



**DEPARTMENT OF THE ARMY**  
CORPS OF ENGINEERS, SEATTLE DISTRICT  
P.O. BOX 3755  
SEATTLE, WASHINGTON 98124-3755

REPLY TO  
ATTENTION OF:

SEP 16 2013

CENWS-OD-ME-NR

MEMORANDUM FOR James J. Hearn, PhD, Director, Regional Business, P.O. Box 2870,  
Portland, OR 97208-2870

SUBJECT: Request Concurrence on the Determination of Findings Under the Economy Act and Approval to Provide a MIPR to the U.S. Bureau of Reclamation (BOR) for a Facility Vulnerability Assessment Project Report at Five NWS Operating Projects

1. Purpose: To obtain approval to provide a MIPR to the U.S. Bureau of Reclamation (BOR) to conduct facility vulnerability assessments at five operating projects in the Seattle District once concurrence is agreed on the Determination of Findings under the Economy Act.

2. Background/Discussion:

a. This is Economy Act work with the BOR based on an existing Economy Act Agreement (enclosed). The BOR is to conduct Facilities Vulnerability Assessments (Dreissenid mussels) at five of Seattle District's operating projects. There will be no contracts and only the BOR employees will conduct the work. This determination and findings is therefore made pursuant to DoDFMR.

Dreissenid mussels (zebra and quagga mussels) are aggressive biofoulers. They are known to be invasive species and in large quantities may disrupt the mission and operation of Seattle District's five operating dams. The BOR is the pioneering Federal agency with the development and execution of Facility Vulnerability Assessments to identify potential fouling areas in dams and their associated facilities. The Corps plans to utilize the expertise of the BOR on conducting a Facility Vulnerability Assessment. The scope of this work includes the evaluation of five operating dams in the Seattle District. It involves the identification of structures and systems that may be vulnerable to both acute and chronic fouling by invasive dreissenid mussel species. It provides information on available facilities protection options to assist in planning and budgeting should a future infestation occur at any of these facilities. The Corps expects the evaluation to be conducted within 1 Fiscal Year (Fiscal Year 2014) with five finalized reports for each of the operating dam.

b. Request approval of the enclosed Determination of Findings under the Economy Act for the Facility Vulnerability Assessment Project Report at five NWS Operating Projects. The total value is estimated at \$60,000.

CENWS-OD-ME-NR

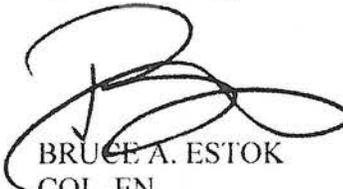
SUBJECT: Request Concurrence on the Determination of Findings Under the Economy Act and Approval to Provide a MIPR to the U.S. Bureau of Reclamation (BOR) for a Facility Vulnerability Assessment Project Report at Five NWS Operating Projects

c. The Determination of Findings is consistent with the 13 December 2012 Memorandum #07-12 for Processing Act Orders within the U.S. Army Corps of Engineers Northwestern Division. The following supporting documents are addressed in the enclosure:

- (1) Funding is available to pay for the support;
- (2) It is the best interests of the U.S. Government;
- (3) The Servicing agency is able to provide the support;
- (4) The type of services cannot be obtained as conveniently or economically by contracting directly with a private source; and
- (5) It does not conflict with any other agency's authority.

3. My point of contact for this request is Ms. Madelyn T. Martinez, Biologist, NRM Section, Operations Division, at (206) 764-6940 or [madelyn.t.martinez@usace.army.mil](mailto:madelyn.t.martinez@usace.army.mil).

Encl



BRUCE A. ESTOK  
COL, EN  
Commanding

Approve /Disapprove



JAMES J. HEARN, SES  
Director, Regional Business



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
**CORPS OF ENGINEERS, SEATTLE DISTRICT**  
P.O. BOX 3755  
SEATTLE, WASHINGTON 98124-3755

CENWS-OD-ME-NR

4 September 2013

MEMORANDUM FOR RECORD

DoDFMR  
Determination and Findings  
Authority to Exercise an Economy Act Order

**Servicing Agency:** United States Department of Interior, Bureau of Reclamation

**Requesting Agency:** Operations Division, Seattle District, Northwestern Division, U.S. Army Corps of Engineers

**SUBJECT:** Transfer of funding to the Bureau of Reclamation (BOR) Under the Economy Act and in accordance with the Interagency Partnership Agreement dated February 11, 2005.

FINDINGS

1. Background. This is an Economy Act work with the Bureau of Reclamation (BOR) based on an existing Economy Act Agreement (Attachment A). The BOR is to conduct Facilities Vulnerability Assessments (Dreissenid mussels) at five of Seattle District's operating projects. There will be no contracts and only the BOR employees will conduct the work. This determination and findings is therefore made pursuant to DoDFMR.

2. Dreissenid mussels (Quagga and Zebra mussels) are aggressive biofoulers. When present in the raw water source, they become a serious fouling problem for all facilities using this water unless defensive steps are taken. There are two main types of fouling; acute and chronic. Chronic fouling occurs when juvenile dreissenid mussels attach themselves to external and internal structures. The juvenile mussels grow in place and reduce or even cut off the water flow. Acute fouling occurs when a large build up of adult mussel shells, alive or dead, becomes detached from upstream locations and is carried by the water flow into piping systems. The large quantities of mussel shells quickly plug small diameter pipes, fixed strainers, filters and heat-exchangers. Such events can occur at unexpected times and, if not anticipated, can have rapid and significant consequences. It is essential that any facility anticipating dreissenid mussel invasion is prepared to deal with both types of fouling. The BOR is the pioneering federal agency with the development and execution of Facility Vulnerability Assessments to identify potential fouling areas in dams and their associated facilities.

3. The Corps will utilize the expertise of the BOR on conducting a Facility Vulnerability Assessment. This entails evaluating each dam in the Seattle District (Albeni Falls, Chief Joseph, Howard Hanson, Libby, and Mud Mountain Dams). It will involve the identification of structures and systems that may be vulnerable to both acute and chronic fouling by invasive dreissenid mussel species. It will provide information on available facilities protection options to assist in planning and budgeting should a future infestation occur at any of these facilities. By the end of fiscal year 2014, the work will end with finalized reports of their findings for each operating projects.
4. Performance of this work by the BOR is in the best interest of the Government and the work is within the Scope of Work of the Interagency Partnership Agreement between the U.S. Army Corps of Engineers (Corps) and BOR (Attachment A).
5. The U.S. Army Corps of Engineers has legal authority to acquire these services.
6. These services conducted by the BOR cannot be obtained as conveniently or as economically by contracting directly with a private source. Market research revealed that similar services conducted by a private firm would cost Seattle District \$85,088.00 and if conducted by Seattle District employees, the cost would be \$65,500.00 for five dams versus \$59,648.00 under the BOR (Attachment B).
7. The servicing agency, BOR, has the necessary resources and technical expertise to conduct the assessments and provide the associated reports. The BOR manages, operates, and maintains flood control and hydro-electric dams similar to the Corps. Since numerous of the BOR's dams were the first to be infested with these invasive species such as Hoover Dam (detected in 2007), the BOR has in-depth knowledge, experience, and skills in the areas that these species can be found in the infrastructures during their yearly inspections; the cost of removing these species; the time to assess the sites; and the extent to control these species from further damaging the infrastructures. This incident particularly at Hoover Dam has pushed the BOR to conduct and support research development, and monitoring that resulted to a vulnerability assessment inspection and a report that could be shared and useful by Corps staff. Because of the BOR's pioneering experience, expertise, and efforts to detect and control the invasive species, Kansas City, Omaha, Walla Walla, and Portland Districts have used the BOR to conduct their vulnerability assessments in their faculties, found their product to be useful for future inspections, and provided the type of consistency that meets NWD's Invasive Species Program.
8. Funds in the amount of \$59,648.00 are available for obligation from the Civil Works Operation and Maintenance Budget for FY 2014 and are designated for this purpose.

9. The support provided by BOR does not conflict with other agency's authority.
10. All work will be performed by BOR employees. No contracting shall be conducted under this economy order.
11. BOR has acknowledged a willingness to undertake the work, and can fully perform the services (Attachment C). The MIPR number for this work is W68MD931516706.

DETERMINATION

Based on the above findings, it is considered in the best interest of the Government to fund BOR to conduct Facility Vulnerability Assessments for five of the operating projects (Albeni Falls, Chief Joseph, Howard Hanson, Libby, and Mud Mountain Dams) in NWS.

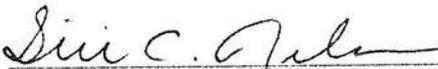
Concur / Do not concur

  
\_\_\_\_\_  
Frances E. Coffey  
Chief, Operation Division  
CENWS-OD

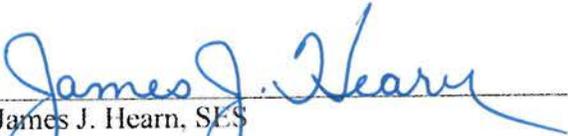
Date: 6 Sept 2013

  
\_\_\_\_\_  
Patricia A. Blackwood  
Chief, Contracting Division  
CECT-NWS

Date: 9/12/2013

  
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Siri C. Nelson  
District Counsel  
CENWS-OC

Date: 9/12/13

  
\_\_\_\_\_  
James J. Hearn, SES  
Director, Regional Business  
CENWD-RB

Date: 9/16/13

Attachments: A – MOA and SA between BOR-USACE  
B – Cost comparison  
C – BOR Signed Scope of Work

**ATTACHMENT A**

MOA and SA between BOR and USACE

**MEMORANDUM OF AGREEMENT BETWEEN  
THE  
U.S. ARMY CORPS OF ENGINEERS  
AND THE  
BUREAU OF RECLAMATION**

**ARTICLE I - PURPOSE AND AUTHORITY**

This two-way Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (Corps) and the Bureau of Reclamation (Reclamation) (collectively "parties") for the purpose of establishing a framework governing the respective responsibilities for the provision of goods and services as described in Article II below. This MOA and any Support Agreement pursuant to this MOA is entered into pursuant to the Economy Act (31 U.S.C. § 1535), and the Partnership Agreement between the Bureau of Reclamation and the U.S. Department of the Army Office of the Assistant Secretary of the Army (Civil Works) signed February 11, 2005.

**ARTICLE II - SCOPE**

a. Goods and services that the Corps may provide under this MOA include planning, design, construction, flood damage reduction, environmental restoration, recreation, research and development, emergency management, hazardous or toxic materials removal, engineering or technical assistance, training and professional development, and such other related goods or services as may be agreed upon in the future.

b. Goods and services which Reclamation may provide under this MOA include water supply management, dam safety, hydropower, technical engineering, construction, fish and wildlife, ecosystem restoration, recreation, emergency management, training and professional development, and such other related goods or services as may be agreed upon in the future.

c. Nothing in this MOA shall be construed to require either party to use the other party or to require either party to provide any goods or services to the other party, except as may be set forth in Support Agreements (SAs).

### ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the Corps and Reclamation, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

### ARTICLE IV - SUPPORT AGREEMENTS

a. In response to requests from one party (the "Ordering Agency") for the other party's (the "Servicing Agency") goods and services, the parties will develop mutually agreed upon written SAs that detail the specific tasks to be completed. Those SAs must be on either Engineer Form 4914-R, Interagency/Support Agreement, or a similar document containing the same information as Department of Defense Form 1144, Support Agreement. SAs must include:

- a detailed scope of work statement;
- schedules;
- funding arrangements, including, for SAs in excess of \$1 million, the amount of any advance payment;
- the amount of funds required and available to accomplish the scope of work;
- the Ordering Agency's funds cite and the date upon which the cited funds expire for obligation purposes;
- identification of individual project managers;
- identification of contracts to be used (if known);
- types and frequencies of reports;
- identification of which party is to be responsible for government-furnished equipment; contract administration; records maintenance; rights to data, software, and intellectual property; and contract audits;
- procedures for amending or modifying the SA;
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods or services;
- Ordering and Servicing Agency's respective line of accounting to include; the appropriation department code, the appropriation fiscal year, the appropriation symbol and the appropriation limitation associated with this order; and
- an Economy Act determination for each action supported by a Determinations and Findings as outlined in FAR 17.503.

b. Goods or services shall be provided under this MOA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. In the case of conflict between this MOA and an SA, this MOA shall control.

## ARTICLE V - RESPONSIBILITIES OF THE PARTIES

### a. Responsibilities of the Servicing Agency under each SA

(1) The Servicing Agency shall provide the Ordering Agency with goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.

(2) The Servicing Agency shall ensure that only authorized Servicing Agency representatives sign SAs.

(3) The Servicing Agency shall use its best efforts to provide goods or services either by contract or in-house effort.

(4) The Servicing Agency shall provide detailed periodic progress, financial, and other reports as outlined in the SA. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.

(5) The Servicing Agency shall inform the Ordering Agency of all contracts entered into under each SA.

### b. Responsibilities of the Ordering Agency under each SA

(1) The Ordering Agency shall pay all costs associated with the Servicing Agency's provision of goods or services under this MOA and certifies at the time of signature of a SA, the availability of funds necessary to accomplish that SA.

(2) The Ordering Agency shall ensure that only authorized Ordering Agency representatives sign SAs.

(3) The Ordering Agency shall develop draft SAs to include scope of work statements.

(4) The Ordering Agency shall obtain for the Servicing Agency all necessary real estate interests and access to all work sites and support facilities, and shall perform all coordination with and obtain any permits from State and local agencies, as necessary during the execution of each SA.

## ARTICLE VI - FUNDING

a. The Ordering Agency shall pay all costs associated with the Servicing Agency's provision of goods or services under this MOA. For SAs with work estimated to exceed a total of \$250,000 for contracts and in-house services or a total of \$50,000 in contracts alone, the Servicing Agency shall bill the Ordering Agency in advance and the Ordering Agency shall provide the necessary funds in advance. For SAs with work valued at less than these amounts, the Ordering Agency may reimburse the Servicing Agency for the goods or services. For these lesser requirements, the Servicing Agency shall use the Intragovernment Payment and Collection system (IPAC) to bill the Ordering Agency monthly for costs incurred, using Standard Form ("SF") 1081, Voucher and Schedule of Withdrawal and Credits, and the Ordering Agency shall reimburse the Servicing Agency within 30 days of receipt of an SF 1081. Each billing shall include sufficient detail to support the costs (such as labor, materials or contracted work) incurred to date.

b. If the Servicing Agency forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify the Ordering Agency of the amount of additional funds necessary to complete the work under that SA supported by justification for cost overrun. The Ordering Agency shall either provide the additional funds to the Servicing Agency, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that SA.

c. Within 90 days of completing the work under a SA, the Servicing Agency shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the Servicing Agency shall return to the Ordering Agency any funds advanced in excess of the actual costs as then known, or the Ordering Agency shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the Ordering Agency's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

## ARTICLE VII - APPLICABLE LAWS

This MOA 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 Corps shall be governed by Corps policies and procedures and all contract work undertaken by Reclamation shall be governed by Reclamation policies and procedures.

## ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

### a. Corps of Engineers Contracting

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

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

### b. Bureau of Reclamation Contracting

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

(2) Reclamation shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. Reclamation shall notify the Corps of any such litigation and afford the Corps an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

## ARTICLE IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, Reclamation and the Corps 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. 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.

## ARTICLE X - RESPONSIBILITY FOR COSTS

a. If liability of any kind is imposed on the United States relating to the Servicing Agency's provision of goods or services under this MOA, the Servicing Agency will accept accountability for its actions, but the Ordering Agency shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming, or other means. Should the Ordering Agency have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, it remains responsible for seeking additional funds from Congress for such purpose, although nothing in this MOA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

b. Notwithstanding the above, this MOA does not confer any liability upon the Ordering Agency for claims payable by the Servicing Agency under the Federal Torts Claims Act. Nothing in this Agreement is intended or will be construed to create any rights or remedies for any third party, and no third party is intended to be a beneficiary of this Agreement.

## ARTICLE XI - PUBLIC INFORMATION

a. Justification and explanation of Reclamation programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of Reclamation. The Corps may provide, upon request, any assistance necessary to support Reclamation's justification or explanations. In general, Reclamation is responsible for all public information. The Corps may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. Reclamation or the Corps 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 SAs under this MOA.

b. Justification and explanation of the Corps programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the Corps. Reclamation may provide, upon request, any assistance necessary to support the Corps justification or explanations. In general, the Corps is responsible for all public information. Reclamation may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The Corps or Reclamation 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 SAs under this MOA.

## ARTICLE XII - MISCELLANEOUS

### a. Other Relationships or Obligations

This MOA shall not affect any pre-existing or independent relationships or obligations between Reclamation and the Corps.

### b. Survival

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

### c. Severability

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

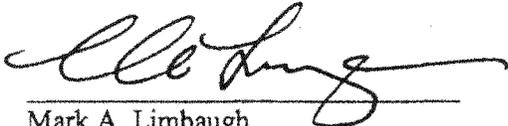
## ARTICLE XIII - AMENDMENT, MODIFICATION, AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, in all circumstances the Ordering Agency shall continue to be responsible for all costs incurred by the Servicing Agency under this MOA, and for the costs of closing out or transferring any on-going contracts.

ARTICLE XIV - EFFECTIVE DATE

This MOA shall become effective when signed by the Department of the Interior, the Department of the Army, the Bureau of Reclamation, and the U.S. Army Corps of Engineers.

Department of the Interior

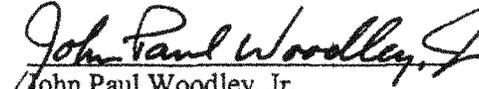
  
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Mark A. Limbaugh  
Assistant Secretary for Water and Science

22 Aug 06  
Date

  
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William E. Rinne  
Acting Commissioner  
Bureau of Reclamation

8-22-06  
Date

Department of the Army

  
\_\_\_\_\_  
John Paul Woodley, Jr.  
Assistant Secretary of the Army  
(Civil Works)

22 Aug 06  
Date

  
\_\_\_\_\_  
Don T. Riley  
Major General, U.S. Army  
Director of Civil Works

22 Aug 2006  
Date

<b>U.S. ARMY CORPS OF ENGINEERS</b> <b>INTERAGENCY/SUPPORT AGREEMENT</b> <i>(ER 1140-1-211)</i>		1. AGREEMENT NO.	
		2. <input checked="" type="checkbox"/> INITIAL AGREEMENT <input type="checkbox"/> AMENDMENT NO. _____	
3. PROJECT TITLE  NWS-Facility Vulnerability Assessment for five Operating Projects		4. EFFECTIVE DATE 1 October 2013	
		5. COMPLETION DATE 30 September 2014	
6. NAME AND ADDRESS OF USACE ORGANIZATION U.S. Army Corps of Engineers - Seattle District P.O. Box 3755 Seattle, WA 9814-3755		7. NAME AND ADDRESS OF OTHER AGENCY U.S. Bureau of Reclamation - Denver Area P.O. Box 25007 Denver Federal Center Denver, CO 80225-0007	
8. SCOPE OF WORK <i>(Additional pages may be used as needed)</i>  <p>This support agreement (SA) is entered into by and between the USACE Seattle District, the servicing entity, and the U.S. Bureau of Reclamation Denver Area (BOR), the receiving activity, for conducting a Facility Vulnerability Assessment on Seattle District's dams (Albeni, Chief Joseph, Howard Hanson, Libby and Mud Mountain Dam). The activities will be conducted by BOR staff, entail site visits, and deliverable products consist of a Facility Vulnerability Assessment report for each facility.</p> <p>This SA is entered into pursuant to the Economy Act, 31 U.S.C. 1535. Conditions of this SA and actions pursuant thereto are governed by applicable statutes, regulations, directives and procedures of the U.S. Government and the Department of Defense. All procurement related actions taken by USACE hereunder shall also be governed by applicable U.S. Army and Corps of Engineer regulations and polities. Each party shall have a point of contact to handle matters relative to this SA.</p> <p>Goods and services which the USACE may provide under this SA include coordination and schedule of each site visit with personnel knowledge of facilities; available data (location maps, as-built drawings and schmatics, operational info, and water quality data); internal review of draft reports; and such other related goods or services as may be agreed upon in the future. Nothing in this SA shall be construed to require the BOR to use the USACE or to require the USACE to provide any goods or services to the BOR, except as is set forth in this SA.</p>			
9. SPECIAL PROVISIONS <i>(Additional pages may be used as needed)</i>  <p>a. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.</p> <p>b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 60 days written notice to the other party.</p> <p>c. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.</p> <p style="text-align: center;">SPECIAL PROVISIONS are continued on ATTACHMENT A</p>			
10. USACE PROJECT OFFICER Madelyn T. Martinez		TELEPHONE 206-764-6940	11. OTHER AGENCY PROJECT OFFICER Joe Kubitschek
			TELEPHONE 303-445-2148
ADDRESS U.S. Army Corps of Engineers - Seattle District P.O. Box 3755 Seattle, WA 98124-3755		ADDRESS P.O. Box 25007 Denver Federal Center Denver, CO 80225-0007	

12. REPORTS *(Requirements and Frequency)*

Draft reports for USACE review and comment will be delivered ASAP following site visits. Data rights, record keeping of conversations, data, meeting notes, site visits, draft reports, etc. during the development of their report will be maintained by each project officer and acdg to their Agency's record maintenance procedures and policies. Final reports are expected to be completed and finalized by 30 September 2014.

13. FUNDS

*(Page(s) with cost breakdown may be attached as necessary)*

SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
a. USACE AMOUNT			\$0.00
b. OTHER AGENCY AMOUNT		\$59,658.00	\$59,658.00
c. TOTAL PROJECT COST	\$0.00	\$59,658.00	\$59,658.00

14. FUNDING

Funds will be provided by:

- a.  Transfer Appropriation *(SF 1151, Now-Expenditure Transfer Authorization)*
- Reimbursable Order *(31 USC 1535 - Economy Act)*
- Other *(describe)*
- b. Appropriation:

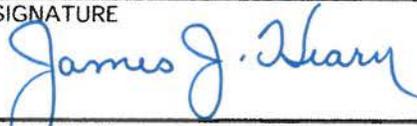
ADDITIONAL DETAILS ARE COVERED IN ATTACHMENT A: PMP

15. BILLING

- a. Request for payment will be made by:  SF 1080  SF 1081  Other *(describe)*
- b. Frequency  Monthly  Quarterly  Upon work completion  Other *(describe)*
- c. Request for payment will cite the following accounting information *(describe necessary documentation)*:  
MIPR number: W68MD931516706; DODAAC 960506; DUNS number: 068112791
- d. Submit to:  
USACE Fincnace Center, 5722 Integrity Drive, Millington, TN 380547-5005

16. AUTHORITY  
Economy Act

17. APPROVALS

a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE James J. Hearn, SES Director, Regional Business	SIGNATURE 	DATE 9/16/13
a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR OTHER AGENCY George K. Girgis Chief, Infrastructure Services Division	SIGNATURE	DATE

**ATTACHMENT B**

Cost Comparison

### BOR COST ESTIMATE

Name*	Tasks	Days	\$/Day**	Total
Joe Kubitschek GS-13 (Skill Level 3: Project Manager - Engineer)	drawings, WQ data, and operational characteristics	2.5	\$1,016.00	\$2,540.00
	Site Visits	6	\$1,016.00	\$6,096.00
	Reports	9	\$1,016.00	\$9,144.00
	Peer Review	1.5	\$1,016.00	\$1,524.00
Leonard Willert GS-13 (Skill Level 3: Compliance and Regulator Manager)	drawings, WQ data, and operational characteristics	2.5	\$1,016.00	\$2,540.00
	Site Visits	6	\$1,016.00	\$6,096.00
	Reports	9	\$1,016.00	\$9,144.00
	Peer Review	1.5	\$1,016.00	\$1,524.00
<b>Total</b>				<b>\$38,608.00</b>
Items				Total
Admin Fee	-	-	-	\$500.00
Site Visit	-	-	-	\$8,000.00
Travel Costs	-	-	-	\$7,200.00
Contingencies	-	-	-	\$5,340.00
<b>Total</b>				<b>\$21,040.00</b>
<b>TOTAL COST</b>				<b>\$59,648.00</b>

\*Skill level definitions and daily rates can be found at BOR's website: [http://www.usbr.gov/pmts/tech\\_services/about/billrate.htm#outyear](http://www.usbr.gov/pmts/tech_services/about/billrate.htm#outyear)

\*\*BOR Hydraulics Lab has a surcharge of additional \$120/staff day above the daily rate

### CONTRACTED BY PRIVATE FIRM LABOR RATES used CONTRACT # W912DW-09-D-101

Name	Tasks	Days	\$/Day	Total
Private Firm Engineer	Mgmt	19	\$1,696.00	\$32,224.00
Private Firm Biologist	Compliance and Regulator Mgmt	19	\$1,512.00	\$28,728.00
Travel Costs				\$7,200.00
Total of above				<b>\$68,152.00</b>
Profit at 10%				<b>\$7,136.00</b>
USACE PM	Admin In-house	5	\$960.00	\$4,800.00
Contracting Costs	Contract Award			\$4,000.00
A-E mgmt Costs in Engineering	SCR, ACASS, IGE review etc.			\$1,000.00
<b>TOTAL COST</b>				<b>\$85,088.00</b>

### COST ESTIMATE if Conducted by USACE

Name	Tasks	Days	\$/Day	Total
Corps Project Manager (GS-12)	Admin In-House	7	\$1,100.00	\$7,700.00
Engineer		23	\$1,100.00	\$25,300.00
Biologist		23	\$1,100.00	\$25,300.00
Travel				\$7,200.00
Contract				\$0.00
<b>TOTAL COST</b>				<b>\$65,500.00</b>

**NOTES:**

1. A-E or Corps staff will require extra time to learn the process that the BOR staff is already has expertise in. The mandays effort will therefore be more in their case.
2. In-house amounts shown are for comparison only. The in-house mgmt staff recommends going to BOR due to the specialized sampling expertise and equipment needed and available with BOR.
3. USACE rates include costs associatd with review by senior staff.
4. For ease of camparison travel costs are assumed to be identical for all three above.

Prepared by: Anil Nisargand, A-E Contracts Manager, Engineering Division, NWS

**NISARGAND.ANIL.L.1231633266**

Digitally signed by NISARGAND.ANIL.L.1231633266  
 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA,  
 cn=NISARGAND.ANIL.L.1231633266  
 Date: 2013.07.29 16:08:24 -07'00'

## Martinez, Madelyn NWS

---

**From:** Christensen, Shannon  
**Sent:** Thursday, August 15, 2013 2:50 PM  
**To:** Martinez, Madelyn NWS  
**Subject:** RE: Request for Help Please: Cost Estimate for Vulnerability Assessment (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Super, I'll get this to Pat.

~~~~~ Please note updated phone numbers ~~~~~

v/r

Shannon Christensen (Chenoweth)  
Seattle District Corps of Engineers  
Operations Division - Management Support  
Temporary Assignment @ Contracting Office  
\*\*\*\*\* NEW EXTENSION \*\*\*\* 206-764-6691 phone  
\*\*\*\*\* NEW EXTENSION \*\*\*\* 206-764-6817 Fax

-----Original Message-----

**From:** Martinez, Madelyn NWS  
**Sent:** Thursday, August 15, 2013 2:47 PM  
**To:** Christensen, Shannon  
**Subject:** FW: Request for Help Please: Cost Estimate for Vulnerability Assessment (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Hi Shannon,  
Please see below for the response to Pat's questions.  
-mm

-----Original Message-----

**From:** Nisargand, Anil L NWS  
**Sent:** Thursday, August 15, 2013 2:31 PM  
**To:** Martinez, Madelyn NWS  
**Subject:** RE: Request for Help Please: Cost Estimate for Vulnerability Assessment (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

A-E costs are based on negotiated hourly burdened rates for Contract W912DW-09-D-1016 awarded using Brooks Act process.

Anil

-----Original Message-----

**From:** Martinez, Madelyn NWS  
**Sent:** Thursday, August 15, 2013 2:24 PM  
**To:** Nisargand, Anil L NWS  
**Subject:** RE: Request for Help Please: Cost Estimate for Vulnerability Assessment (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

Hi Anil,

Thank you for this. According to Shannon (my POC in contracting to have this memo signed) Pat Blackwood had a couple of questions:

1. She wondering whether the cost estimate was competitive or negotiated (AE). I presumed AE because this what we talked about and was advised by several who has done this before and by Siri as well. Please confirm.
2. Also, Pat was wondering what was the contract number. The title of the second table had some numbers cut-off. She couldn't look it up because one of the numbers are missing. Can you provide full number?

Thanks a bunch.

-mm

-----Original Message-----

From: Nisargand, Anil L NWS  
Sent: Monday, July 29, 2013 4:10 PM  
To: Martinez, Madelyn NWS  
Subject: RE: Request for Help Please: Cost Estimate for Vulnerability Assessment (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

Attached is my estimate. Let me know if you need anything else...Anil

-----Original Message-----

From: Martinez, Madelyn NWS  
Sent: Monday, July 22, 2013 12:31 PM  
To: Nisargand, Anil L NWS  
Subject: Request for Help Please: Cost Estimate for Vulnerability Assessment (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

Hi Anil,

Thank you for helping me out on this. I've trying to get this through for the last two years esp the last 6 months and I'm always asked to get something new, which is a bit frustrating. I was told from Rob Fraiser that you are the one who can help me fill in the blanks in my spread sheet so I can get the Determination of Findings under the economy act done and signed by contracting (Blackwood), OC (Siri), Col Estok, through the Division to the SESer, Dr. Hearn.

Attached is BOR scope of work which is what we are looking for and requesting. The information provided will be written in the Determination of Finding Memo (see attachment highlighted in yellow). The other districts in the NWD are done w/ their analysis and Seattle District is the last one. For your reference, I've provided a most recent Determination of Finding from Walla Walla District (see #4). Hope this help you fill in the spreadsheet. Feel free to add columns and rows. Please don't hesitate to call me if you have any questions. Thanks a bunch.

-mm

-mm

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Madelyn T. Martinez  
Environmental Stewardship Program Manager

US Army Corps of Engineers - Seattle District  
4735 E. Marginal Way S  
Seattle, WA 98134-2385  
206-764-6940 (direct)  
206-427-3722 (cell)  
[Madelyn.T.Martinez@usace.army.mil](mailto:Madelyn.T.Martinez@usace.army.mil)

Classification: UNCLASSIFIED  
Caveats: NONE

**ATTACHMENT C**

**BOR Scope of Work**

| <b>Project Management Plan – Small Project</b><br>(Short Form)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                 |                                                                                                                                              |                   |              |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|------------------|
| Job Name: USACE Facility Vulnerability Assessments – Invasive Mussels (Libby, Albeni Falls, Chief Joseph, Howard Hanson, Mud Mountain)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                 | Date Submitted: 5/31/2013                                                                                                                    |                   |              |                  |
| JCN:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                 | WOID:                                                                                                                                        |                   |              |                  |
| Team Leader:<br>Joe Kubitschek/86-68460/303.445-2148                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                 | Client Group or Region: Other Government Agency                                                                                              |                   |              |                  |
| Supervisor:<br>Bob Einhellig/86-68460/303.445-2142                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                 | Client Office:<br>USACE, Seattle District                                                                                                    |                   |              |                  |
| Client Liaison:<br>Dianne Parson, 86-68010/303-445-2302,<br><a href="mailto:dparson@usbr.gov">dparson@usbr.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                 | Client Contact:<br>Madelyn Martinez/206.764-6940<br><a href="mailto:Madelyn.T.Martinez@usace.army.mil">Madelyn.T.Martinez@usace.army.mil</a> |                   |              |                  |
| <p><b>1. Objectives/Scope Statement:</b> (list features, deliverables, and objectives)<br/>Conduct vulnerability assessments at the following USACE facilities (dams and appurtenances): Libby, Albeni Falls, Chief Joseph, Howard Hanson, Mud Mountain. These activities will be conducted by Reclamation staff that are experienced in the subject matter using Reclamation's Facility Vulnerability Assessment Template. Site visits will be combined where possible, but multiple trips will likely be required. Deliverable products will consist of a Facility Vulnerability Assessment report for each facility.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                 |                                                                                                                                              |                   |              |                  |
| <p><b>2. Scope Definition:</b><br/>The scope of this project will involve the identification of structures and systems that are vulnerable to invasive mussel impacts and will provide available information on facilities protection options to assist in planning and budgeting should a future infestation occur at any of these facilities. Information or analyses regarding risk of infestation based on recreational use, water quality data, or other factors are considered beyond the scope of this agreement. These facility assessments are not intended to substitute for a comprehensive response plan or environmental suitability assessment, both of which are also considered useful toward addressing issues related to invasive mussels.</p> <p>USACE will provide assistance in coordinating and scheduling each site visit with the necessary project personnel and participants. USACE will also provide, to the Technical Service Center team, available data including: location maps, as-built drawings and schematics, operational information, and water quality data for each facility (preferably prior to site visits). USACE will also provide personnel that are very familiar with operations and maintenance at each facility to participate during site visits and coordinate USACE internal review of draft reports. The Technical Service Center will be responsible for preparing and delivering draft and final reports for each facility to the USACE client contact.</p> |  |                 |                                                                                                                                              |                   |              |                  |
| <b>3. Schedule:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Milestone Dates |                                                                                                                                              | Resource Assigned |              |                  |
| Start:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 10/1/2013       |                                                                                                                                              |                   |              |                  |
| Midway Milestone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | N/A             |                                                                                                                                              |                   |              |                  |
| Complete:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 9/30/2014*      |                                                                                                                                              |                   |              |                  |
| * Site visits scheduling TBD (starting in May 2014) contingent on USACE and Reclamation requirements and staff availability. Draft reports for USACE review and comment will be delivered ASAP following the site visits. Site visits typically involve a 1-hr meeting with presentation to project participants followed by a 4-8 hr facility walk-thru (depending on size/complexity). Modification to the MIPR will be required to extend the completion date if site visits scheduling is delayed or USACE review comments are not received in time for completion of final reports by the MIPR expiration date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                 |                                                                                                                                              |                   |              |                  |
| <b>4. Financial Plan: Fiscal Year 2014</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Staff Days      |                                                                                                                                              |                   | Earned Value |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                 |                                                                                                                                              |                   | Yes          | No               |
| Task List and/or Organization Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | SL1             | SL2                                                                                                                                          | SL3               | SD Total     | \$ Nonlabor      |
| 1. Administration fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                 |                                                                                                                                              |                   |              | \$500            |
| 2. Review of project background, drawings, WQ data, and operational characteristics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                 |                                                                                                                                              | 5                 | 5            |                  |
| 3. Site visits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                 |                                                                                                                                              | 12                | 12           | \$8,000          |
| 4. Travel costs (three trips)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                 |                                                                                                                                              |                   |              | \$7,200          |
| 5. Reports                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                 |                                                                                                                                              | 18                | 18           |                  |
| 6. Peer review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                 |                                                                                                                                              | 3                 | 3            |                  |
| Contingencies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                 |                                                                                                                                              |                   |              | \$5,340          |
| Staff Day Totals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 0               | 0                                                                                                                                            | 38                | 38           |                  |
| Fiscal Year 2014 Cost Totals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | \$ 0.00         | \$ 0.00                                                                                                                                      | \$ 38,608         | \$ 38,608    | \$ 21,040        |
| <b>Total Fiscal Year 2014 Budget</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                 |                                                                                                                                              |                   |              | <b>\$ 59,648</b> |

**5. Roles and Responsibilities:** (list role/responsibility and team members' name, code, telephone number, and supervisor's name)

Joe Kubitschek/86-68460/303.445-2148 – Engineering aspects of potential mussel infestation impacts (Supervisor: Bob Einhellig, Manager – Hydraulic Investigations & Laboratory Services Group).

Leonard Willett/LCD-8200/702-494-2216 – Support with facility O&M aspects of mussel-related impacts and facilities protection options.

**6. Quality Control:** TSC peer review will be performed in accordance with the TSC Operating Guidelines.

**7. Change Management:** Change Order Form  X                       Thresholds: Schedule  X  Design Cost        

Changes will be per the terms of the interagency agreement.

**8. Communication:**

Meetings and conference calls: who, what, and how often

Conference calls will be scheduled as needed to coordinate site visits and address questions on as-built condition of facilities, operations, maintenance schedules, etc... Meetings with project personnel will occur immediately prior to commencing site visits. This project will require access to facilities and participation by project personnel with detailed knowledge of facilities systems, operations, and maintenance requirements.

Status reports: what, how often, to whom.

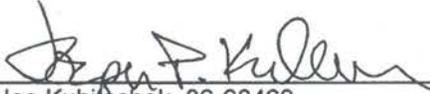
N/A

**9. Risk Management:** This project is low risk

**10. Project Closeout:**

Five (5) draft reports, one (1) for each facility, will be delivered to USACE for review and comment. Review comments will then be integrated into the draft reports that will be peer reviewed, finalized, and delivered to USACE as the final product for their use as necessary to satisfy USACE needs/priorities.

**11. Signatures:** The following signatures indicate approval of this contract:

|                                                                                     |                    |                                                                                      |                    |
|-------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------|--------------------|
|  | <u> 5/31/2013 </u> |  | <u> 5/31/2013 </u> |
| Joe Kubitschek, 86-68460                                                            | Date               | Bob Einhellig, Group Mgr, 86-68460                                                   | Date               |
|  | <u> 9/17/2013 </u> |  | <u> 9/18/2013 </u> |
| Madelyn Martinez, USACE                                                             | Date               | Client Supervisor or Sponsor (Name)<br>(optional)                                    | Date               |