

Date 17 September, 1998

ROUTING AND TRANSMITTAL SLIP

TO: (Name, office symbol, room number, building, Agency/Post)

: INITIALS: DATE

1. CEMVS-OC - William Levins

2.

3.

4.

5.

: :Action	: :File	: :Note and Return
: :Approval	: :For Clearance	: :Per Conversation
: :As Requested	: :For Correction	: :Prepare Reply
: :Circulate	: :For Your Information	: :See Me
: :Comment	: :Investigate	:X :Signature
: :Coordination	: :Justify	: :

REMARKS

Complete copy of Cooperative Agreement DACW38-98-2-0005 is attached.

RECEIVED  
CORPS OF ENGRS  
1998 SEP 22 AM 10:34  
OFFICE OF COUNSEL

DO NOT use this form as a RECORD of approvals, concurrence, disposals, clearances, and similar actions.

FROM: (Name, Organization symbol, Agency/Post)

:Room No.--Bldg.

: 144

:

LAURIE BAGBY - CEMVK-CT-T

:Phone No.

: 601-631-7901

Exception to OF 41

OPTIONAL FORM 41 (Rev. 7-76)

Approved by GSA/IRMS 4-89

Prescribed by GSA

FPMR (41 CFR) 101-11.206

U. S. ARMY CORPS OF ENGINEERS  
VICKSBURG CONSOLIDATED CONTRACTING OFFICE  
4155 CLAY STREET.  
VICKSBURG, MISSISSIPPI 39183-3435

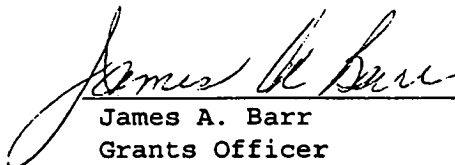
COOPERATIVE AGREEMENT AWARD

1. Cooperative Agreement Number: DACW38-98-2-0005
2. Recipient's Name and Address: Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City MO 65102-0176
3. Recipient's Tax Identification Number: 69-0430001
4. Award Documents: The following documents are attached hereto and made a part hereof:
  1. Missouri Department of Natural Resources proposal dated October 28, 1997.
  2. Cooperative Agreement Terms and Conditions signed July 20, 1998.
5. Performance Period: 1 October 1997 through 30 September 2002
6. Award Amount: Estimated Amount \$1,643,335.00  
Funded Amount: \$283,282.00  
Funded Period: 1 October 1997 through 30 September 1998
7. Appropriation Data:  
96 X 31300000 081319 96233 3200 00213B - \$71,000.00  
96 X 31300000 081320 96233 3200 00213D - \$71,000.00  
96 X 31300000 081321 96233 3200 00213F - \$71,000.00  
96 X 31300000 081322 96233 3200 00213G - \$71,000.00
8. Administered by: Administration authorities will be designated by additional correspondences.
9. Submit Invoices and Correspondence To:  
  
U.S. Army Engineer District, St. Louis  
Attn: FUSRAP Program Manager,  
Ms. Sharon R. Cotner  
1222 Spruce Street  
St. Louis, Missouri 63103

DACW38-98-2-0005

THIS AGREEMENT IS BEING ENTERED INTO PURSUANT TO 33 U.S.C. 622 AND P.L. 105-62, 111 STAT. 1326 (1997).

United States of America

 DATE: 8-28-98  
James A. Barr  
Grants Officer

DACW38-98-2-0005

**COOPERATIVE AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF THE ARMY**  
**AND**  
**THE STATE OF MISSOURI**

**THIS COOPERATIVE AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 199\_, by and between the DEPARTMENT OF THE ARMY, (hereinafter the "GOVERNMENT"), represented by the District Engineer, U.S. Army Engineer District, St. Louis, and the STATE OF MISSOURI, (hereinafter the "STATE"), represented by the Director of the Department of Natural Resources.

**WITNESSETH, THAT:**

**Whereas**, in 1974, the Department of Energy (DOE), acting under the authority of the Atomic Energy Act of 1954, as amended, initiated the Formerly Utilized Sites Remedial Action Program (hereinafter "FUSRAP"); and

**Whereas**, the purpose of FUSRAP is to clean up contaminated sites throughout the United States where work was performed as part of the Nation's early atomic energy program; and

**Whereas**, in the Energy and Water Resources Appropriations Act, 1998 (Public Law 105-62) transferred responsibility for the administration and execution of FUSRAP to the U.S. Army Corps of Engineers; and

**Whereas**, the GOVERNMENT is authorized by Section 3 of the Rivers and Harbors Appropriations Act of August 11, 1888 (31 U.S.C. 622) to enter into a cooperative agreement with the STATE for activities associated with remediation at FUSRAP sites; and

**Now, Therefore**, the GOVERNMENT and the STATE agree as follows:

**ARTICLE I**

**RESPONSIBILITIES OF THE STATE**

The STATE shall perform the following services pertaining to the GOVERNMENT's FUSRAP program within the St. Louis Metropolitan

Area (defined as the City of St. Louis and St. Louis County) at the following sites: The St. Louis Airport Site (SLAPS); the St. Louis Airport Site Vicinity Properties (SLAPS Vicinity Properties); the Latty Avenue sites; and the St. Louis Downtown Site (SLDS) and SLDS Vicinity Properties. The State shall evaluate proposals, recommendations, and plans in accordance with State or Federal law and regulations, in addition to State or Federal policies and guidance.

A. Project Planning

1. The STATE shall review, comment, and make recommendations on overall project plans and timing regarding priorities and scope of project plans. In addition, the STATE shall review comments, and make recommendations on existing and subsequent documents and data pertaining to removal, pre-remedial, remedial, accelerated operable units, and other response actions.

2. The STATE shall review and comment on applicable or relevant laws and appropriate regulations.

3. The STATE shall participate in technical review committees.

4. The STATE shall designate a project manager to participate in planning and review.

5. All reviews, comments, and recommendations shall be in writing.

B. Community Relations

1. The STATE shall review a mailing list of interested parties for the sites. This list will include parties identified as a result of initial contacts, in addition to legislators, congressional representatives, local officials, environmental groups, and other interested parties for use in distributing fact sheets or other site information.

2. The STATE shall participate with the GOVERNMENT and other parties in the conduct of public education and community relations.

3. The STATE shall participate as an Ex-Officio member of the St. Louis Remediation Oversight Committee.

4. The STATE shall assist in preparation of at least one community update for the project during the project period. This update may consist of a newsletter, a public meeting, a press release, or other media, as determined by the Community Relations Plan.

5. The STATE shall review up-to-date fact sheets for distribution to interested parties identified as result of the

mailing list.

6. The STATE shall respond to inquiries regarding the sites when requested.

7. The STATE shall provide review of the responsiveness summary and shall also respond to any public comments directed at the STATE.

8. To the extent reasonable and practicable, each party will provide to the other advance notification of press releases concerning activities covered by this COOPERATIVE AGREEMENT.

9. All reviews, comments, and recommendations shall be in writing.

#### C. Feasibility Study

The STATE shall review and participate in the Feasibility Study prior to completion. STATE activities may include providing input for the development of such items as sampling plans, draft documents, and other related activities. The STATE may also perform independent monitoring and/or sampling as part of the Feasibility Study. The efforts of the STATE shall be in support of the efforts of the GOVERNMENT, which does not preclude independent assessment to validate information or to verify completion of an activity. Both the STATE and the GOVERNMENT will strive not to duplicate efforts.

#### D. Remedial Design

1. The STATE shall make available to the GOVERNMENT, or its contractors, all file information except confidential files, for the site; and shall also provide, during the Remedial Design, comments of a technical nature or COMMENTS based upon the STATE's internal policy guidance documents, for consideration by the GOVERNMENT.

2. The STATE shall review and comment regarding the following submissions to be made by the GOVERNMENT, or its contractor(s):

a. Work Plan - The plan shall be reviewed by the STATE. Comments relative to data gaps or further investigation need to be given if applicable.

b. Designs - The STATE shall review any preliminary or intermediate design plans to ensure that technical requirements of the project have been addressed and to be able to offer comments on whether the final design will provide an operable and usable remediation project.

c. Operation and Maintenance Plan.

d. Quality Assurance Project Plan.

e. Site Safety Plan.

f. Confirmatory Sampling.

3. All reviews, comments, and recommendations shall be in writing.

E. Remedial Action

1. The STATE shall make available to the GOVERNMENT, or its contractors, all file information for the sites and provide technical and policy guidance to the GOVERNMENT, or its contractor(s) while conducting Remedial Action. Technical guidance shall mean any and all types of technical information that is available to the STATE, that is within the STATE's areas of knowledge, skills, and abilities on the subject of hazardous and/or toxic materials, and which shall in the opinion of the STATE be useful to the GOVERNMENT. The STATE shall make every effort to provide such technical and policy to the GOVERNMENT as the earliest opportunity, with the continued provision of such guidance as it is developed by the STATE, in order to assist the GOVERNMENT in its plans.

2. The STATE shall be notified at least 3 to 5 days prior to the following meetings in regard to contracts for removal actions:

a. Preconstruction conference

b. Prefinal inspection

c. Final Inspection

3. The STATE shall have a Missouri Department of Natural Resources (MDNR) On-Scene Coordinator and may perform monitoring/surveillance inspections and confirmatory sampling. The efforts of the STATE shall be in support of the efforts of the GOVERNMENT, which does not preclude independent assessment to validate information or to verify completion of an activity. Both the STATE and the GOVERNMENT will strive not to duplicate efforts. Upon request by the GOVERNMENT, or at its own initiative, the STATE shall provide written copies of the results of its monitoring/surveillance inspections and confirmatory sampling to the GOVERNMENT.

F. Removals and Expedited Response

1. The STATE shall review and comment on the following submissions to be made by the GOVERNMENT or its contractor(s):

a. Removal assessment;

b. Removal draft and final design;

c. Removal-decision documents (engineering evaluation/Cost analysis (EE/CA) and records of decision (RODs);

d. Removal-sampling and analysis plans; and

e. Community relations activities.

2. The STATE shall observe and provide the GOVERNMENT with comments on the removal actions conducted. The efforts of the STATE shall be in support of the efforts of the GOVERNMENT, which does not preclude independent assessment to validate information or to verify completion of an activity. Both the STATE and the GOVERNMENT will strive not to duplicate efforts.

3. All reviews, comments, and recommendations shall be in writing.

#### G. Administration

1. The STATE shall prepare proposals for payment, additional work, or any other matter affecting this Cooperative Agreement, and administer this COOPERATIVE AGREEMENT, including the provisions for recovery of STATE costs associated with the oversight of the FUSRAP activities described herein. Administration by the STATE shall include any and all work necessary for the performance of the STATE's responsibilities hereunder and for the recovery of payments therefore.

2. The STATE shall provide quarterly written technical reports in each fiscal year to the GOVERNMENT which fairly and accurately summarize the STATE's activities with regard to its responsibilities under this COOPERATIVE AGREEMENT, including a report on costs incurred and a request for reimbursement. Office of Management and Budget (OMB) Form 270 will be used to request reimbursement of costs.

3. All reviews, comments, and recommendations shall be in writing.

#### H. State Support AGENCIES TASKS

The STATE shall, through its internal procedures, request support services from various STATE agencies or other outside entities regarding public health assessment activities relating to the GOVERNMENT's cleanup of FUSRAP. These activities will center around three areas:

1. Oversight - which will involve reviewing documents and work plans for their adequacy in protecting the health of the public and of the workers on-site.

2. Monitoring - which will involve sampling and testing of surface water, flora/fauna, air, wells, and radon around the St. Louis area FUSRAP sites.



3. Health Consultation - which will involve health risk assessment data to the agencies connected with the GOVERNMENT, and the STATE.

In the performance of the activities described above, it shall be the responsibility of the STATE to provide personnel who are suitably trained, experienced, and possess the necessary capabilities to perform the duties assigned to them. Said training and experience shall when necessary include but not necessarily be limited to training and experience in hazardous and toxic waste management. The GOVERNMENT shall not be responsible for the provision of any instruments and tools required by the STATE to perform its responsibilities.

This Scope of Work and this COOPERATIVE AGREEMENT do not diminish the authority of the STATE to fully carry out its statutory and regulatory responsibilities under STATE and Federal law or the right of the GOVERNMENT to raise any defenses available under law in the case of any enforcement action brought by the STATE and others, whether in an administrative or a judicial proceeding. Similarly, no funds provided hereunder shall be used for regulatory/enforcement activities or for activities for which the State intends to charge the GOVERNMENT under State law or regulations.

All reviews, comments, and recommendations shall be in writing.

#### I. Federal Contracts

Nothing in this COOPERATIVE AGREEMENT shall be interpreted as providing the STATE with any authority with regard to contracts or contractors of the GOVERNMENT. The award, administration, inspection, and all other actions with regard to contracts awarded and administered by the GOVERNMENT shall remain the sole responsibility of the GOVERNMENT.

While the GOVERNMENT values the technical guidance and policy guidance of the STATE in the decision making process of this FUSRAP, all final decisions shall remain the responsibility of the GOVERNMENT.

## **ARTICLE II**

### **REIMBURSEMENT OF STATE COSTS**

A. Estimated STATE Expenses. The estimated expense which the STATE will incur in each of the next five (5) years for the provision of the services described in ARTICLE I is contained in

the STATE's Application For Federal Assistance, dated October 28, 1997 and submitted to the United States Department of Energy (DOE) by letter of same date. However, in the prosecution of the FUSRAP program, the U.S. Army Corps of Engineers has elected to establish cooperative agreements with states rather than offering grants as DOE had. The U.S. Army Corps of Engineers chose a funding mechanism involving a substantial degree of Federal involvement with the recipient in performing the obligations which are the subject of this AGREEMENT. This COOPERATIVE AGREEMENT, rather than any prior DOE grants, shall govern the responsibilities of the GOVERNMENT and the STATE under this AGREEMENT.

B. Reimbursement By The GOVERNMENT. The GOVERNMENT, subject to the appropriation of funds by the Congress of the United States and subject to the receipt of such funds, shall reimburse the STATE, up to the amounts provided as estimated expenses for each Government fiscal year, for all expenses that are incurred in the performance of the work described in ARTICLE I that are reasonable, allocable to the described services, and allowable. The costs shall include all items of expense properly chargeable thereto, including, but not limited to labor, materials, transportation, insurance, overhead charges properly allocable to the work, supervision, surveys, permits, rental of tools, equipment and machinery employed in the work, together with such other items of expense as should in the opinion of the GOVERNMENT be included in the cost of the work. All original time cards or payrolls, material records, and accounts for all charges and expenditures by the STATE shall be available at all reasonable times, to allow the GOVERNMENT to check and audit the records of the STATE. So far as practicable, separate records shall be maintained by the STATE on all items and accounts which shall constitute the basis for the STATE's claimed costs.

In accordance with ARTICLE I(F), the STATE shall, during each fiscal year, request reimbursement of their FUSRAP service costs on a quarterly basis.

Subject to the provisions of this COOPERATIVE AGREEMENT, reimbursement of eligible STATE costs incurred between October 1, 1997, and the date of this COOPERATIVE AGREEMENT shall be paid if the costs have been documented using accounting procedures and practices that reasonably identify the nature of the costs involved, the date the costs were incurred, and show that the costs were entirely attributable to activities at a site covered by this COOPERATIVE AGREEMENT. Payment of eligible STATE costs for services provided after the effective date of this COOPERATIVE AGREEMENT must comply with all applicable Federal procurement and auditing requirements. Procedures for STATE reimbursement through cooperative agreements are as described in Office of Management and Budget (OMB) Circulars A-102, A-87, A-

133, and SECTION V of this COOPERATIVE AGREEMENT. As the STATE submits requests for reimbursement to GOVERNMENT on a quarterly basis, GOVERNMENT will process the request and transfer funds in accordance with Circular A-102. Within sixty (60) days after the end of each quarter, the State shall submit to GOVERNMENT a status report, including costs summaries which directly relate allowable costs actually incurred by the STATE under this COOPERATIVE AGREEMENT during the quarter for services at each site. Allowable costs shall be determined in accordance with this COOPERATIVE AGREEMENT and OMB A-87.

C. Periodic Review Of Estimates. The STATE or the GOVERNMENT may request a review of the estimated cost of the STATE FUSRAP services at any time prior to the beginning of each GOVERNMENT fiscal year. The GOVERNMENT shall not be responsible for the payment of any expenses of the STATE which exceed the yearly estimate as set forth above, or as modified, for each fiscal year unless the GOVERNMENT approves, in writing and in advance, the increase in such estimate for a fiscal year.

D. Other Agreements. Unless a site-specific agreement provides otherwise, this COOPERATIVE AGREEMENT is the mechanism for payment of the costs incurred by the State in providing the services listed in Section I of this section in relation to FUSRAP funded activities at the sites covered by this COOPERATIVE AGREEMENT. Full payment of State costs pursuant to this COOPERATIVE AGREEMENT, after receipt of written invoice and after final audit, shall constitute final settlement of any claims the State may have for performance of services outlined in SECTION I with respect to FUSRAP funded work carried out after October 1, 1997, at all of the sites covered by this COOPERATIVE AGREEMENT, except for those STATE costs covered by a site-specific agreement. Any funds disbursed to the STATE by the GOVERNMENT under the terms of this COOPERATIVE AGREEMENT shall serve to reimburse the STATE for FUSRAP activities only, and any equipment or machinery acquired by the STATE using said FUSRAP funds shall not be used for any project not related to FUSRAP.

E. GOVERNMENT Funding. GOVERNMENT agrees to seek - sufficient funding through the GOVERNMENT budgetary process to perform its FUSRAP responsibilities and to pay the STATE for the services described in ARTICLE I, subject to the conditions and limitations set forth in this COOPERATIVE AGREEMENT. In the event that, prior to the beginning of any GOVERNMENT Fiscal Year (October 1) it appears that sufficient funds will not be available to the GOVERNMENT to reimburse the STATE for the FUSRAP services planned for that fiscal year, the GOVERNMENT will, prior to the beginning of the fiscal year, inform the STATE. The GOVERNMENT and the STATE shall then meet and create a revised list of FUSRAP services for the STATE, with a revised cost estimate, for that fiscal year.

F. Anti-Deficiency Act. Nothing in this COOPERATIVE AGREEMENT shall be interpreted to require any obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

### ARTICLE III

#### INTERAGENCY COMMUNICATIONS

A. To provide for consistent and effective communication, the STATE and the GOVERNMENT, not later than 30 days after the effective date of this COOPERATIVE AGREEMENT, shall appoint named senior representatives to a FUSRAP Coordination Team. Thereafter, the FUSRAP Coordination Team shall meet regularly throughout the term of this COOPERATIVE AGREEMENT. The GOVERNMENT's Project Manager and a counterpart named by the STATE shall co-chair the FUSRAP Coordination Team.

B. The GOVERNMENT's Project Manager and the STATE's counterpart shall keep the FUSRAP Coordination Team informed of the progress of FUSRAP activities and significant pending issues and actions, and shall seek the views of the FUSRAP Coordination Team on matters that the FUSRAP Coordination Team generally oversees.

C. Until the end of the term of this COOPERATIVE AGREEMENT, the FUSRAP Coordination Team shall generally oversee STATE FUSRAP activities, meaning all of the STATE activities and services as described in SECTION I.

D. The FUSRAP Coordination Team may make recommendations that it deems warranted to the District Engineer and to the Director, Missouri Department of Natural Resources, including suggestions to avoid potential sources of dispute. The GOVERNMENT, in good faith, shall consider the recommendations of the FUSRAP Coordination Team. The GOVERNMENT, having the legal authority and responsibility for the implementation of the FUSRAP program, has the discretion to accept, reject, or modify the FUSRAP Coordination Team's recommendations.

E. The costs of participation by the STATE in the FUSRAP Coordination Team shall be included in the expenses for which the STATE shall be reimbursed in accordance with the requirements of ARTICLE II.

### SECTION IV

#### DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for

breach of this COOPERATIVE AGREEMENT, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this COOPERATIVE AGREEMENT.

## ARTICLE V

### RECORDS AND REPORTS

a. In order to facilitate and to accommodate the terms and conditions of ARTICLE II, not later than 60 calendar days after the effective date of this COOPERATIVE AGREEMENT, the GOVERNMENT and the STATE shall meet and review procedures (including existing STATE procedures) for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this COOPERATIVE AGREEMENT. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The GOVERNMENT and the STATE shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of this COOPERATIVE AGREEMENT and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the GOVERNMENT and the STATE shall each allow the other to inspect such books, documents, records, and other evidence.

b. Pursuant to 32 C.F.R. Section 33.26, the STATE is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the STATE and to the extent permitted under applicable Federal laws and regulations, the GOVERNMENT shall provide to the STATE and independent auditors any information necessary to enable an audit of the STATE's activities under this COOPERATIVE AGREEMENT. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133.

c. In accordance with 31 U.S.C. Section 7503, the GOVERNMENT may conduct audits in addition to any audit that the

STATE is required to conduct under the Single Audit Act. Any such GOVERNMENT audits shall be conducted in accordance with Government Auditing Standards and the costs principles in OMB Circular No. A-87 and other applicable cost principles and regulations.

## ARTICLE VI

### INDEMNIFICATION

The STATE agrees to hold and save harmless the GOVERNMENT free from all damages arising from the activities to be undertaken herein, except for damages due to the fault or negligence of the GOVERNMENT or its contractors.

## ARTICLE VII

### FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this COOPERATIVE AGREEMENT, the STATE and the GOVERNMENT agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army." Confidential files protected by State law or regulations shall not be released under this Agreement.

## ARTICLE VIII

### REOPENER

The terms of this COOPERATIVE AGREEMENT may be modified at any time by mutual agreement of the parties. If a party requests the COOPERATIVE AGREEMENT to be reopened but the other party does not concur, the reopener matter will be referred to a single individual jointly designated in writing by the signatories to this COOPERATIVE AGREEMENT. In the event the two parties fail to agree concerning the reopener within ten (10) working days after the matter is referred to the above mentioned designated individual, the matter will be referred to the signatories of this COOPERATIVE AGREEMENT or their successors in office. If no resolution is reached within twenty (20) working days after the matter is referred to the signatories of this COOPERATIVE AGREEMENT or their successors in office, the COOPERATIVE AGREEMENT shall not be reopened.

## **ARTICLE IX**

### **RELATIONSHIP OF PARTIES**

A. In the exercise of their respective rights and obligations under this COOPERATIVE AGREEMENT, the GOVERNMENT and the STATE each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this COOPERATIVE AGREEMENT, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

## **ARTICLE X**

### **OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this COOPERATIVE AGREEMENT, or to any benefit that may arise therefrom.

## **ARTICLE XI**

### **CONFIDENTIALITY**

To the extent permitted by the laws and regulations of each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

## **ARTICLE XII**

### **TERMINATION**

A. This COOPERATIVE AGREEMENT may be terminated by either party if the party seeking termination has notified the other party in writing at least ninety (90) days prior to the expiration of the COOPERATIVE AGREEMENT. After receiving a notice of termination, a party may invoke the dispute resolution process in ARTICLE IV.

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

#### ARTICLE XIII

Unless terminated at an earlier date by the parties, or otherwise extended by the parties, this COOPERATIVE AGREEMENT shall terminate on September 30, 2002.

#### ARTICLE XIV

##### NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this COOPERATIVE AGREEMENT shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the STATE:

State of Missouri Department of Natural Resources  
Cindy Kemper, Director-Hazardous Waste Program  
P.O. Box 176, Jefferson City, Missouri 65102-0176

If to the GOVERNMENT:

District Engineer  
U.S. Army Engineer District, St. Louis  
1222 Spruce Street  
St. Louis, Missouri 63103

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this ARTICLE.

IN WITNESS WHEREOF, the parties hereto have executed this COOPERATIVE AGREEMENT, which shall become upon the date it is signed by the GOVERNMENT.

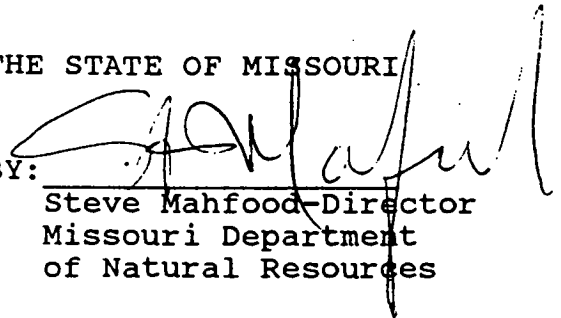


THE DEPARTMENT OF THE ARMY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

THE STATE OF MISSOURI

BY:   
Steve Mahfood-Director  
Missouri Department  
of Natural Resources

DATE: 7/20/98

APPLICATION FOR  
FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

## 1. TYPE OF SUBMISSION:

## APPLICATION

☐ CONSTRUCTION

## PREAPPLICATION

☐ CONSTRUCTION☒ NON-CONSTRUCTION☐ NON-CONSTRUCTION

## 2. DATE SUBMITTED

## 3. DATE RECEIVED BY STATE

STATE APPLICATION IDENTIFIER

## 4. DATE REC'D BY FEDERAL AGENCY

FEDERAL IDENTIFIER

## 5. APPLICANT INFORMATION

## LEGAL NAME:

MISSOURI DEPARTMENT OF NATURAL RESOURCES

ADDRESS (give city, county, state and zip code)

MDNR

P.O. Box 176

Jefferson City, Mo. 65102-0176

## ORGANIZATIONAL UNIT:

HAZARDOUS WASTE PROGRAM

Name and address of person to be contacted on matters involving this application (give area code)

Evelyn Taylor

MDNR-HWP

P.O. Box 176

Jefferson City, Mo. 65102-0176

(573) 761-2782

## 6. EMPLOYER IDENTIFICATION NUMBER

89-0430001

## B. Type of Application:

☒ New ☐ Continuation ☐ Revision

If revision enter appropriate letter(s) in box(es):

A. Increase Award B. Increase Award C. Increase Duration  
D. Decrease Duration Other (specify)

## 7. TYPE OF APPLICANT (enter appropriate number in box)

A

A. State  
B. County  
C. Municipal  
D. Township  
E. Interstate  
F. Intergovernmental  
G. Special District  
H. Independent School District  
I. State Controlled Inst. of Higher Learning  
J. Private University  
K. Indian Tribe  
L. Individual  
M. Profit Organization  
N. Other (specify)

## 9. NAME OF FEDERAL AGENCY

U.S. Department of Energy

## 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

TITLE: 81-092

Environmental Restoration

## 12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.)

St. Louis County, MO

St. Louis City, MO

## 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Technical review and service for implementation of the Dept. of Energy's Formerly Utilized Sites Remedial Action Program (FUSRAP)

## 13. PROPOSED PROJECT

Start Date

10-01-97

Ending Date

08-30-02

## 14. CONGRESSIONAL DISTRICTS OF:

a. Applicant

4

b. Project

St. Louis Co. &amp; St. Louis City, MO

## 15. ESTIMATED FUNDING

a. Federal

\$1,643,336

b. Applicant

c. State

d. Local

e. Other

f. Program Income

g. TOTAL

\$1,643,336

## 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. This preapplication was made available to the state executive order 12372 process for review on:

DATE: September 9, 1997

b. No. Program is not covered by E.O. 12372  
Or program has not been selected by state for review

## 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

YES

If YES attach an explanation.

X

No

18. To the best of my knowledge and belief, all data in this application/preapplication are true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

## a. Typed Name of Authorized Representative

David A. Short

## b. Title

Director, Department of Natural Resources

## c. Telephone Number

(573) 751-4732

## d. Date Signed

OCT. 23 1997

Standard Form 424 (REV 4-88)

Prescribed by OMB Circular A-102

**BUDGET INFORMATION- Non-Construction Programs****SECTION A - BUDGET SUMMARY**

GRANT PROGRAM FUNCTION OR ACTIVITY (a)	CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER (b)	ESTIMATED UNOBLIGATED FUNDS		New or Revised Budget		
		FEDERAL (c)	NON-FEDERAL (d)	FEDERAL (e)	NON-FEDERAL (f)	TOTAL (g)
FUSRAP	81-082			\$1,843,335		\$1,843,335
2.						
3.						
4.						
5. TOTALS				\$1,843,335		\$1,843,335

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				TOTAL (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$835,018				\$835,018
b. Fringe Benefits	\$213,844	\$0	\$0	\$0	\$213,844
c. Travel	\$97,897				\$97,897
d. Equipment	\$2,350				\$2,350
e. Supplies	\$3,900				\$3,900
f. Contractual	\$108,500				\$108,500
g. Construction	\$0				\$0
h. Other	\$107,400				\$107,400
i. Total Direct Charges (sum 8a-8h)	\$1,388,909	\$0	\$0	\$0	\$1,388,909
j. Indirect Charges	\$274,426	\$0	\$0	\$0	\$274,426
k. TOTALS (sum of 6i and 6j)	\$1,843,335	\$0	\$0	\$0	\$1,843,335
7. PROGRAM INCOME					

standard form 424e (4-88)

Prescribed by OMB Circular a-102

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.				\$0
9.				\$0
10.				\$0
11.				\$0
12. TOTALS (sum of lines 8 - 11)	\$0	\$0	\$0	\$0

**SECTION D - FORECASTED CASH NEEDS**

	Total for the Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$283,282	\$70,820	\$70,820	\$70,821	\$70,821
14. Non-Federal	\$0				
15. TOTAL (sum of lines 13 and 14)	\$283,282	\$70,820	\$70,820	\$70,821	\$70,821

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. FUSRAP	\$317,504	\$331,925	\$347,201	\$363,423
17.				
18.				
19.				
20. TOTALS (sum of lines 16-19)	\$317,504	\$331,925	\$347,201	\$363,423

**SECTION F - OTHER BUDGET INFORMATION**

(Attach additional sheets as necessary)

21. Direct Charges:	22. Indirect Charges: DEQ: 19.2% DGLS: 22.2% DOH: 35.1%
23. Remarks Fringe Rate: DNR: 25.5% DOH: 27.4%	

DOE F 4620.1

(6-63)

All Other Editions Are Obsolete

U.S. Department of Energy  
Budget Page  
(See reverse for instructions)

OMB Control No.

1910-1400

Bureau Of Energy  
Statement on Revenue

## ORGANIZATION

U.S. DEPARTMENT OF NATURAL RESOURCES

Budget Page No: 1 OF 1

PRINCIPAL INVESTIGATOR (PI) PROJECT DIRECTOR (PD)

Requested Duration: 60 (months)

A. SENIOR PERSONNEL: FULL-TIME, Faculty and Other Senior Associates  
(List each separately with title, A.7. show number in bracket(a))DOE Position  
Period - year

Funds Requested

Funds Granted

GAL ACAD SUMR

by applicant

by DOE

1. SEE ATTACHED MONR BUDGET FOR BREAKDOWN OF PERSONNEL

835,017

2

3

4

5

6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET EXPLANATION PAGE)

7. ( ) TOTAL SENIOR PERSONNEL (1-6)

B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKET)

1. ( ) POST DOCTORAL ASSOCIATES

2. ( ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)

3. ( ) GRADUATE STUDENTS

4. ( ) UNDERGRADUATE STUDENTS

5. ( ) SECRETARIAL / CLERICAL

6. ( ) OTHER

TOTAL SALARIES AND WAGES (A+B)

835,018

C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)

213,844

TOTAL SALARIES, WAGES, AND FRINGE BENEFITS (A+B+C)

1,048,862

D. PERMANENT EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM)

Perennial Camera

250

Perennial Camera w/printer

600

Survey Equipment

1,508

TOTAL PERMANENT EQUIPMENT

2,358

E. TRAVEL 1. DOMESTIC (INCL. CANADA AND U.S. POSSESSIONS)

83,047

2. FOREIGN

TOTAL TRAVEL

83,047

F. TRAINEE/PARTICIPANT COSTS

1. STIPENDS (Show levels types)

\*totals on budget justification page

9,000

2. TUITION &amp; FEES

14,850

3. TRAINEE TRAVEL

4. OTHER (fully explain on justification page)

TOTAL PARTICIPANTS (3) TOTAL COST

23,850

G. OTHER DIRECT COSTS

1. MATERIALS AND SUPPLIES

3,900

2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION

500

3. CONSULTANT SERVICES

108,500

4. COMPUTER (ADP) SERVICES

3,000

5. SUBCONTRACTS

6. OTHER

94,900

TOTAL OTHER DIRECT COSTS

210,800

H. TOTAL DIRECT COSTS (A THROUGH G)

1,368,909

I. INDIRECT COSTS (SPECIFY RATE AND BASE)

21.9.2% DCLG: 21.2% DOM: 33.1%

TOTAL INDIRECT COSTS

274,426

J. TOTAL DIRECT AND INDIRECT COSTS (H + I)

1,643,335

K. AMOUNT OF ANY REQUIRED COST-SHARING FROM NON-FEDERAL SOURCES

L. TOTAL COST OF PROJECT (J + K)

\$1,643,335

Explanation of Costs for DOE Budget Page  
(OMB Form 1910-1400)

- A. and B. Personnel - See attached Missouri Department of Natural Resources (MDNR) budget for breakdown of personnel. We project that the on-site Engineer will be in place by 1/1/98. Therefore, the costs associated with this Full-Time Equivalent (FTE) were estimated on a nine month time frame for year one.
- C. Fringe Benefits - Current rates: MDNR: 25.5 percent  
MDOH: 27.4 percent.
- D. Equipment - The digital camera/printer will enable MDNR to photograph and present information on remedial action activities for public meetings and senior management on a real-time basis. The other equipment items were requested and approved in prior applications. However, due to state purchasing cycles, we were unable to purchase these items during prior budget periods.
- E. Travel - Includes Instate travel expenses. See attached MDNR budget for breakdown.
- F. Trainee/Participant Cost
- Tuition & Fees-3 FTE @ \$600 times 5 years- total \$9,000. See MDNR budget breakdown-Other Expense- Tuition for Training.
  - Trainee Travel-Includes Out-of-state travel expenses. See attached MDNR budget for breakdown.
- G. Other Direct Costs -
1. Materials and Supplies-\$780 times 5 years-total \$3,900. See MDNR budget, Supplies Category.
  2. Publication costs-\$100 times 5 years-total \$500. See MDNR budget, Other Category, Office Expense.

DOE Budget Plan  
Page 2

3. *Consultant Services*-\$21,700 times 5 years-total \$108,500. See MDNR budget, Contractual Category.
4. *Computer (ADP) Services*-\$600 times 5 years-total \$3,000. See MDNR budget, Other Category, Data Processing Expense.
5. *Subcontracts*-\$0.
6. *Other*-\$94,900. See MDNR budget, Other Category, remainder of Office Expenses-\$1,880 times 5 years-total \$9,400, plus cost of field office space. Office expense includes items such as phone costs, special clothing and office machine maintenance.

I. Indirect Costs - \$274,426. Current rates: DEQ: 19.2 percent, DGLS: 22.2 percent, MDOH: 35.1 percent.

**BUDGET BREAKDOWN FOR COP FLIRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS**

12-Sep-97

**PERSONAL SERVICE**

PERSONAL SERVICE	PROGRAM	MONTHLY SALARY	FTE	MONTHLY	TOTAL
PROGRAM DIRECTOR	HWP/ADM	6,677	0.05	12.00	3,406
SECTION CHIEF	HWP/ADM	4,578	0.05	12.00	2,747
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	3,338	0.15	12.00	8,008
ENVIRONMENTAL SECTION CHIEF	HWP/FF	4,386	0.20	12.00	10,828
ENVIRONMENTAL ENGINEER IV	HWP/FF	4,578	0.35	12.00	18,232
ENVIRONMENTAL ENGINEER III	HWP/FF	3,700	1.00	12.00	44,400
ENVIRONMENTAL ENGINEER III	HWP/ONITE/FF	4,284	1.00	12.00	81,528
ENVIRONMENTAL SPECIALIST III	HWP/FF	3,392	0.25	12.00	10,178
CLERK TYPIST III	HWP/FF	1,927	0.20	12.00	4,828
GEOLOGIST II	DGLS	3,280	0.30	12.00	11,808
ENVIRONMENTAL SPECIALIST II	ESP	3,392	0.10	12.00	4,070
ENVIRONMENTAL SPECIALIST II	MOOH	3,392	0.25	12.00	10,178
<b>SUBTOTAL:</b>			<b>3.90</b>		<b>178,702</b>
<b>FRINGE BENEFITS</b>					<b>45,762</b>
<b>TOTAL PERSONAL SERVICE:</b>					<b>224,464</b>

**EXPENSE AND EQUIPMENT****TRAVEL**

Instate		
Meals-77 @ \$35		2,310
Lodging-77 @ \$70		9,300
Mileage-65(300mi) @ .285/mi		5,858
Mileage(TEH) 12(300mi-out of town) + 8000mi/yr-in town @ .285/mi		3,801
Outstate 3 Mps		
Meals-8 days @ \$30		270
Lodging-8 days @ \$100		800
Airfare-3 trips @ \$700		2,100
<b>Total Travel</b>		<b>19,819</b>
<b>EQUIPMENT</b>		<b>0</b>
<b>SUPPLIER (\$700/yr)</b>		<b>700</b>
<b>CONTRACTUAL</b>		
Medical Monitoring-3.4 yrs @ \$500*		1,700
Outside sample analysis		20,000
<b>Total Contractual</b>		<b>21,700</b>
<b>OTHER</b>		
Office Space 12 months @ \$1,500/mo		18,000
Office Expenses-Avg. \$165/month		1,980
Data Processing Expenses-Avg. \$800/mo		9,600
Training Fees (3 courses @ \$600)		1,800
<b>Total Other</b>		<b>22,380</b>
<b>TOTAL EXPENSE AND EQUIPMENT</b>		<b>64,679</b>

<b>PERSONAL SERVICE</b>	<b>224,464</b>
<b>EXPENSE AND EQUIPMENT</b>	<b>64,679</b>
<b>INDIRECT</b>	<b>58,058</b>
<b>TOTAL</b>	<b>347,201</b>

\*Does not include administrative or clerical fee



BUDGET BREAKDOWN FOR DOE FUSRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

12-Sep-97

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	5,358	0.05	12.00	3,214
SECTION CHIEF	HWP/ADM	4,320	0.05	12.00	2,592
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	3,148	0.15	12.00	5,088
ENVIRONMENTAL SECTION CHIEF	HWP/FF	4,138	0.20	12.00	8,921
ENVIRONMENTAL ENGINEER IV	HWP/FF	4,320	0.35	12.00	18,144
ENVIRONMENTAL ENGINEER VI	HWP/FF	3,481	1.00	12.00	41,862
ENVIRONMENTAL ENGINEER III	HWP/FF/TE/FF	4,051	1.00	12.00	48,612
ENVIRONMENTAL SPECIALIST III	HWP/FF	3,200	0.25	12.00	9,600
CLERK TYPIST II	HWP/FF	1,818	0.20	12.00	4,363
GEOLOGIST III	UGLS	3,094	0.30	12.00	11,138
ENVIRONMENTAL SPECIALIST II	ESP	3,200	0.10	12.00	3,840
ENVIRONMENTAL SPECIALIST II	MDCH	3,200	0.25	12.00	6,800
SUBTOTAL:			3.50		165,594
FRINGE BENEFITS					43,173
TOTAL PERSONAL SERVICE:					314,767

## EXPENSE AND EQUIPMENT

## TRAVEL

Instate	
Meals-77 @ \$30	2,310
Lodging-77 @ \$70	5,390
Mileage-66(300mi) @ .285/mi	8,556
Mileage(CEII) 12(300mi-out of town) + 8000mi/yr-in town @ .285/mi	3,581

Outstate 3 trips	
Meals-6 days @ \$30	270
Lodging-6 days @ \$100	600
Airtaxi-3 trips @ \$700	2,100

Total Travel 19,819

## EQUIPMENT

SUPPLIES (3000/ks) 780

## CONTRACTUAL

Medical Monitoring-3.4 ft @ \$500*	1,700
Outside sample analysis	20,000
Total Contractual	21,700

## OTHER

Office Space 12 months @ \$1,500/mo	18,000
Office Expenses-Avg. \$163/month	1,960
Data Processing Expenses-Avg. \$50/mo	600
Training Fees (3 courses @ \$500)	1,500
Total Other	22,060

TOTAL EXPENSE AND EQUIPMENT 84,679

PERSONAL SERVICE 211,767  
EXPENSE AND EQUIPMENT 84,679  
INDIRECT 53,479

## TOTAL

331,825

\*Does not include administrative or clerical fee

BUDGET BREAKDOWN FOR DOE FUSRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

12-Sep-97

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	4,787	0.05	12.00	2,880
SECTION CHIEF	HWP/ADM	3,844	0.05	12.00	2,308
MANAGEMENT ANALYST SPECIALIST II	HWP/ADM	2,803	0.15	12.00	8,048
ENVIRONMENTAL SECTION CHIEF	HWP/FF	3,683	0.20	12.00	8,839
ENVIRONMENTAL ENGINEER IV	HWP/FF	3,644	0.38	12.00	18,145
ENVIRONMENTAL ENGINEER VII	HWP/FF	3,107	1.00	12.00	37,284
ENVIRONMENTAL ENGINEER IN	HWP/ON SITE/FF	3,606	1.00	9.00	32,454
ENVIRONMENTAL SPECIALIST II	HWP/FF	2,848	0.36	12.00	8,544
CLERK TYPIST III	HWP/FF	1,818	0.20	12.00	3,888
GEOLOGIST III	DGLS	2,754	0.30	12.00	9,816
ENVIRONMENTAL SPECIALIST III	ESP	2,848	0.19	12.00	3,418
ENVIRONMENTAL SPECIALIST III	MDOH	2,848	0.25	12.00	8,544
SUBTOTAL:			3.80		136,236
FRINGE BENEFITS					35,957
TOTAL PERSONAL SERVICE:					174,803

## EXPENSE AND EQUIPMENT

TRAVEL				
Instate				
Mileage-74 trips @ \$30			2,220	
Lodging-74 trips @ \$70			5,180	
Mileage-46 trips (300mi) @ .285/mi			5,558	
Mileage (EEII) 8 trips (300mi-out of town) @ \$750/mi-in town @ .285/mi			2,880	
Outstate 3 trips				
Mileage-3 days @ \$30			270	
Lodging-3 days @ \$100			300	
Airfare-3 trips @ \$700			2,100	
Total Travel				18,621
EQUIPMENT				
Standard camera			250	
Digital camera w/printer			800	
GM survey meter/NaI probe/GM detectors			1,500	
Total Equipment				2,550
SUPPLIES (3200/yr)				780
CONTRACTUAL				
Medical Monitoring-3.4 fa @ \$500*			1,700	
Outside sample analysis			20,000	
Total Contractual				21,700
OTHER				
Office Space 9 months @ \$1,500/mo			13,500	
Office Expenses-Avg. \$165/month			1,980	
Data Processing Expenses-Avg. \$50/mo			600	
Training Fees (3 courses @ \$600)			1,800	
Total Other				17,880
TOTAL EXPENSE AND EQUIPMENT				61,331
PERSONAL SERVICE				174,803
EXPENSE AND EQUIPMENT				61,331
INDIRECT				47,048
TOTAL				283,282

\*Does not include administrative or clerical fee

BUDGET BREAKDOWN FOR DOE FURRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

12-Sep-87

YEAR 12

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HWP/ADM	3,063	0.06	12.00	3,632
SECTION CHIEF	HWP/ADM	4,075	0.06	12.00	2,445
MANAGEMENT ANALYST & SPECIALIST II	HWP/ADM	2,871	0.15	12.00	5,348
ENVIRONMENTAL SECTION CHIEF	HWP/FF	3,804	0.20	12.00	9,376
ENVIRONMENTAL ENGINEER IV	HWP/FF	4,075	0.35	12.00	17,115
ENVIRONMENTAL ENGINEER III	HWP/FF	3,223	1.00	12.00	38,616
ENVIRONMENTAL ENGINEER III	HWP/FF	3,822	1.00	12.00	45,864
ENVIRONMENTAL SPECIALIST III	HWP/FF	3,019	0.25	12.00	9,057
CLERK TYPIST III	HWP/FF	1,715	0.20	12.00	4,116
ECOLOGIST III	OGLO	2,819	0.20	12.00	10,508
ENVIRONMENTAL SPECIALIST III	ESP	3,019	0.10	12.00	3,623
ENVIRONMENTAL SPECIALIST III	MDOH	3,019	0.25	12.00	9,057
SUBTOTAL:			3.60		150,051
FRINGE BENEFITS					40,731
TOTAL PERSONAL SERVICE:					190,782

## EXPENSE AND EQUIPMENT

## TRAVEL

## Instate

Meals-77 @ \$30

Lodging-77 @ \$70

Mileage-65(300mi) @ .285/mi

Mileage(EEIII) 12(300mi-out of town) = 3600mi/yr-in town @ .263/mi

2,310

5,390

5,858

3,561

## Outstate 3 trips

Meals-6 days @ \$30

Lodging-6 days @ \$100

Airfare-3 trips @ \$700

270

600

2,100

## Total Travel

19,519

## EQUIPMENT

0

## SUPPLIES (\$200/mo)

780

## CONTRACTUAL

Medical Monitoring-3.4 hrs @ \$500\*

1,700

Outside sample analysis

20,000

## Total Contractual

21,700

## OTHER

Office Space 12 months @ \$1,500/mo

18,000

Office Expenses-Avg \$100/month

1,200

Data Processing Expenses-Avg \$50/mo

600

Training Fees (3 courses @ \$500)

1,500

## Total Other

22,300

## TOTAL EXPENSE AND EQUIPMENT

64,679

## PERSONAL SERVICE

190,782

## EXPENSE AND EQUIPMENT

64,679

## INDIRECT

83,043

## TOTAL

317,504

\*Does not include administrative or clerical fee

BUDGET BREAKDOWN FOR DOE FUSRAP  
BASED ON ESTIMATED OVERSIGHT COSTS FOR 12 MONTHS

12-Sep-97

PERSONAL SERVICES	PROGRAM	MONTHLY SALARY	FTE	MONTHS	TOTAL
PROGRAM DIRECTOR	HMP/ADM	6,018	0.05	12.00	3,611
SECTION CHIEF	HMP/ADM	4,854	0.08	12.00	2,912
MANAGEMENT ANALYST SPECIALIST II	HMP/ADM	3,538	0.15	12.00	6,368
ENVIRONMENTAL SECTION CHIEF	HMP/FF	4,848	0.20	12.00	11,168
ENVIRONMENTAL ENGINEER IV	HMP/FF	4,854	0.35	12.00	20,867
ENVIRONMENTAL ENGINEER III	HMP/FF	3,022	1.00	12.00	47,064
ENVIRONMENTAL ENGINEER III	HMP/ONSITE/FF	4,852	1.00	12.00	54,624
ENVIRONMENTAL SPECIALIST III	HMP/FF	3,586	0.25	12.00	10,758
CLERK TYPIST II	HMP/FF	2,043	0.20	12.00	4,903
GEOLOGIST III	OGUS	3,477	0.30	12.00	12,517
ENVIRONMENTAL SPECIALIST III	ESP	3,586	0.10	12.00	4,318
ENVIRONMENTAL SPECIALIST III	MDON	3,586	0.25	12.00	10,768
SUBTOTAL			3.80		189,435
FRINGE BENEFITS					48,511
TOTAL PERSONAL SERVICE:					237,946

## EXPENSE AND EQUIPMENT

## TRAVEL

Instate		2,310
Meals-77 @ \$30		6,300
Lodging-77 @ \$70		5,398
Mileage-65(300mi) @ .15/mi		3,581
Mileage(EEIII) 12(300mi-out of town) + 8000mi/yr-in town @ .25/mi		
Outstate 3 trips		
Meals-6 days @ \$30		270
Lodging-6 days @ \$100		600
Airfare-3 trips @ \$700		2,100
Total Travel		19,819
EQUIPMENT		0
SUPPLIES (\$200/yr)		790
CONTRACTUAL		
Medical Monitoring-3.4 lbs @ \$500		1,700
Outside sample analysis		20,000
Total Contractual		21,700
OTHER		
Office Space 12 months @ \$1,500/mo		18,000
Office Expenses-Avg. \$100/month		1,800
Data Processing Expenses-Avg. \$50/mo		600
Training Fees (3 courses @ \$800)		1,800
Total Other		22,200
TOTAL EXPENSE AND EQUIPMENT		64,579
PERSONAL SERVICE		237,946
EXPENSE AND EQUIPMENT		64,579
INDIRECT		80,798
TOTAL		383,423

\*Does not include administrative or clerical fee

SCOPE OF WORK  
MISSOURI DEPARTMENT OF NATURAL RESOURCES  
OVERSIGHT AND MONITORING OF MISSOURI FUSRAP SITES

**PURPOSE:**

The Missouri Department of Natural Resources (MDNR) agrees to perform the following activities pertaining to response actions at the Department of Energy's (DOE) Formerly Utilized Sites Remedial Action Project (FUSRAP) in the vicinity of St. Louis, Missouri. The purpose of this Statement of Work is to provide funding for the oversight of activities conducted at these DOE sites related to CERCLA. MDNR will review documents and activities produced as a result of efforts conducted by the DOE to identify and remediate uncontrolled hazardous waste/substance sites.

The MDNR will evaluate proposals, recommendations, and plans as related to State law and regulations, in addition to MDNR policies and guidance.

**MDNR TASKS:**

**A. Project Planning**

1. MDNR will review, comment, and make recommendations on overall project plans and timing regarding priorities and scope of project plans. In addition, MDNR will review comments, and make recommendations on existing and subsequent documents and data pertaining to removal, pre-remedial, remedial, accelerated operable units, and other response actions.
2. MDNR will identify and explain State applicable or relevant and appropriate regulations.
3. MDNR will participate in technical review committees.
4. MDNR will designate a project manager(s) to participate in planning and review.

FUGRAP Scope of Work  
Page 2

B. Community Relations

1. MDNR will review a mailing list of interested parties for the site. This list will include parties identified as a result of initial contacts, in addition to legislators, congressional representatives, environmental groups, and other interested parties for use in distributing fact sheets or other site information.
2. MDNR will participate with DOE and other parties in the conduct of public education and community relations.
3. MDNR will participate as an active member of the St. Louis Remediation Oversight Committee.
4. MDNR will assist in preparation of at least one community update for the project during the project period. This update may consist of a newsletter, a public meeting, a press release, or other media, as determined by the Community Relations Plan.
5. When the Remedial Investigation/Feasibility Study (RI/FS) is completed, MDNR will assist in conducting a public meeting in the city closest to the site in order to distribute the information in the RI/FS, and solicit public comments.
6. MDNR will review up-to-date fact sheets for distribution to interested parties identified as a result of the mailing list.
7. MDNR will respond to inquiries regarding the site when requested.
8. MDNR will assist in responding to comments received during the public comment period in order for a responsiveness summary to be prepared.
9. To the extent practicable, each party will provide to the other advance notification of press releases concerning activities covered by this agreement.

## FUSRAP Scope of Work

Page 3

## C. Remedial Design

1. MDNR will make available to DOE, or its contractors, all file information (excluding confidential files) for the site and provide technical and policy guidance to DOE, or their contractors, while conducting Remedial Design.
2. MDNR will review and comment regarding the following submissions to be made by DOE, or their contractor(s):
  - a. Work Plan - The plan will be reviewed by MDNR. Comments relative to data gaps or further investigation needs to be given if applicable.
  - b. Designs - MDNR will review any preliminary or intermediate design plans to ensure that technical requirements of the project have been addressed and to determine if the final design will provide an operable and usable remediation project.
  - c. Operation and Maintenance Plan.
  - d. Quality Assurance Project Plan.
  - e. Site Safety Plan.

## D. Remedial Action

1. MDNR will make available to DOE, or its contractors, all file information (excluding confidential file) for the sites and provide technical and policy guidance to DOE, or their contractors while conducting Remedial Action.
2. MDNR will review and comment regarding the following activities and submissions to be made by DOE, or their contractor (s):
  - a. Responsibility and Authority
  - b. Construction Quality Assurance Personnel Qualifications.

FUSRAP Scope of Work  
Page 4

- c. Inspection Activities
- d. Preconstruction Inspection and Meeting
- e. Profinal Inspection
- f. Final Inspection

E. Removals and Expedited Response

1. MDNR will review and comment on the following submissions to be made by DOE or their contractors:
  - a. Removal assessment;
  - b. Removal draft and final design;
  - c. Removal - decision documents;
  - d. Removal - sampling and analysis plans; and
  - e. Community relations activities.
2. MDNR will participate in the oversight of removal actions conducted.

F. Field Oversight Tasks

1. MDNR will oversee field work at the sites to ensure compliance with the work plan, SSP, QAPP, and other actions taken.
  - a. MDNR On-Scene Coordinator - The MDNR Project Manager will act as the on-scene coordinator (OSC) to oversee field work during the remedial action and to ensure compliance with the work plan. There may be times during the remedial action activities that the MDNR Project Manager will request OSC assistance from other MDNR personnel, i.e., at critical times when the MDNR project Manager is unable to be at the site, during activities that require personnel trained in the use of safety equipment and sampling procedures, or when geological expertise is needed. DOE will provide appropriate personal protective equipment, sampling equipment and containers, and disposal of investigative derived wastes. Additionally, any evaluation by DOE's technical support will be provided to MDNR if appropriate.



## FUSRAP Scope of Work

Page 5

- b. On-Scene Presence/Inspection - During the course of any field work, on-site visits are expected from various MDNR officials, i.e., personnel from the Division of Environmental Quality and from the Division of Geology and Land Survey.
- c. Confirmatory Sampling - If any samples are taken during the remedial action, MDNR will oversee the collection and take custody of split samples for independent analysis to verify the work being performed by DOE. The MDNR Project Manager will determine which of the split samples are to be analyzed. At times, the MDNR Project manager will give audit samples to DOE to submit to their laboratory for analysis and MDNR will compare the results to the known values. MDNR may conduct its own air or water monitoring to ensure compliance with the site safety plan.

MDNR will provide for continued oversight of operation and maintenance activities for the remedial action until such time as the site is delisted from the National Priorities List (NPL).

#### G. Administration

1. MDNR will prepare proposals and administer the grant to include provisions for recovery of state costs associated with the oversight of the FUSRAP activities described herein.

#### MDNR SUPPORT AGENCIES TASKS

MDNR will, through an inter-agency procedure, request support services from MDOH regarding public health assessment activities relating to DOE's cleanup of FUSRAP.

These activities will center around three areas:

1. Oversight - which will involve reviewing documents and work plans for their adequacy in protecting the health of the public and of the workers on-site.

**FUSRAP Scope of Work****Page 6**

2. Monitoring - which will involve sampling and testing of surface water, flora/fauna, air, wells, and radon around the St. Louis area FUSRAP sites.
3. Health Consultation - which will involve health risk assessment data to the agencies connected with the DOE MDNR, and MDOH.

This Scope of Work and the grant do not diminish the authority of the State to fully carry out its statutory and regulatory responsibilities under state and federal law or the right of DOE to raise any defenses available under law in the case of any enforcement action brought by the State and others, whether in an administrative or a judicial proceeding. Similarly, no funds provided hereunder shall be used for regulatory/enforcement activities or for activities for which the State intends to charge DOE under State law or regulations.


**ASSURANCES — NON-CONSTRUCTION PROGRAMS**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1601-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director
APPLICANT ORGANIZATION Min. Dept. of Natural Resources	DATE SUBMITTED OCT 28 1997

OE&P FEELS  
10-8-90  
All Other Offices Are Obsolete

U.S. Department of Energy  
Bureau of Compliance  
Nondiscrimination in Federally Assisted Programs

OMB Control No.  
1010-0-002

OMB Bureaucratic Statement

Public reporting burden for this collection of information is estimated to average 18 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight Records Management Division, HQ-422-GTH, Paperwork Reduction Project (1010-0-002), U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1010-0-002), Washington, DC 20503.

Missouri Department of Natural Resources (hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 14 of the Federal Energy Administration Act of 1974 (Pub. L. 93-276), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-432), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-380, and Pub. L. 94-142), Section 804 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VII of the Civil Rights Act of 1968 (Pub. L. 90-269), the Department of Energy Organization Act of 1977 (Pub. L. 95-61), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-388) and Title 10, Code of Federal Regulations, Part 1940, in accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to ensure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to improve employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or enters into for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unjustifiably denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to ensure compliance by recipients with laws cited in the first paragraph of this assurance.

Page 2 of 2

DOC# 7001.2

(03-95)

All Other Editing Age Obsolete

DOC# Control No.  
1010-0400

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds submitted by the Department of Energy. Facilities of the Applicant (including the physical plant, buildings, or other structures) and all records, books, accounts, and other specimens of information submitted to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of securing any and all Federal grants, loans, contracts (including procurement contracts), property, discounts or other Federal assistance submitted after the date hereof, to the Applicant by the Department of Energy, including installment payments on account after each date of application for Federal assistance which are approved before such date. The Applicant represents and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. The assurance is binding on the Applicant, the successors, transferees, and assigns, as well as the person(s) whose signature appear below and who are authorized to sign the assurance on behalf of the Applicant.

**Applicant Certification**

The Applicant certifies that it has complied, or if not, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 700.15 (a copy will be furnished to the Applicant upon written request to DOE).

**Designated Responsible Employee**

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

Missouri Department of Natural Resources

(573) 751-4422

Applicant's Name

Telephone Number

P.O. Box 176

September 1997

Address

Date

Jefferson City, MO 65101

**Authorized Official:**President, Chief Executive Officer  
or Authorized Designee

David A. Shore, Director

(573) 751-4422

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

MS4263/1(03/10/95)

TOTAL P.03

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract with a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to this Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 23, 1990.

#### ALTERNATE 1 (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below site(s) for the performance of work done in connection with the specific grant:

Place of Performance:  
(Street address, city, county, state, zip code)

201 Jefferson Street

Jefferson City, Missouri 65101

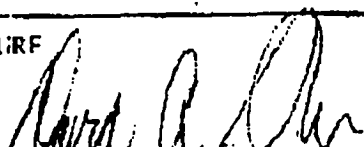
☐ Check if there are workplaces on file that are not identified here.

#### ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification:

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
Missouri Department of Natural Resources	NUCRAP
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
David A. Short, Director	
SIGNATURE	DATE
	OCT 28 1998



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

This certification is being made in compliance with the Drug-Free Workplace Act of 1988.

- A. The State of Missouri certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) abide by the terms of the statement; and
    - (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

- (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. Place of Performance: This statewide certification will apply to any of the state's executive branch departments and all of the divisions and locations within these departments throughout the State of Missouri. The addresses of the offices of each department director are attached. Specific site location will be provided, as needed, with grant applications.

This certificate is for the period from October 1, 1996 through September 30, 1997.

This assurance is given in connection with any and all financial assistance from the Department of the Interior after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the authorized official, and is made in accordance with and to the extent of the authority of the undersigned.

State of Missouri:

9-24-96

Date

Don Carls  
GOVERNOR

STATE AND LOCAL DEPARTMENT/AGENCY  
INDIRECT COST NEGOTIATION AGREEMENT

## ORGANIZATION:

State of Missouri  
Department of Natural Resources  
P.O. Box 176  
Jefferson City, Missouri 65102-0176

DATE: May 30, 1997

REPORT NO(s): 97-P-885

FILING REF.: This replaces the  
Negotiation Agreement dated  
May 13, 1996.

The indirect cost rates contained herein are for use on grants and contracts with the Federal Government to which Office of Management and Budget Circular A-87 applies, subject to the limitations in Section II.A. of this agreement. The rate(s) were negotiated by the U.S. Department of the Interior, Office of Inspector General, and the subject organization in accordance with the authority contained in the Circular.

## SECTION I: RATES

Page 1 of 2

Type	Effective Period		Rate	Locations	Applicable To
	From	To			
Fixed Carryforward	07/01/95	06/30/96	26.6%	All	1/
Fixed Carryforward	07/01/95	06/30/96	22.8%	All	2/
Fixed Carryforward	07/01/95	06/30/96	25.5%	All	3/
Fixed Carryforward	07/01/95	06/30/96	19.2%	All	4/
Fixed Carryforward	07/01/95	06/30/96	17.0%	All	5/
Fixed Carryforward	07/01/96	06/30/97	23.3%	All	1/
Fixed Carryforward	07/01/96	06/30/97	23.4%	All	2/
Fixed Carryforward	07/01/96	06/30/97	26.4%	All	3/
Fixed Carryforward	07/01/96	06/30/97	18.0%	All	4/
Fixed Carryforward	07/01/96	06/30/97	14.7%	All	5/
Fixed Carryforward	07/01/97	06/30/98	19.2%	All	1/
Fixed Carryforward	07/01/97	06/30/98	22.2%	All	2/
Fixed Carryforward	07/01/97	06/30/98	18.2%	All	3/
Fixed Carryforward	07/01/97	06/30/98	13.7%	All	4/
Fixed Carryforward	07/01/97	06/30/98	14.8%	All	5/

SECTION I: GENERAL (continued)

Page 2 of 2

- 1/ Division of Environmental Quality Programs.
- 2/ Division of Geology and Land Survey Programs.
- 3/ Division of Energy Programs.
- 4/ Division of State Parks Programs except the Outdoor Recreation Assistance Programs.
- 5/ Outdoor Recreation Assistance Programs

\*Base: Total direct costs, less capital expenditures and passthrough funds.

\*\*Land and Water Conservation Fund expenditures including the expenditures of matching contributions made by state localities.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

SECTION II: GENERAL

A. LIMITATIONS: Use of the rates contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rates agreed to herein is predicated upon the conditions that: (1) no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal, (2) such costs are legal obligations of the grantee/contractor, (3) the same costs that have been treated as indirect costs have not been claimed as direct costs, (4) similar types of costs have been accorded consistent treatment, and (5) information provided by the grantee/contractor which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. AUDIT: All costs (direct and indirect, Federal and non-Federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: Rates contained in this agreement are based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure, or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rates in this agreement, require the prior approval of the authorized representative of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.

D. FIXED CARRYFORWARD RATES: Fixed carryforward rates are based on an estimate of the costs which will be incurred during the period for which the rates apply. When the actual costs for such periods have been determined, an adjustment will be made to rates for future periods, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.



Mel Carnahan, Governor - David A. Hirst, Director

# DEPARTMENT OF NATURAL RESOURCES

DIVISION OF ADMINISTRATIVE SUPPORT

P.O. Box 176 Jefferson City, MO 65102-0176

FAX (573) 751-7749

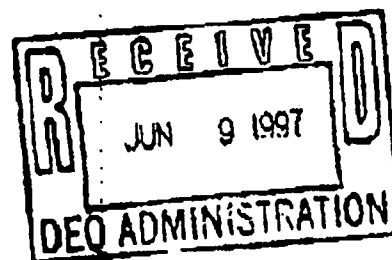
## MEMORANDUM

June 5, 1997

TO: Division Directors  
Deputy Division Directors

FROM: Gary W. Seimericks, Director  
Division of Administrative Support

SUBJECT: FY 98 Indirect Cost Rates



The Department of Interior (DOI) has approved the following indirect rates for fiscal year 1998. The Division of Administrative Support has established the following project grant codes for fiscal year 1998 indirect activities:

Division of Environmental Quality	19.2%	4782048
Division of Geology & Land Survey	22.2%	4782053
Division of Energy	18.2%	4782074
Division of State Parks	13.7%	4782069
Land & Water Conservation Funds	14.8%	4782095
Office of the Director	N/A	4782032
Division of Administrative Support	N/A	4782080

Attached is a copy of the fully executed agreement for your use with your federal grants and agreements.

Please contact me if you have any questions related to the rates.

GWH:to

Attachment

c: Stacey Hirst, DO  
Linda Jaegers, DEQ, Admin  
Glen Gessley, DSP, FMP  
Hans Juengermann, DE  
Nona Lancaster, DGLS, Admin  
Dan Walker, DAS, General Services



## United States Department of the Interior

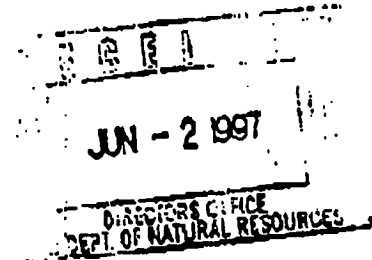
## OFFICE OF INSPECTOR GENERAL

Western Region  
2800 Cottage Way, Room W2400  
Sacramento, California 95825

7530

May 30, 1997

Mr. David A. Shorr, Director  
State of Missouri  
Department of Natural Resources  
P.O. Box 176  
Jefferson City, Missouri 65102-0176



Dear Mr. Shorr:

Enclosed is an original copy of the Indirect Cost Negotiation Agreement for the 12-month period ending June 30, 1998, between the Federal Government and the Missouri Department of Natural Resources.

If you have any questions regarding this agreement, please write or call Ms. Maria Nua, Program Analyst, at (916) 979-2695.

Sincerely,

A handwritten signature in cursive script that reads "Charles D. Wiebe".

Charles D. Wiebe  
Indirect Cost Coordinator

Enclosure

cc: Director, Division of Cost Allocation and Liaison, DHHS  
Chief, Recreation Grants Division, NPS  
Regional Director, NPS, Denver, CO

Ref: MISSOURI\MONRC210\Issue.Ltr

SECTION I: GENERAL (continued)

Page 2 of 2

E. NOTIFICATION TO FEDERAL AGENCIES: Copies of this document may be provided to other Federal offices as a means of notifying them of the agreement contained herein.

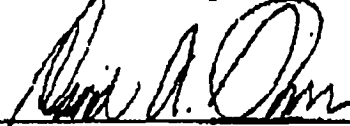
F. OTHER: If any Federal contract, grant, or other agreement is reimbursing indirect costs by a measure other than the approved rate(s) in this agreement, the grantee/contractor should (1) credit such costs to the affected programs and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

G. Special Remarks: None.

SECTION III. ACCEPTANCE

Listed below are the signatures of acceptance for this agreement:

By the State Department/Agency:



/s/

David A. ShorrNameDirectorDepartment of Natural ResourcesTitleMay 20, 1997Date

By the Cognizant Federal Government Agency.



/s/

Charles D. WiebeNameIndirect Cost CoordinatorWestern RegionTitleU.S. Department of the InteriorOffice of Inspector GeneralAgencyDate May 30, 1997Negotiated by Elena ChanTelephone (916) 979-2695

STATE OF MISSOURI  
**DEPARTMENT OF NATURAL RESOURCES**

DIVISION OF ENVIRONMENTAL QUALITY  
P.O. Box 176 Jefferson City, MO 65102-0176

September 9, 1997

Ms. Lois Pohl  
Division of General Services  
Office of Administration  
Truman State Office Building  
Room 430  
Jefferson City, Missouri 65101

Dear Ms. Pohl:

This letter is to notify you of anticipated activities to be funded by the U.S. Department of Energy. These activities are subject to the state intergovernmental review process. The 60-day comment period on these proposed actions will begin five days after this letter is sent. Please address any comments on the proposed action to me. The activities are described below:

1. Description of Proposed Activities: The Missouri Department of Natural Resources will conduct technical review and comment on environmental restoration activities for the U.S. Department of Energy's Formerly Utilized Sites Remedial Action Program (FUSRAP).
2. Estimated Cost: \$1,600,000 (100% funded by DOE).
3. Projected Start Date: October 1, 1997
4. Projected Completion Date: September 30, 2002
5. State Project Officer:

Mr. Larry Erickson  
Hazardous Waste Program  
MO Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102  
(573) 751-6838



Ms. Lois Pohl  
Page Two  
September 9, 1997

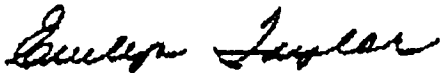
6. DOE Project Officer:

Mr. Robert French  
U.S. Department of Energy  
Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, TN 37831-8758  
(615) 576-4849

As I have indicated, you will have 60 days after receipt of this letter to submit your comments. However, I would very much appreciate hearing from you at the earliest possible time, so that we can proceed with the project without any delays. Please address any questions on this project, or if you need further information, please contact me at (573) 751-2792, and I will be happy to assist you in any way during your review.

Sincerely,

HAZARDOUS WASTE PROGRAM



Evelyn Taylor, Acting Chief  
Budget and Planning Section

ET:lw

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

This certification is being made in compliance with the Drug-Free Workplace Act of 1988.

- A. The State of Missouri certifies that it will or will continue to provide a drug-free workplace by:**
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;**
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --**
    - (1) the dangers of drug abuse in the workplace;**
    - (2) the grantee's policy of maintaining a drug-free workplace;**
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and**
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;**
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --**
    - (1) abide by the terms of the statement; and**
    - (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
  - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;**
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --**

- (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. Place of Performance: This statewide certification will apply to any of the state's executive branch departments and all of the divisions and locations within these departments throughout the State of Missouri. The addresses of the offices of each department director are attached. Specific site location will be provided, as needed, with grant applications.

This certificate is for the period from October 1, 1997 through September 30, 1998.

This assurance is given in connection with any and all financial assistance from the Department of Defense after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The applicant recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the authorized official, and is made in accordance with and to the extent of the authority of the undersigned.

State of Missouri:

9-17-97

Date

*Phil Canale*

GOVERNOR

# Cataloging Form

{Technical/Project Managers fill in C through G, K through Q. RM completes other fields}

A. Document ID Number: Assigned by database 826

B. Further Information Required?: ☐

C. Operable Unit (Choose One):

USACE ☐  
St. Louis Sites ☒  
Downtown ☐  
North County ☐  
Madison Sites ☐  
Inaccessible Areas ☐  
PRP ☐  
Oversight Committee ☐

D. Site (Optional):

SLDS VPs ☐  
Mallinckrodt ☐  
SLAPS ☐  
SLAPS VPs ☐  
CWC ☐  
HISS ☐  
Madison ☐

E. Area (Optional): \_\_\_\_\_

F. Primary Document Type (Choose One):

Site Management Records ☒  
Removal Response ☐  
Remedial Investigation ☐  
Feasibility Study ☐  
Record of Decision ☐  
Remedial Design ☐

Remedial Action ☐  
Public Affairs/Community Relations ☐  
Congressional Relations ☐  
Freedom of Information Act ☐  
Real Estate ☐  
Project Management ☐

G. Secondary Document Type (see back of form): Interagency Agreements/Memoranda

H. Bechtel Number: \_\_\_\_\_

I. SAIC Number: \_\_\_\_\_

J. MARKS Number(Choose One): FN: 1110-1-8100e ☐ FN: 1110-1-8100f ☐ FN: 1110-1-8100g ☐

K. Subject/Title: Final Signed MDNR Cooperative Agreement

L. Author: William Lewis

M. Author's Company: OC

N. Recipient(s): \_\_\_\_\_

O. Recipient(s) Company: \_\_\_\_\_

P. Version (Choose One): Draft ☐ Final ☒

Q. Date: 9/17/98

R. Include in the ARF? ☒

S. Include in the AR? ☐

T. Filed as Confidential/Privileged? ☐

U. Document Format (Choose one):

Paper ☒  
Electronic ☐

Photographic ☐  
Audio-visual ☐

Cartographic/Oversize ☐  
Microform ☐

V. Filed in AR Volume Number: \_\_\_\_\_

W. Physical Location (Choose One):

Central Files ☒  
Records Holding Area ☐

Microfilm Vendor ☐  
Department of Energy ☐

In ARF ☐  
In AR ☐

X. Associated with Document(s): \_\_\_\_\_