

FS Agreement No. 00-IA-11041810-011  
Cooperator Tax ID No. \_\_\_\_\_  
Cooperator Agreement No. \_\_\_\_\_  
9/29/00

INTERAGENCY AGREEMENT  
between  
USDA FOREST SERVICE  
and the  
BUREAU OF RECLAMATION

SDMS Document ID



2001402

This **INTERAGENCY AGREEMENT** is hereby entered into by and between the USDA Forest Service, Uinta National Forest, hereinafter referred to as the Forest Service, and the Bureau of Reclamation, hereinafter referred to as the Cooperator under the provisions of the Economy Act of June 30, 1932 (31 U.S.C. 1535, Pub.L. 97-258 and 98-216).

**A. PURPOSE:**

This agreement between the USDA Forest Service, Uinta National Forest (FS), and the USDI Bureau of Reclamation, Provo Area Office (Reclamation) provides the FS with technical support from Reclamation specialists to perform specific tasks (See Attachment A – List of Job Tasks and Estimated Cost of Work) associated with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) projects on the Uinta National Forest in the American Fork Mining District located in the North Fork of American Fork River drainage.

The authority for the FS to enter into this Agreement with Reclamation and to place orders for work or services is the Economy Act. 31 U.S.C. 1535.

**B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:** Both agencies are committed to a clean environment. Working together on this project will assist in developing long term solutions to the environmental challenges at the American Fork Mining District.

**C. FOREST SERVICE SHALL:**

1. Provide funding for each job task that the Forest Service directs Reclamation to perform in the amount estimated by Reclamation for the specific job task.
2. Issue Work Orders to Reclamation directing specific job tasks to be performed and identify in the work order the funds to be utilized to finance the work. The Work Orders will be issued by the Forest Service's On-Scene Coordinator herein identified.
3. Assist Reclamation in any job tasks requested by Reclamation within its local capabilities to do so.
4. Review materials, data, and information produced by Reclamation to ensure that it meets the needs of the Forest Service and direct modifications or additions be made as required by the Forest Service. This is to be done in a timely manner to prevent inappropriate impact to Reclamation's crews, work schedule, or costs.

**D. BUREAU OF RECLAMATION SHALL:** Provide all necessary labor, supervision, equipment, transportation, materials, and quality control to complete the following:

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1. Provide a cost estimate to the Forest Service detailing each job task included in this agreement and perform operations in such a way as to complete the aggregate of the work within the total estimated cost.
2. Perform job tasks in an expedient manner upon receipt of a work order from the Forest Service directing certain job task(s) to be accomplished.
3. Conduct geologic and hydrologic investigations to classify soils and delineate heavy metal concentrations in soils and ground water to assist in "characterization" of sites impacted by mining activities and the design of a repository site for containment of contaminated materials.
4. Perform Engineering Surveys of specified sites sufficient for development of site maps, estimating quantities of mine wastes, design of a central repository, and development of a restoration plan for sites to be reclaimed.
5. Perform Engineering Design of a common repository, reclamation plans for specified removal sites, and prepare contract documents including plans, specifications, and estimates of the cost of the work involved at sites to be specified by the Forest Service.
6. Provide contractual services for the advertisement, award, and administration of contracts for removal actions and reclamation of specific sites as directed by the Forest Service.
7. Provide the Forest Service with quarterly summaries of all expenses charged to the financial accounts tied to this agreement.
8. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

**E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
2. **TERMINATION.** Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations, as is possible. Full credit shall be allowed for each party's expenses and all noncancellable obligations properly incurred up to the effective date of termination. The work under this Agreement shall be completed no later than December 31, 2003, at which time this Agreement terminates.
3. **OBLIGATIONS.** Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.
4. **PRINCIPAL CONTACTS.** Both Reclamation and FS will appoint an agency liaison person for this Agreement. Any problems or disputes between Reclamation and FS relating to the above service will be directed to the agency liaisons. The liaisons will work

cooperatively to resolve the disputes within each agency's rules and regulations. In the event the liaisons are unable to resolve the dispute, the persons executing this Agreement will be called upon for resolution. The principal contacts for this instrument are:

**Forest Service Project Contact**

Ted V. Fitzgerald  
On-Scene Coordinator  
  
Uinta National Forest  
88 West 100 North  
Provo, UT 84601  
Phone: 801-342-5100  
FAX: 801-342-5144  
E-Mail :tvfitzgerald@fs.fed.us

**Reclamation's Project Contact**

Scott Elliott  
Chief Environmental Restoration  
Group  
Bureau of Reclamation  
302 East 1860 South  
Provo, Utah 84606-7317  
Phone: 801 379-1232  
FAX: 801 379-1159  
E-Mail selliot@uc.usbr.gov

**Forest Service Administrative Contact**

Paul Gauchay  
Uinta National Forest  
88 West 100 North  
Provo, UT 84601  
Phone: 801-342-5100  
FAX: 801-342-5144  
E-Mail: pgauchay@fs.fed.us

**Reclamation's Administrative Contact**

Brent Rhees  
Bureau of Reclamation  
302 East 1860 South  
Provo, Utah 84606-7317  
Phone: 801 379-1210  
FAX: 801 379-1159  
E-Mail: brhees@uc.usbr.gov

5. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this instrument is not available for reimbursement of Cooperator purchase of equipment (and supplies, optional).
6. **FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS.** Forest Service support shall be acknowledged in publications and audiovisuals.
7. **BILLING.** The maximum total cost liability to the Forest Service for this instrument will be the sum of all the costs for the Job Tasks ordered by the Forest Service. The Work Orders will serve as the instrument(s) under which the Forest Service will obligate funding under this agreement. Transfer of funds to the Cooperator will be through an On-Line Payment and Collection System (OPAC) billing. The OPAC billing document which the Cooperator will prepare shall contain the following information as the first line of the description or the reference section:

FS Account Data -	
Job Code -	As Specified on Work Orders
Instrument No. -	00-IA-11041810-011
Agency Location Code -	12-40-0001
Budget Object Code -	

A detailed list of charges incurred will be made available upon request. Any excess funds not used for the agreed costs shall be refunded to the Forest Service upon expiration of this instrument.


Send bill to: National Finance Center, ATTN OPAC  
PO Box 60000  
New Orleans, LA 70160

8. AVAILABILITY OF FUNDS. Funding in the amount of \$7637 is currently obligated for performance of this instrument through 9/30/00. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond \$7637, until funds are made available to the Forest Service for performance and until the Forest Service receives notice of availability. Contingent upon Forest Service approval of continuance of work, a written modification to the instrument shall be issued to include funding for the subsequent performance period as described in the approved operating or financial plan, or budget.
9. EXTEND TERM. The Forest Service, by written modification to the instrument, may extend the term for subsequent performance periods not to exceed a total duration of 5 years from the execution date of the instrument, including the subsequent performance periods.
10. RESTRICTION TO DELEGATES. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
11. The information furnished to the Forest Service is subject to the Freedom of Information Act (5 U.S.C. 552).
12. This agreement shall be effective on the date after which both agencies have signed the agreement and will terminate December 31, 2003. Both parties may modify the agreement as necessary upon full agreement by both parties. Reclamation will assume all risks, liabilities, and consequences of performing additional work outside the specified scope of work without written approval from both agencies.

BUREAU OF RECLAMATION

USDA FOREST SERVICE

  
Brent Rhees  
Manager of Engineering Group  
9/29/00  
DATE

  
PETER W. KARP  
Forest Supervisor  
9/29/00  
DATE

The authority and format of this instrument has been reviewed and approved for signature.

  
Paul B. Gaudy  
FS Agreements Coordinator  
9/29/00  
DATE

ATTACHMENT A

List of Job Tasks and Estimated Cost of Work:

**Job Task #1 – Perform geologic investigations** at Pacific Mine waste piles, Dutchman Flat waste piles, and the Common Repository Site. Identify the depth of mine tailings and waste rock at the mine sites sufficiently to allow an accurate estimate of total quantities to be calculated when this information is joined to Engineering Surveys of the topography of the sites. Classify the soils underlying the mine wastes and determine the heavy metal concentrations in those native soils sufficiently to identify the level of contamination at various depths until the concentrations approach background levels for the area. Classify the soils at the repository site to allow removal plans and repository design to be accomplished. Install a minimum of two ground water monitoring wells at each of the three sites to allow pre and post removal testing of the ground water. The wells will be a maximum of 20 feet in depth, or bedrock, and of sufficient diameter to allow insertion of sampling and testing equipment. Utilize a drill rig and loader/backhoe to perform this work. Further description of this work is included in Reclamation's detailed estimate of cost.

Reclamation's Estimated Cost = \$52,870

**Job Task #2 - Perform engineering surveys** of Pacific Mine site (\$4,150) and Dutchman Flat Mine site (\$3,487) to produce topographical maps sufficient for development of cross sections and estimates of the quantity of mine waste at each site. The maps will be detailed enough to allow development of removal plans of each site and specifically the reclamation plan for restoration of the riparian zone at Pacific Mine. Reclamation will produce the topographic maps, cross sections, and estimated quantities of mine waste and contaminated soil to be removed at Pacific and Dutchman Flat. Reclamation will also survey the proposed Central Repository Site (\$3,883) and produce a topographical map and cross sections at 15-meter intervals in sufficient detail to identify significant topographic features, including wooded areas, which may affect the design of the repository.

Reclamation's Estimated Cost = \$11,520

**Job Task #3 – Perform XRF testing of Pacific Mill Site and the Blue Rock Mine Waste pile.** This task will involve 2 days of testing using Reclamation's XRF and technician to explore the heavy metal concentrations in soils in and around the concrete foundations of the mill at Pacific Mine and at a mine waste pile approximately 300 meters north west of the mill site. This will involve in-situ sampling only but will require development of a spreadsheet summarizing the results of the two days of sampling.

Reclamation's Estimated Cost = \$1,654

**Job Task #4 – Perform hydrologic surveys** in the event that ground water is encountered during performance of Job Task #1 to sample and test the ground water at the various sites to determine the heavy metal concentrations in the water. This task will be ordered by the Forest Service, as needed, at the completion of the construction of the monitoring wells. The Forest Service reserves the right to perform this task independently from Reclamation. In the event Reclamation's services are needed for this task, the number of samples and tests to be taken will be specified by the Forest Service and Reclamation will, at that time, determine the cost for this task.

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**Job Task #5 - Perform engineering design of a Central Repository.** (More specifics about this Job Task will be determined upon completion of the tasks shown above at which time Reclamation will prepare their estimate of cost to do the work.)

**Job Task #6 - Perform engineering design to develop a Reclamation Plan for the Pacific Mine Tailings Removal Site and Riparian Area.** (More specifics about this Job Task will be determined upon completion of the tasks shown above at which time Reclamation will prepare their estimate of cost to do the work.)

**Job Task #7 - Provide contractual services for the advertisement, award, and administration of contracts for removal actions and reclamation of specific sites as directed by the Forest Service.** (More specifics about this Job Task will be determined upon completion of the tasks shown above at which time Reclamation will prepare their estimate of cost to do the work.)

Additional Job Tasks may be added to this agreement to provide technical support for the AFC-CERCLA project. A modification to this agreement will be prepared to include those additional tasks as they are needed, Reclamation will prepare cost estimates, and after the modifications are in place the Forest Service will issue work orders to have the work performed as needed.

## Work Order # 1

Interagency Agreement FS# 00-LA-11041810-011

Issued To

Bureau of Reclamation  
Provo Area Office

Issued By

Forest Service  
Uinta National Forest

You are hereby authorized to proceed with a portion of the work included in the Interagency Agreement (IAG) dated September 29, 2000 between the Bureau of Reclamation, Provo Area Office and the Forest Service, Uinta National Forest.

The work you are to perform is outlined in Job Task #2 – Perform Engineering Surveys. It is important that this work proceed as quickly as possible because it is anticipated that a Time Critical Removal Action will be forthcoming to remove and dispose of the mining waste and tailings at both the Pacific Mill Site and the Dutchman Flat Mill Site. In as much as we are already into the fall season, the time to complete this work in CY-2000 is short.

At the present time, the Uinta National Forest has \$7, 637 available to begin this work. You are to proceed with the surveys at Pacific Mill Site at a cost of \$4,150 and at Dutchman Flat Mill Site at a cost of \$3,487, a total of \$7,637. As soon as funds are available in FY-2001, a second Work Order will be issued to authorize the survey of the proposed Central Repository Site at a cost of \$3,883 thus bringing the total amount for Job Task #2 to \$11,520. It is anticipated that the second work order will be issued before the work hereby authorized has been completed.

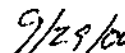
The work authorized under this Work Order is to be charged to Forest Service Account:

Instrument No.	00-LA-11041810-011
Job Code	HWLTAF00 for \$7,637
Agency Location Code	12-40-0001

Please proceed with the engineering surveys of Pacific Mill site and the Dutchman Flat Mill Site. I will appreciate notification of when the survey crew is on site so I can coordinate with them as the work is performed.

  
\_\_\_\_\_  
Ted V. Fitzgerald

On-Scene Coordinator

  
\_\_\_\_\_  
Date