA must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for FHWA is 69-05-0001. For IPAC payment by FHWA, EPA will submit billings to FHWA with supporting documentation as costs are incurred by EPA, and one final and complete billing marked **Final Invoice** for reimbursement of all eligible costs incurred not later than 180 days after satisfactory completion of the work pursuant to the provisions of Title 23 CFR 645.117.

C. Reimbursable Payment: EPA is authorized to bill as costs are incurred and authorized, and should correspond to actual IPAC payment submission. The servicing agency is **limited to recovery of "actual costs"*** only, with a progress report reflecting the progress to the date of the invoice. The report will note obstacles encountered, suggested solutions, progress to date, and identify costs and expenses as stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section II, B. Cost Budget. Include back-up data with each request for payment. Back-up data includes all documents needed to support the requested IPAC reimbursement, such as record of contract payments, receipts, payrolls, and so on.

**Actual Costs = EPA staff Burden Labor (Overhead Applied) plus costs of all directs expenses without burdening. For example: housing, vehicles, consultants, sub-consultants, contractors and sub-contractors, etc. (unburden).*

Submit cost support documentation and Progress Report to:

Julie Morris, Finance Technician
Western Federal Lands Highway Division
610 East Fifth Street
Vancouver WA 98661-3801

D. Administrative Fee: Unless otherwise explicitly stated in this Agreement, FHWA shall not be liable for any additional administrative fees.

V. KEY OFFICIALS

REQUESTING AGENCY – FHWA/Western Federal lands Highway Division WFLHD
Contact: Michael Traffalis, COR
Voice: (360) 619-7787
Fax: (360) 619-7845
Email: Michael.Traffalis@fhwa.dot.gov

SERVICING AGENCY- Environmental Protection Agency, USEPA Coeur d'Alene Field office
Contact: Earl Liverman, COR
Voice: (208) 664-4858
Fax: (208) 664-5829
Email: liverman.earl@epa.gov

VI. SPECIAL PROVISIONS

Any resultant contract must be issued with the Davis Bacon wage rate regulations.

VII. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

VIII. AGREEMENT COMPLETION

When the FHWA has accepted all deliverables, EPA will provide a final Removal Action Report FHWA.

IX. TERMINATION

Either agency may terminate this agreement upon 30-calendar day (or as designated in the statement of work) prior written notification to the other agency. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. Otherwise, the Agreement will terminate upon the expiration date specified in Section III, Term of Agreement, unless the period of performance is extended by amendment to the agreement and as agreed by both parties.

X. Agreement Standard Conditions

Financial

1. Funding. In no case will EPA make commitments or expenditures beyond 100% of funds obligated under this Agreement as modified.

2. Additional funds. FHWA and EPA shall closely monitor funds. The agencies may increase the total obligation by modifying this Agreement.

3. Duration of the Agreement. When Agreement performance is expected to extend beyond the funding limits of FHWA's appropriation, the Agreement may be extended provided the agencies have executed a modification using new funding.

4. Agreement Closeout. Upon receipt of the final accounting of project costs, FHWA will close the EPA account. The remaining balance in the Agreement account will be de-obligated by the FHWA Finance Office upon receipt of approved close-out documentation by the Contracting Officer.

Laws

5. Compliance with Applicable Laws. Both parties agree to comply with authorities, laws and regulations cited in this document.

6. 508 Compatibility. Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.

7. Competition Requirements for Servicing Agency. All acquisitions awarded by EPA in performance of this Agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369.

Administration

8. Responsibilities. The FHWA COR and the EPA designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.

9. Third Party Liability. With respect to third-party liability for acts arising out of the performance of official duties by a government employee of EPA, EPA undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, EPA representative shall have the duty of investigating and reporting, in accordance with EPA's regulations and policies, incidents occurring on, or involving that EPA's real property, and FHWA agrees to cooperate fully in such investigations.

10. Disputes. Agency employees responsible for the administration of this Agreement will be the initial points of contact for any disputes arising under this Agreement. Disputes may be submitted in writing to either of these persons. Any disputes that are not resolved at this level may be referred to their respective agency's reviewing official for resolution. Pending the resolution or claim pursuant to this article, the parties agree that performance of all obligations shall be pursued diligently in accordance with terms and conditions of the Agreement.

Other

11. Property. Purchase of equipment required for performance of the work must be authorized by the agreement.

12. Travel. All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.