United States Environmental Protection Agency
Washington, DC 20460

Interagency Agreement/ Amendment

Part 1 - General Information

1. EPA IA Identification Number
DW-96-94203701 - 3

2. Funding Location by Region EPA R2

3. Other Agency IA ID Number (if known)

4. Awarding Office
IASSC West

5. Type of Action
No Cost Amendment

6. IA Specialist:
Aaron Simril
206-553-0459
Simril.Aaron@epa.gov

7. Name and Address of EPA Organization
US Environmental Protection Agency
IASSC West
1200 Sixth Avenue, Suite 900, OMP-145
Seattle, WA 98101

8. Name and Address of Other Agency
U.S. Army Corps of Engineers EM CX
1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES)
Omaha, NE 68102-9200

9. DUNS: 029128894
10. BETC: DISB
11. DUNS: DOD964126
12. BETC: COLL

13. Project Title and Description

Brook Industrial Park Superfund Site, Oversight of Groundwater Remedial Action

Oversight of Groundwater Remedial Action for Brook Industrial Park Superfund Site, Bound Brook, New Jersey (EPA ID#: NJD078251675).

This amendment extends the budget/project period to 12/31/2014 and updates the IA Terms and Conditions.

14. EPA Project Officer (Name, Address, Telephone Number)
Justin Gottesman
290 Broadway (ERRD/PSB/CMS)
New York, NY 10007-1866
212-637-4303
E-Mail: Gottesman.Justin@epa.gov
FAX: 212-637-3083

15. Other Agency Project Officer (Name, Address, Telephone)
Marvene L. Seaman
1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES)
Omaha, NE 68102-9200
402-697-2425
E-Mail: marvene.l.seaman@usace.army.mil
FAX: 402-697-2613

16. Project Period: 01/30/2005 to 12/31/2014
17. Budget Period: 01/30/2005 to 12/31/2014

18. Scope of Work (See Attachment)

The Scope of Work remains the same.

Rich Puvogel is the EPA RPM and he can be reached at (212) 637-4410.

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
CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580

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	$150,000	$0	$150,000
26. EPA In-Kind Amount			$0
27. Other Agency Amount			$0
28. Other Agency In-Kind Amount			$0
29. Total Project Cost	$150,000		$150,000

30. Fiscal Information

Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt

244933

Part II - Approved Budget

EPA IAG Identification Number
DW-96-94203701 - 3

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	$53,346			$53,346
(b) Fringe Benefits	$26,673			$26,673
(c) Travel	$9,999			$9,999
(d) Equipment	$0			$0
(e) Supplies	$0			$0
(f) Procurement / Assistance	$0			$0
(g) Construction	$0			$0
(h) Other	$3,000			$3,000
(i) Total Direct Charges	$93,018	$0	$0	$93,018
(j) Indirect Costs:	$56,982	$0	$0	$56,982
Charged - Amount Rate: % Base: $ Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount $				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	$150,000	$0	$0	$150,000

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 Procure/Assistance agreements? ☐ Yes ☒ No

Type of Procure/Assistance Agreement

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
	Total $ 0.00	

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

Part IV - Acceptance Conditions	EPA Identification Number DW-96-94203701 - 3

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 West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101	**39. Organization/Address** US Environmental Protection Agency R2 - Region 2 290 Broadway New York, NY 10007-1866

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit	Date 11/30/2012

Authorizing Official on Behalf of the Other Agency

41. Signature	Typed Name and Title	Date

Administrative Conditions

USACE Special Terms and Conditions - updated March 2012

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. **Cost Documentation Requirements**

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.

- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.

- Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

- Supplies and Equipment - EPA authorizations to purchase non-expendable property of $1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. **Reporting Requirements**

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site

activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountering during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. **The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager.** If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. **Cost Recovery**

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation to provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. **Cost Collection Upon Cancellation**

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. **Record Retention Requirements**

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. **Audits**

a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.

b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. **Final Inspection and Certification**

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection , as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. **Financial Closeout**

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. **Other EPA Involvement**

a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

b. If the Direct Fund Cite Method does <u>not</u> apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. **Procurement**

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. **Equipment Disposition**

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. **Minority Business Utilization**

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: https://www.fpds.gov/fpdsng_cms/.

13. **Project Specific Conditions**

a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.

b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.

c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).

d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.

e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.

f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.

g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.

h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentially. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's

Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. **Resolution of Disagreements**

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. **Quality Assurance**

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at:
http://www.epa.gov/fedfac/documents/qualityassurance.htm and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP

Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. **Lab Certification Requirements**

It is It is required that any environmental laboratory utilized by the USACE shall be currently certified or accredited for the matrix and analysis which are to be conducted for any work performed pursuant to this IA, by one of the following accreditation/certification programs: National Environmental Laboratory Accreditation Program (NELAP), American Association for Laboratory Accreditation (AALA), a current certification issued by a program conducted, or approved, by a State and acceptable to USEPA, or the contracted laboratory is currently participating in the USEPA Contract Laboratory Program.

17. **Electronic Data Deliverables**

When conducting work for Region 2, USACE will provide electronic submittal of sampling and geologic data in accordance with R2 policies, guidelines, and formats. The R2 Electronic Data Deliverable (EDD) is a standardized format for all submittals. The USACE is responsible for reviewing and approving any USACE contractor work for consistency with R2 EDD requirements. The R2 EDD Guidance and Requirements includes instruction manuals and data submission and validation files. The most recent EDD Guidance and Requirements can be found at: http://www.epa.gov/region02/superfund/medd.htm.

18. **Green Remediation Requirements**

The USACE shall shall use technologies and practices that are sustainable in accordance with EPA Region 2 Clean and Green policy (March 2009) found at http://epa.gov/region2/superfund/green remediation/. At the direction of the EPA RPM or EPA Project Officer, the USACE shall incorporate requirements for the appropriate practices into the terms of its contracts consistent with the EPA Region 2 Clean and Green policy. The USACE shall report monthly on the use of these technologies and practices, including the associated quantities of materials reduced, reused, or recycled as a direct result of these practices, for all remedial activities conducted under this IA within its monthly status report submission.

19. **Sufficient Progress**

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

Programmatic Conditions

All Programmatic Terms and Conditions remain the same.

END OF DOCUMENT

United States Environmental Protection Agency
Washington, DC 20460

Interagency Agreement/ Amendment

Part 1 - General Information

1. EPA IA Identification Number DW-96-94203701 - 3	2. Funding Location by Region EPA R2
3. Other Agency IA ID Number (if known)	4. Awarding Office IASSC West
5. Type of Action No Cost Amendment	6. IA Specialist: Aaron Simril 206-553-0459 Simril.Aaron@epa.gov

7. Name and Address of EPA Organization US Environmental Protection Agency IASSC West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101	8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200

9. DUNS: 029128894	10. BETC: DISB	11. DUNS: DOD964126	12. BETC: COLL

13. Project Title and Description

Brook Industrial Park Superfund Site, Oversight of Groundwater Remedial Action

Oversight of Groundwater Remedial Action for Brook Industrial Park Superfund Site, Bound Brook, New Jersey (EPA ID#: NJD078251675).

This amendment extends the budget/project period to 12/31/2014 and updates the IA Terms and Conditions.

14. EPA Project Officer (Name, Address, Telephone Number) Justin Gottesman 290 Broadway (ERRD/PSB/CMS) New York, NY 10007-1866 212-637-4303 **E-Mail:** Gottesman.Justin@epa.gov **FAX:** 212-637-3083	15. Other Agency Project Officer (Name, Address, Telephone) Marvene L. Seaman 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 402-697-2425 **E-Mail:** marvene.l.seaman@usace.army.mil **FAX:** 402-697-2613
16. Project Period: 01/30/2005 to 12/31/2014	17. Budget Period: 01/30/2005 to 12/31/2014

18. Scope of Work (See Attachment)

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Rich Puvogel is the EPA RPM and he can be reached at (212) 637-4410.

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 CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580	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
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Part II - Approved Budget

EPA IAG Identification Number
DW-96-94203701 - 3

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(d) Equipment	$0			$0
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(f) Procurement / Assistance	$0			$0
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(i) Total Direct Charges	$93,018	$0	$0	$93,018
(j) Indirect Costs:	$56,982	$0	$0	$56,982
Charged - Amount Rate: % Base: $ Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount $				
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	$150,000	$0	$0	$150,000

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 Procure/Assistance agreements? ☐ Yes ☒ No

Type of Procure/Assistance Agreement

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
	Total $ 0.00	

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.
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☐ 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

Part IV - Acceptance Conditions	EPA Identification Number DW-96-94203701 - 3

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 West 1200 Sixth Avenue, Suite 900, OMP-145 Seattle, WA 98101	39. Organization/Address US Environmental Protection Agency R2 - Region 2 290 Broadway New York, NY 10007-1866

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit	Date 11/30/2012

Authorizing Official on Behalf of the Other Agency

41. Signature	Typed Name and Title	Date
Richard E Hajdu for	Joseph J. Seebode, Deputy District Engineer for Proj & Prog Mgmt	11/30/2012

Administrative Conditions

USACE Special Terms and Conditions - updated March 2012

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.

- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.

- Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

- Supplies and Equipment - EPA authorizations to purchase non-expendable property of $1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site

activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountering during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. **The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager**. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. **Cost Recovery**

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation to provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. **Cost Collection Upon Cancellation**

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. **Record Retention Requirements**

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. **Audits**

a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.

b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. **Final Inspection and Certification**

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. **Financial Closeout**

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. **Other EPA Involvement**

a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

b. If the Direct Fund Cite Method does <u>not</u> apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).

c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. **Procurement**

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. **Equipment Disposition**

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. **Minority Business Utilization**

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: https://www.fpds.gov/fpdsng_cms/.

13. **Project Specific Conditions**

a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.

b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.

c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).

d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.

e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.

f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.

g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.

h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentially. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's

Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid . If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. **Resolution of Disagreements**

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. **Quality Assurance**

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies , guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at:
http://www.epa.gov/fedfac/documents/qualityassurance.htm and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP

Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. **Lab Certification Requirements**

It is It is required that any environmental laboratory utilized by the USACE shall be currently certified or accredited for the matrix and analysis which are to be conducted for any work performed pursuant to this IA, by one of the following accreditation/certification programs: National Environmental Laboratory Accreditation Program (NELAP), American Association for Laboratory Accreditation (AALA), a current certification issued by a program conducted, or approved, by a State and acceptable to USEPA, or the contracted laboratory is currently participating in the USEPA Contract Laboratory Program.

17. **Electronic Data Deliverables**

When conducting work for Region 2, USACE will provide electronic submittal of sampling and geologic data in accordance with R2 policies, guidelines, and formats. The R2 Electronic Data Deliverable (EDD) is a standardized format for all submittals. The USACE is responsible for reviewing and approving any USACE contractor work for consistency with R2 EDD requirements. The R2 EDD Guidance and Requirements includes instruction manuals and data submission and validation files . The most recent EDD Guidance and Requirements can be found at: http://www.epa.gov/region02/superfund/medd.htm.

18. **Green Remediation Requirements**

The USACE shall shall use technologies and practices that are sustainable in accordance with EPA Region 2 Clean and Green policy (March 2009) found at http://epa.gov/region2/superfund/green remediation/. At the direction of the EPA RPM or EPA Project Officer, the USACE shall incorporate requirements for the appropriate practices into the terms of its contracts consistent with the EPA Region 2 Clean and Green policy. The USACE shall report monthly on the use of these technologies and practices, including the associated quantities of materials reduced, reused, or recycled as a direct result of these practices, for all remedial activities conducted under this IA within its monthly status report submission .

19. **Sufficient Progress**

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

Programmatic Conditions

All Programmatic Terms and Conditions remain the same.

END OF DOCUMENT