DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
WASHINGTON, D.C. 20310-0103

06 JUL 1995

MEMORANDUM FOR THE DIRECTOR OF CIVIL WORKS

SUBJECT: Delegation of Authority to Perform Work for the Department of Energy, Morgantown Energy Technology Center

Pusuant to the attached Master Interagency Agreement for the Department of Army to support the Department of Energy, Morgantown Energy Technology Center (DOE/METC) the Corps of Engineers is hereby delegated authority to perform all services on behalf of the Department of Army in fulfillment of the terms of the Master Interagency Agreement. The Corps should designate a principal representative to serve as DA Program Manager for work under this agreement, as required under Article VIII of the agreement.

In our annual report to the Office of Management and Budget (OMB) on all Support for Others work, the Corps should include information on work performed for DOE/METC under this agreement during the preceeding fiscal year and estimate the projected workload for the coming year. We will continue to submit this report to OMB early in the second quarter of each fiscal year.

John Zirsenky

John H. Zirsenky
Acting Assistant Secretary of the Army
(Civil Works)

Attachment

DOE Form 1270.1#
(9-80)

U.S. DEPARTMENT OF ENERGY

INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to
Economy Act of 1932 (32 U.S.C. 1535), P.L. 95-91

1. IDENTIFICATION

a. DOE IA No.: **DE-AI21-94MC31183**

b. Other agency IA No.:

c. Modification No.: **M003**

d. Task order No.:

2. TYPE OF ACTION:

☐ New Award ☒ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:

Master Interagency Agreement: Engineering Technical Support

This modification: extend period of performance through June 30, 2015

4. AGREEMENT PERIOD (*month, day, year*)

From: **08/18/1994** To: **06/30/2015**

5. FINANCIAL

a. Accounting and Appropriation Data:
N/A

b. Funding sources

	$
	$
	$
DOE	$0
Agency	$0
Total Funding	$0

c. Method of Payment:

☐ Advance ☒ Reimbursement ☐ Progress

d. Amount obligated this action: **$0**

e. Invoices, if any, submit to:
U.S. DOE/National Energy Technology Laboratory
ATTN:
ADDRESS
ADDRESS

f. Voucher Form to be used: **IPAC**

6. DOE PROGRAM OFFICER

Name: **John McDowell**

Address: **U.S. DOE/National Energy Technology Laboratory**
3610 Collins Ferry Road, P. O. Box 880
Morgantown, WV 26507-0880

Telephone No.: **(304) 285-5460**

7. PERFORMING AGENCY

a. Name: **Department of Army**

b. Address: **502 8th Street**
Huntington, WV 25702-2070

Attention: **(304) 399-5083**

c. Program Director:

Name: **Coy W. Miller**

Address: **US Army Corps of Engineers**
502 8th Street
Huntington, WV 25702-2070

Telephone No.: **(304) 399-5699**

8. ISSUING AGENCY:
U.S. DOE/National Energy Technology Laboratory
ATTN: Kaye Bloniarz-Cook
3610 Collins Ferry Road, P. O. Box 880
Morgantown, WV 26507-0880
Telephone No.: (304) 285-4827

9. PERFORMING AGENCY ACCEPTANCE:

Coy W. Miller 6/28/04
(signature) (date)

Name (*typewritten*): Coy W. Miller, P.E.
Title (*typewritten*): Deputy District Engineer for Project Management
Telephone No.: (304) 399-5699

10. DOE CONTRACTING OFFICER:

6/28/04
(signature) (date)

Name (*typewritten*): **James C. Knudsen**
Title (*typewritten*): **Contracting Officer**
Telephone No.: **(304) 285-4530**

DOE Form 1270.1#
(9-80)

U.S. DEPARTMENT OF ENERGY

INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to
Public Law 95-91, Public Law 93-438 (Energy Reorganization Act of 1974), Economy Act of 1932

1. IDENTIFICATION
   a. DOE IA No.: DE-AI21-94MC31183
   b. Other agency IA No.:
   c. Modification No.: M002
   d. Task order No.:

2. TYPE OF ACTION:
☐ New Award ■ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION: MASTER INTERAGENCY AGREEMENT: "ENGINEERING TECHNICAL SUPPORT"

THIS MOD: extend period of performance from July 1, 2000 through June 30, 2005

4. AGREEMENT PERIOD (*month, day, year*)

From: 08/18/94 To: 06/30/05

5. FINANCIAL

a. Accounting and Appropriation Data:

b. Funding sources

$

$

$

DOE $

Agency $

Total Funding $

c. Method of Payment:

☐ Advance ■ Reimbursement ☐ Progress

d. Amount obligated this action: $

e. Invoices, if any, submit to:
U.S. Department of Energy
Oak Ridge Financial Services Center
P O Box 4787
Oak Ridge, TN 37831

f. Voucher Form to be used:

Standard Form 1080

6. DOE PROGRAM OFFICER

Name:
John McDowell

Address: U.S. Department of Energy
National Energy Technology Laboratory
626 Cochrans Mill Road
PO Box 10940
Pittsburgh,PA15236-0940

Telephone No.: (412) 892-6175

7. PERFORMING AGENCY

a. Name:
US Army Corps of Engineers

b. Address:
502 8th Street
Huntington, WV 25701-2070

Attention:
(304) 529-5083

c. Program Director:
Name: Ron L. Keeney

Address: U S Army Corps of Engineers
502 8th Street
Huntington, WV 25702-2070

Telephone No.: (304) 529-5289

8. ISSUING AGENCY:
Department of Energy
National Energy Technology Laboratory,
ATTN: Kaye Bloniarz-Cook
Morgantown, WV 26505
Telephone No.: (304) 285-4827

9. PERFORMING AGENCY ACCEPTANCE:

Ron Keeney (signature) 24 May 00 (date)

Name (*typewritten*): Ron Keeney

Title (*typewritten*): Deputy District Engineer for Project Management

Telephone No.: (304) 529-5699

10. DOE CONTRACTING OFFICER:

(signature) 24 May 00 (date)

Name (*typewritten*): Randolph R. Cooper

Title (*typewritten*): Contracting Officer

Telephone No.: (304) 285-4160

DOE Form 1270.1
(9-80)

U.S. DEPARTMENT OF ENERGY

INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to
PUBLIC LAW 95-91, PUBLIC LAW 93-438
(ENERGY REORGANIZATION ACT OF 1974),
ECONOMY ACT OF 1932

1. IDENTIFICATION
a. DOE IA No.: DE-AI21-94MC31183
b. Other agency IA No.:
c. Modification No.: M001
d. Task order No.:

2. TYPE OF ACTION:
☐ New Award ☒ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:
MASTER INTERAGENCY AGREEMENT: "ENGINEERING TECHNICAL SUPPORT"
THIS MOD: extend period of performance from August 18, 1999 to June 30, 2000

4. AGREEMENT PERIOD *(month, day, year)*
From: 08/18/94 To: 06/30/00

5. FINANCIAL
a. Accounting and Appropriation Data:

b. Funding sources

	$
	$
	$
DOE	$
Agency	$
Total Funding	$

c. Method of Payment:
☐ Advance ☒ Reimbursement ☐ Progress

d. Amount obligated this action: $ 0

e. Invoices, if any, submit to:
Department of Energy
MORGANTOWN ENERGY TECHNOLOGY CENTER
P.O. BOX 880 (ACCOUNTS PAYABLE)
MORGANTOWN, WV 26507-0880

f. Voucher Form to be used:
STANDARD FORM 1080

6. DOE PROGRAM OFFICER
Name:
Vijendra P. Kothari
Address:
Morgantown Energy Technology Center
P.O. Box 880
Morgantown, WV 26507-0880
Telephone Number: 304/285-4579

7. PERFORMING AGENCY
a. Name:
U. S. Army Corps of Engineers CEORH
b. Address:
502 8th Street
Huntington, WV 25701-2070
Attention:
304/529-5083 CEORH-DL-M
c. Program Director
Name:
Ron L. Keeney, CEORH
Address:
U.S. Corps of Engineers
502 8th Street
Huntington, WV 25701-2070
Telephone No.: 304/529-5699

8. ISSUING AGENCY:
Department of Energy (DOE)
MORGANTOWN ENERGY TECHNOLOGY CENTER
P.O. BOX 880 (ATTN: DAVID BERKEY)
MORGANTOWN, WV 26507-0880

9. PERFORMING AGENCY ACCEPTANCE:
Ron Keeney 31 Mar 99
(signature) (date)
Name *(typewritten)*: Ron L. Keeney
Title *(typewritten)*: Deputy District Engineer for Project Management
Telephone: (304) 529-5699

10. DOE CONTRACTING OFFICER:
(signature) 26 Mar 99
(date)
Name *(typewritten)*: Randolph R. Cooper
Title *(typewritten)*: Contracting Officer

DOE Form 1270.1
(9-80)

U.S. DEPARTMENT OF ENERGY

INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)
Pursuant to
PUBLIC LAW 95-91, PUBLIC LAW 93-438
(ENERGY REORGANIZATION ACT OF 1974),
ECONOMY ACT OF 1932

1. IDENTIFICATION
a. DOE IA No.: DE-AI21-94MC31183
b. Other agency IA No.:
c. Modification No.:
d. Task order No.:

2. TYPE OF ACTION:
☒ New Award ☐ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:
MASTER INTERAGENCY AGREEMENT: "ENGINEERING TECHNICAL SUPPORT"

4. AGREEMENT PERIOD *(month, day, year)*
From: 08/18/94 To: 08/18/99

5. FINANCIAL
a. Accounting and Appropriation Data:

b. Funding sources

	$
	$
	$
DOE	$
Agency	$
Total Funding	$

c. Method of Payment:
☐ Advance ☒ Reimbursement ☐ Progress

d. Amount obligated this action: $ 0

e. Invoices, if any, submit to:
Department of Energy
MORGANTOWN ENERGY TECHNOLOGY CENTER
P.O. BOX 880 (ACCOUNTS PAYABLE)
MORGANTOWN, WV 26507-0880

f. Voucher Form to be used:
STANDARD FORM 1080

6. DOE PROGRAM OFFICER
Name:
Vijendra P. Kothari
Address:
Morgantown Energy Technology Center
P.O. Box 880
Morgantown, WV 26507-0880
Telephone Number: 304/291-4579

7. PERFORMING AGENCY
a. Name:
Department of the Army
b. Address:
Pentagon
Washington, DC
Attention:
703/695-7127
c. Program Director
Name:
Dwight Burns, CEORH
Address:
U.S. Corps of Engineers
502 8th Street
Huntington, WV 25701-2070
Telephone No.: 304/529-5254

8. ISSUING AGENCY:
Department of Energy (DOE)
MORGANTOWN ENERGY TECHNOLOGY CENTER
P.O. BOX 880 (ATTN: R. DIANE MANILLA)
MORGANTOWN, WV 26507-0880

9. PERFORMING AGENCY ACCEPTANCE:
(signature) 6/30/95 (date)
Name *(typewritten)*: John H. Zirschky
Title *(typewritten)*: Acting Asst Secretary of the Army (CW)
Telephone:

10. DOE CONTRACTING OFFICER:
(signature) 7/18/94 (date)
Name *(typewritten)*: G. William Bolyard
Title *(typewritten)*: Contracting Officer

MASTER INTERAGENCY AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
MORGANTOWN ENERGY TECHNOLOGY CENTER
AND
THE UNITED STATES DEPARTMENT OF THE ARMY

I. PURPOSE

This Master Interagency Agreement for "Engineering Technical Support", hereinafter designated "IA", constitutes an agreement on efforts of support to be conducted by the U.S. Department of the Army, hereinafter designated "DA" and the U.S. Department of Energy, Morgantown Energy Technology Center, hereinafter designated "DOE/METC" ("the Parties"). The DA will, to the extent agreed to by the parties, provide engineering, construction management, economic modeling and other technical support to DOE/METC for the management of its Demonstration Projects, Engineering Development Projects, and physical plant.

II. AUTHORITY

This IA is executed under authority of the Economy in Government Act, 31 U.S.C. 1535. The placement of all orders for services under this agreement shall comply with Federal Acquisition Regulation Subpart 17-5 Interagency Acquisitions Under the Economy Act, and Department of Defense Federal Acquisition Regulation Supplement (DFARS), Subpart 217.5, Interagency Acquisitions under the Economy Act.

III. ATTACHMENTS

The following attached documents are considered part of the IA.

Attachment A - General Statement of Work to be performed by DA.
Attachment B - General Provisions.
Attachment C - Special Provisions.

IV. SCOPE OF WORK

The work will be performed within the framework of the General Statement of Work contained in Attachment A, and in accordance with specific Task Orders to be executed

pursuant to this IA. Nothing in this IA shall be construed to require the DOE/METC to use the DA or to require the DA to provide any goods or services to the DOE/METC, except as may be set forth in Task Orders. The IA controls in the event of a conflict between the IA and a Task Order.

V. TASK ORDERS

Task Orders will be issued under this IA to identify specific work requirements including both scope and schedule and to obligate funds. Task Orders from DOE/METC to the DA will be issued on DOE Form 1270.1 (Interagency Agreement - Face Page). These documents also will serve to confirm agreement, understanding, and acceptance of the specific work requirements. No work under this agreement will commence until a properly executed Task Order is made available to the DA and funds are obligated to cover expenses anticipated for the initial period of performance. All Task Orders shall comply with the requirements of the Economy Act.

VI. TASK ORDERING PROCEDURES

A. DOE/METC shall identify work requirements and issue a request for a Task Order proposal to DA. Upon receipt of such a request, the DA will provide a Management Plan (described at Attachment C), which shall include an estimate of costs and schedule, or decline to perform the work. Work under this IA will begin only after cost and schedule determinations are concluded between the parties, issuance of a Task Order by DOE/METC's Authorized Official, and acceptance of the Task Order by the DA's Authorized Official. The Authorized Official for the DOE/METC is the Contracting Officer and for the DA, the Program Director. DOE/METC shall be responsible for all actual costs incurred by the DA in the preparation and execution of all Task Order proposals.

B. As an alternate to the above procedure, the DOE/METC's Authorized Official may, under circumstances of extraordinary urgency, unilaterally issue a Task Order without first issuing a request for task proposal. The DA's Authorized Official, upon receipt of such a Task Order, may accept such Task Order and immediately commence work. Within thirty (30) calendar days after receipt of such a Task Order, DA shall submit a Management Plan to the DOE/METC's Authorized Official which is subject to review, discussion, and subsequent resubmittal. The DA shall neither incur costs in excess of the amount

specified in any Task Order issued pursuant to this paragraph nor perform beyond the initial thirty (30) calendar day period without written authorization of the DOE/METC's Authorized Official.

VII. DELIVERABLES/REPORTS/DUE DATES

A. This IA will become effective at the time of signing and shall remain in effect until amended, modified, or terminated as provided in Article XIII.

B. Task Orders issued by DOE/METC under this IA shall specify the work requirements, reporting requirements, report approval procedures, as well as periods of performance. Deliverables prepared by the DA under this agreement shall comply with the requirements of Article II and, whenever possible, follow the DOE/METC's guidelines.

C. The DA shall provide quarterly and annual reports (Fiscal Year basis) on the overall technical status and cost management of all accepted tasks. The fourth quarter technical and cost management reports shall be considered the annual report and shall be submitted by 30 October of each year. These reports shall be prepared in accordance with Attachment C, Special Provisions and as may be specified in the Task Orders.

VIII. PROGRAM OFFICERS/OFFICIALS

The following individuals will serve as Program Officers/Officials for the purpose of this IA:

A. Signatories of this document are identified in Blocks No. 9 and 10 of the face page and are the only individuals authorized to change this IA.

B. Officials authorized to carry out work undertaken pursuant to the IA and to authorize individual task orders are identified in Blocks 7 and 10 of the face page and are:

(1) DA Program Director.
(2) DOE Contracting Officer.

C. The terms, conditions, or scope of work of Task Orders may only be changed if agreed to by the DOE Contracting Officer and the DA Program Director.

D. The work performed under this agreement is subject to management/monitoring by:

(1) DOE Program Manager to be assigned by the DOE Contracting Officer.

(2) DA Project Manager to be assigned by the DA Program Director.

The DOE Program Manager and the DA Project Manager (or designated representative) will be responsible for coordinating with the other organization in administrating the technical aspects of this agreement. The DOE Program Manager and the DA Project Manager do not have the authority to make any changes to terms, conditions, or work scope of any Task Order issued under this agreement; any proposal for such changes shall be referred to the DOE Contracting Officer and the DA Program Director for action.

IX. OBLIGATION OF FUNDS

DOE/METC will provide clear definition of funding arrangements/requirements for each work item under the General Statement of Work, Attachment A hereto. The funding arrangements/requirements will be specifically defined in the individual Task Orders. Funds will be obligated on each Task Order and approved in accordance with Attachment B, "General Provisions", paragraph C.

The DOE/METC shall pay all costs associated with the DA's provision of goods or services under this Master Interagency Agreement. The DOE/METC shall finance work under this IA on a reimbursable basis. Funds shall be obligated by DOE/METC in advance of financial obligations incurred by the DA for work requested. The DA shall bill the DOE/METC monthly for costs incurred using Standard Form (SF) 1080, Voucher for Transfers Between Appropriations and/or Funds, and the DOE/METC shall reimburse the DA within 30 days of receipt of an SF 1080.

If the DA forecasts its actual costs under a Task Order to exceed the amount of funds available under that Task Order, it shall promptly notify DOE/METC of the amount of additional funds necessary to complete the work under that Task Order. The DOE/METC shall either provide the additional funds to the DA under an amended Task Order, or require that the scope of the work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that Task Order.

Within 90 days of completing the work under a Task Order, the DA shall conduct an accounting to determine the actual

costs of the work. Within 90 days of completion of this accounting, the DA shall return to the DOE/METC any funds advanced in excess of the actual costs as then known, unless there are unsettled claims or anticipated change orders, or the DOE/METC shall, subject to available appropriations, provide any additional funds necessary to cover the actual costs asthen known. Such an accounting shall in no way limit the DOE/METC duty to pay for any costs, such as contract claims or other liabilities, which may become known after the final accounting.

X. PAYMENTS

Payments will be made on the basis of actual costs incurred. Costs incurred on each Task Order may be invoiced on a single invoice, but each Task Order's charges shall be broken out separately in appropriate detail as specified by DOE/METC in accordance with the provisions of Attachment B hereto, and otherwise may be set forth in each Task Order.

XI. PROCUREMENT POLICY

A portion of the work performed under this IA may be contracted with non-agency sources to supplement and support existing expertise.

A. The DA may contract for portions of the work defined in a Task Order. The DA shall encourage competition and award contracts in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and the DA's policies and procedures descending from these regulations. The DA shall make any determinations and findings required by law or regulation and shall be responsible for contract management.

B. The DA may solicit and accept support for portions work defined by Task Orders from other offices within its agency. In doing so, the DA shall be responsible for coordination and management of work performed under such arrangement.

C. All contracts and intra-departmental agreements entered into by the DA under this IA will be coordinated with DOE/METC. Additionally, the DOE/METC Authorized Program Manager may participate upon request by the DA Contracting Officer in the solicitation and evaluation of any bid or proposal for such work pursuant to this IA.

XII. AMENDMENT, MODIFICATION OR TERMINATION

This IA may be modified or amended by mutually written agreement between the signatories to this IA and may be terminated in accordance with Attachment B, "General Provisions", paragraph E.

XIII. RESPONSIBILITY FOR WORK

The DA is responsible for accomplishing all tasks issued under this IA in accordance with applicable law. If there is a failure by the DA to comply with applicable law resulting in liability imposed on the United States, the DOE/METC is responsible for providing the funds necessary to discharge liabilities and the DA will accept non-fiscal responsibility for its actions and will support the DOE/METC requests for additional appropriations as may be required by such failure. The DA shall use its best efforts to provide goods or services either by contract or by in-house effort. The DOE/METC shall obtain for the DA access to all work sites and support facilities, and shall perform all coordination with and obtain, if necessary, any permits from federal, state and local agencies, as necessary during the execution of each Task Order.

XIV. APPLICABLE LAWS

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 the DA shall be governed by DA policies and procedures.

XV. MANIFESTS AND RELATED DOCUMENTS

DA personnel are authorized to execute all manifests and related documents, federal and state, on behalf of the DOE/METC that pertain to work performed under this IA by the DA or its contractors. DA personnel shall annotate the manifests and related documents with the phrase "On behalf of the Department of Energy's Morgantown Energy Technology Center." If applicable state regulations do not permit the DA to sign such documents on behalf of DOE/METC, the DA shall contact the DOE/METC Program Manager for specific guidance. Upon physical completion of work under a Task Order, the DA shall forward manifests and related documents to the DOE/METC. The DA shall retain contract-related documents.

XVI. CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with Federal law and the terms of the individual contract. The DA shall have dispute resolution authority for these claims. Any contracting officers's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The U.S. Army Corps of Engineers Board of Contract Appeals ("ENG BCA") is designated as the appropriate board of contract appeals. In lieu of appealing to the ENG BCA, the contractor may bring an action directly to the United States Court of Federal Claims.

The DA shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The DA shall notify the DOE/METC of any such litigation and afford the DOE/METC an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

XVII. DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the DOE/METC and the DA shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget or such other entity as may be appropriate.

XVIII. LIABILITY

If liability of any kind is imposed on the United States relating to the DA's provision of goods or for its actions, the DOE/METC shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs.

XIX. PUBLIC INFORMATION

Justification and explanation of the DOE/METC's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the

responsibility of the DOE/METC. The DA may provide, upon request, any assistance necessary to support the DOE/METC justification or explanations of the DOE/METC's programs conducted under this IA. In general, the DOE/METC is responsible for all public information. The DA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and the administration process. The DOE/METC or the DA shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to Task Orders under this IA.

XX. MISCELLANEOUS

A. Other Relationships or Obligations

This IA shall not affect any pre-existing or independent relationships or obligations between the DOE/METC and the DA.

B. Survival

The provisions of this IA which require performance after the expiration or termination of this IA shall remain in force notwithstanding the expiration or termination of this IA.

C. Severability

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

XXI. OFFICIALS NOT TO BENEFIT

No officer, employee, special Government employee, or agent of either party shall be admitted to any share or part of this IA or to any benefit that may arise therefrom. This provision shall not be construed to extend to either party contracting for its use or for the public's general benefit.

XXII. NOTICES

All notices, requests, and other communication required by this IA shall be deemed to have been duly given in writing and delivered by mail as follows.

If to the DOE/METC Contracting Officer:

DOE Contracting Officer
U.S. Department of Energy
Morgantown Energy Technology Center
3610 Collins Ferry Road
Morgantown, WV 26507-0880

If to the DA Program Director:

U.S. Army Corps of Engineers
Huntington District
ATTN: CEORH-ED
502 8th Street
Huntington, WV 25701-2070

XXIII. EFFECTIVE DATE

This IA shall become effective when signed by both the DOE/METC and the DA.

Attachment A

STATEMENT OF WORK
Engineering, Construction and Technical Support Services
To be performed by the
U.S. Department of the Army

Scope of Work

The Department of the Army (DA), or assignee per Article VIII of this Interagency Agreement, shall, as agreed to by the parties, furnish personnel, materials, and services necessary to provide technical support to DOE/METC. The DA will provide technical support to the DOE/METC in the management of DOE/METC's Demonstration Projects, Engineering Development Projects, and physical plant. These activities include, but are not limited to:

* Evaluation and monitoring of demonstration and advanced research and development projects.

* Economic assessments of alternative advanced technologies.

* Coordinating the deployment of demonstration projects at the various sites.

* In support of DOE/METC's demonstration project activities, assess and design DOE/METC's and or its contractors environment,safety, and health (ES&H) programs.

* In support of DOE/METC's demonstration project activities evaluate and implement selected DOE/METC's environmental activities.

Task Area 1 - Evaluation and Monitoring of Demonstration and Engineering Evaluation Projects

The DA shall, as agreed to by the parties, evaluate engineering designs and monitor construction of demonstration projects. This effort may include, but is not limited to:

1.1 Review designs for projects to ensure that design drawings, and specifications are complete and sound and design objectives are met. Typical activities may include review of drawings, specifications, and other documentation.

The DA may coordinate participate in design review meetings.

1.2 Monitor the progress of construction activities to ensure that construction is according to the approved design, specifications, schedule and cost constraints. The DA may coordinate and participate in construction review meetings.

1.3 Perform short-term reviews and analyses of projects. Typical activities may include independent cost evaluations, subsystem performance assessment, and operational data analysis.

Task Area 2 - Economic Assessment

The DA shall, as agreed to by the parties, assess the potential commercial impact of advanced technologies based on an evaluation of economic and market information. This assessment may include, but is not limited to:

2.1 Application of existing DA computer-based using DOE/METC supplied data.

2.2 Development of computer-based analytical specific to advanced technology markets and commercial conditions.

2.3 Evaluation of legislative impact on coal use to econometric scenarios.

Task Area 3 - Deployment of Demonstration Projects

The DA shall, as agreed to by the parties, assist DOE/METC in developing and satisfying criteria for the demonstration project's site selection process. This task area may include, but is not limited to:

3.1 Establishing the engineering, administrative, safety, and other specific requirements to be satisfied before a demonstration project can be constructed on a designated site.

3.2 Defining the activities to most effectively meet established in 3.1.

3.3 Providing field representatives at the selected site during planning, design and construction of demonstration projects.

3.4 Providing technical expertise to evaluate proposed activities.

Task Area 4 - Support of the DOE/METC On-Site ES&H Programs for Demonstration Projects

In conjunction with the execution and ongoing review of the construction status of DOE/METC demonstration projects, the DA shall, as agreed to by the parties, assist DOE/METC in developing, assessing, and improving its on-site ES&H programs. The effort may include, but is not limited to:

4.1 Performing independent evaluations of ES&H-related and practices.

4.2 Providing consultation on development of specific practices.

4.3 Providing on-site inspections for demonstration projects with specific ES&H-related issues.

Task Area 5 - Environmental Characterization or Remediation of DOE/METC Demonstration Project Sites

The DA shall, as agreed to by the parties, provide technical support to DOE/METC in characterizing potential environmental problems on its proposed demonstration project sites and, if required, develop and execute remediation strategies to clean up the sites so the new demonstration projects may be executed. The task may include, but is not limited to:

5.1 Conducting site surveys to establish the location and of potential environmental problems.

5.2 Providing support in managing the extraction and disposal of waste materials.

Deliverables

Each task order shall define deliverable requirements.

Attachment B

GENERAL PROVISIONS

A. DEFINITIONS

For purposes of this IA, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "DA" means the United States Department of the Army or any duly authorized representative thereof. Within the context of this IA either party may become a performing entity, depending upon the work requirements defined in individual Task Orders.

B. COSTS CHARGEABLE TO DOE FUNDS

Costs chargeable to DOE funds are the costs that are attributable to the performance of a Task Order under this IA within which DOE assumes financial responsibility. Examples of such costs are salaries, wages, indirects (fringe benefits and overhead), technical services, materials, travel and transportation, communications, facilities, and equipment. Expected costs will be reviewed and approved during negotiation of specific Task Orders.

C. FINANCING

The DOE may finance work under this IA on a reimbursable basis. Funds will be obligated in advance of incurring any financial obligation for work requested. Vouchers for payment will be submitted on Standard Form 1080 and supported by a statement of cost.

D. ACCOUNTING RECORDS

The DA shall accumulate and account for obligations and costs incurred in connection with work being performed under this IA in accordance with accounting practices in standard use within its agency.

E. TERMINATION

This IA may be terminated by mutual agreement of the DOE and the DA or by either party upon ninety (90) days written notice of such termination to the other. DOE may terminate individual Task Orders issued to the DA upon sixty (60) days written notice of such termination to the DA. In the event of such termination, the

DA shall be reimbursed for obligations actually incurred to the effective date of termination, all costs for contract settlement, contract claims, USACE overhead, and for commitments extending beyond the effective date of termination which the DA, in the exercise of due diligence, is unable to cancel. The DA shall provide timely cooperation to the DOE in transferring and/or terminating all on-going contracts and activities prior to the effective date of termination. Payments under a Task Order, including payments under this article, shall be subject to availability of DOE funding.

F. INVENTIONS AND PATENTS

It is the policy of DOE to make the results of any research, development, or demonstration work under this IA available to the public, consistent with applicable laws and regulations. DOE has specific statutory patent policy applicable to these matters, and therefore ordinarily, DOE patent policy shall apply. All patent and technical data matters which may arise under this IA, and any related contracts or subcontracts, shall be coordinated between the DA and the DOE patent counsel. Rights to inventions made by employees of either agency shall be determined by respective agency policy.

G. ENVIRONMENTAL SAFETY AND HEALTH REQUIREMENTS

The DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of any DA or third-party facilities engaged in the performance of DOE work.

Attachment C

SPECIAL PROVISIONS

A. MANAGEMENT PLAN AND REPORTS

(1) MANAGEMENT PLAN

A "Management Plan", which describes the U.S. Department of the Army's (DA's) approach to executing the effort and producing the products identified in the Task Orders pursuant to this IA, as well as the technical, schedule, cost, and financial management control systems to be used to manage that performance, will be developed for each Task Order. The content and level of detail in the Management Plan must be sufficiently comprehensive to describe the planned execution, management, and desired results of the work. This Plan is required one-time after the receipt of the Task Order request, and updated if there are major changes in the execution of the task. Existing materials may be attached as appropriate. The plan should include but not be limited to:

(a) A brief consolidated executive summary permitting general management to quickly comprehend the most significant components of the plan. This summary should be sufficient to present a comprehensive overview of the project and should stress the logical interrelationships among the significant planned components.

(b) An overall description of planned accomplishments, including technical, schedule, cost, and financial results, and how they interrelate.

(2) TECHNICAL PROGRESS REPORT

Technical Progress Reports will be prepared and submitted periodically in accordance with the requirements of each Task Order. Reports will contain a summary of the work performed during a specific reporting period and include the technical and scientific results (both positive and negative) of that period. If a draft Technical Progress Report is required, the U.S. Department of Energy, Morgantown Energy Technology Center (DOE/METC) will review the draft report and provide their comments within 30 days after receipt of the draft report. The report will be resubmitted in final form within 30 days after receipt of DOE/METC's comments.

(3) ANNUAL TECHNICAL STATUS REPORTS

The Annual Technical Status Report will include all Task Order's status and accomplishments. This report will describe all technical accounts of the total work performed under each Task Order. The report will describe the results achieved and the investigations undertaken, and include tabulations of data, figures, photographs, and bibliographic citations in support of the investigations undertaken. Where applicable, the report will summarize all technical progress reports. A draft copy of this report will be submitted to DOE/METC by 30 October of each year. DOE/METC shall be allowed thirty (30) days to review the draft copy and will notify the DA, in writing, of approval or recommended changes.

(4) COST MANAGEMENT REPORT

A "Cost Management Report" will be prepared and will contain actual cost status for the reporting and prior periods, and estimates of dollar costs for the remainder of the fiscal year and the balance of the effort. The report will be provided to DOE/METC periodically (at least quarterly) in a format acceptable to DOE/METC.

(5) MILESTONE SCHEDULE PLAN/STATUS REPORT

A "Milestone Schedule Plan/Status Report", in a format acceptable to DOE/METC, will serve as a dual purpose report to be used first as a baseline plan and then as a status report. Milestone Schedule Plan/Status Reports will be prepared and submitted as specified in each Task Order.

(a) MILESTONE SCHEDULE PLAN

The "Milestone Schedule Plan" will be prepared and submitted in accordance with each Task Order. The Plan will establish the time schedule for accomplishing the planned events and milestones for each reporting category identified in the Task Order. It will encompass each line item or task required by the Task Order. Standard symbols and charting conventions described on the reverse side of the form will be used to chart the intermediate events and milestones of each reporting category. A "Milestone Log", which is included as an attachment to the Milestone Schedule Plan/Status Report, will list intermediate events and critical milestones with the element code, descriptive name of the event or milestone, and the scheduled date of completion.

(b) MILESTONE SCHEDULE STATUS REPORT

The "Milestone Schedule Status Report" will measure the completion status of activities and events shown on the baseline "Milestone Schedule Plan" and will describe planned and accomplished events and milestones, and changes in schedule. It will address each item or task required by the Task Order at the same level of detail as the baseline plan.

B. CONFIDENTIALITY OF INFORMATION

(1) Work under this IA may require that either the DOE or the DA be given access to proprietary business or sensitive business, technical, or financial information. Both agencies shall treat such information as proprietary and agree not to appropriate such information to its own use or to disclose such information to third parties unless required by law or so ordered by a court of competent jurisdiction (including administrative tribunals) or specifically authorized by the party affording such access in accordance with a Task Order in writing. The foregoing obligations, however, shall not apply to:

(a) Information which, at the time of receipt thereof by either party, is in public domain;

(b) Information which is published after receipt thereof by the responsible party or otherwise becomes part of the public domain through no fault of either party;

(c) Information which either party can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from other companies;

(d) Information which either party can demonstrate was received by it from a third party who did not require it to be held in confidence.

(2) Either party may obtain the written agreement, in a form satisfactory to the other party, for each employee permitted access, whereby the employee agrees that they will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the organization directly concerned with the performance of the Task Order.

(3) Each party agrees, if requested by the other party, to sign an agreement identical in all material respects to the provisions of this clause with the DA supplying information to the DOE/METC under Task Orders pursuant to this IA, and to supply a copy of such IA to the DOE/METC. From time to time, upon request of the DOE/METC, the DA shall supply the DOE/METC with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the DOE/METC received such information.

(4) This clause shall flow down to all contracts.

C. ENVIRONMENT, SAFETY, AND HEALTH -- METC ON-SITE WORK

(1) The DA shall take all reasonable precautions in the performance of the work under this IA to protect the safety and health of its employees and of members of the public and to prevent damage to property, materials, supplies, and equipment.

(2) The DA shall comply with applicable orders, regulations, and directives of the U.S. Department of the Army and with the U.S. Army Corps of Engineers safety requirements.

(3) As directed by the DOE/METC Program Manager, the DA's representative(s) shall meet with the S&H Manager to discuss occupational safety and health issues and to continue the development of mutual understanding regarding safety program administration.

(4) The DA shall maintain an accurate record of all accidents incident to work performed under this IA resulting in death; traumatic injury; occupational disease; or damage to property, materials, supplies, or equipment.

The DA shall report accident data on forms provided by the DOE/METC Project Manager. All accidents and/or property damage incidents are to be reported immediately to the DOE/METC Project Manager, who will relay the information to the METC Safety Office.

(5) The DA shall include a safety requirements clause in all subcontracts requiring work at the site. However, such flow down of responsibility shall not relieve the DA of its obligation to assure compliance with the provisions of this clause.