

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00007
EFFECTIVE DATE: 27 FEB 2015

AGREEMENT NO: W912DY-11-2-0037
PR NO: W31RYO-5021-4131

This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement

Continued on Page 2

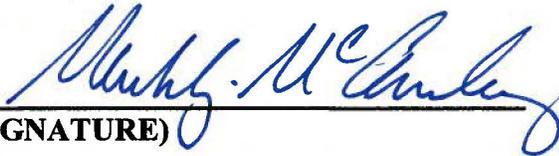
ACCOUNTING AND APPROPRIATION DATA:

ACRN AA: 97 NA X 2013 0516 000 40S1 CCS A0 2013 08 8130 6MC80007000 01110 2540 CF1829 J5H791
INCREASE \$4,839,645.00

EXECUTION OF MODIFICATION

FOR THE RECIPIENT:

Clark County
Public Works
P.O. Box 9810
Vancouver, WA 98666-9810



(SIGNATURE)

MARK MCCAULEY

(NAME)

CLARK COUNTY ADMINISTRATOR

(TITLE)

5/6/15

(DATE)

FOR THE UNITED STATES OF AMERICA:

U.S. Army Corps of Engineers, Huntsville Center
ATTN: CEHNC-CTB/Sharon Butler
4820 University Square Blvd.
Huntsville, AL 35816

(SIGNATURE)

SHARON H. BUTLER

(NAME)

GRANTS OFFICER

(TITLE)

(DATE)

- 1) **Section B, Paragraph 5.1** – amend the Cooperative agreement by adding funding in the amount of \$4,839,645.00 increasing the maximum funding obligation from \$16,676,885.00 to \$21,516,530.00.
- 2) **Section B, Paragraph 5.2.1**, new funding Contract Line Item Number (CLIN) 004 is added to this Cooperative Agreement:
- 3) **Section B, Paragraph 5.2.1** The revised funding Contract Line Item Numbers (CLIN) for this agreement are listed below:

TABLE 1 – CAMP BONNEVILLE MEC ESCA CLINS				
CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	MAXIMUM OBLIGATION	AMOUNT FUNDED
001	Environmental Services Central Valley Floor and Associated Wetlands	Year 1 through Year 10	\$15,696,885	\$15,696,885
002	Environmental Services – Western Slopes Pilot Study	Year 1 through Year 10	\$905,000	\$905,000
003	Option 1 – Additional Cleanup Funding Line Item	Year 1 through Year 10	\$75,000	\$75,000
004	RAU 3 Phase 2	Year 1 through Year 10	\$4,839,645	\$4,839,645
TOTAL OBLIGATION			\$21,516,530	\$21,516,530

- 4) **Section B, Paragraph 5.5 - Replace this paragraph with the following new paragraph:** Pursuant to 32 CFR § 33.23(b), the Recipient must liquidate all encumbered funding incurred under this Agreement not later than 90 calendar days after the end of the term of the Agreement, to coincide with the submission of the final Financial Status Report (SF-425). The Grants Officer may extend this deadline at the request of the Recipient. No additional charges can be incurred during this 90 calendar day period.
- 5) **Section B, Paragraph 10(b) and 10(c) – Replace these paragraphs with the following new paragraph:** The Recipient shall use Standard Form 425, “Federal Financial Report”, in order for the Grants Officer to monitor cash advanced, disbursement and or outlays under the Agreement. Reports shall be submitted on a quarterly basis. The report shall be submitted no later than thirty (30) working days following the end of each performance period. In addition, the final report shall be shall be submitted no later than ninety (90) working days following the expiration or termination of the Agreement.
- 6) **Revise the following paragraph 11 - Financial Report Distribution and Correspondence Table with the Table below:**

ADDRESSEE	ADDRESS	REPORTS & CORRESPONDENCE	ORIGINAL & COPIES
Grants Officer	U.S. Army Engineering & Support Center ATTN: CEHNC-CTB (Sharon Butler) 4820 University Square Blvd. Huntsville, AL 35816 E-mail: Sharon.H.Butler@usace.army.mil	SF 270 SF 425 (Quarterly/Final) Written Correspondence affecting performance and/or proposed changes by Recipient	Original Original Original

		Quarterly Performance Reports	Original
Army Environmental Representative	Thomas Lederle DA, ACSIM (DAIM-ODB) 2530 Crystal Drive Arlington, VA 22202 E-mail: thomas.e.lederle.civ@mail.mil	SF 270 SF 425 (Quarterly/Final) Written Correspondence affecting performance and/or proposed changes by Recipient PERFORMANCE REPORTS	1 Copy 1 Copy 1 Copy 1 Copy
CEHNC Program Manager	U.S. Army Engineering & Support Center ATTN: CEHNC-EMM (John Nebelsick) 4801 University Square Suite 20 Huntsville, AL 35816 E-mail: John.d.nebelsick@usace.army.mil	SF 270 SF 425 (Quarterly/Final) Written Correspondence affecting performance and/or proposed changes by Recipient Quarterly Performance Reports	1 Copy 1 Copy 1 Copy 1 Copy
BEC	Scott Armstrong CALIBRE Systems, Inc. E-mail: Scott.Armstrong@calibresys.com	SF 270 SF 425 (Quarterly/Final) Written Correspondence affecting performance and/or proposed changes by Recipient Quarterly Performance Reports	1 Copy 1 Copy 1 Copy 1 Copy
Army BRAC Division Program Manager	William (Bill) O'Donnell, II, DA, ACSIM (DAIM-ODB) 2530 Crystal Drive Arlington, VA 22202 E-mail: william.j.odonnell50.civ@mail.mil	SF 270 SF 425 (Quarterly/Final) Written Correspondence affecting performance and/or proposed changes by Recipient Quarterly Performance Reports	1 Copy 1 Copy 1 Copy 1 Copy

7) Revise the following paragraph 15 - Government and Recipient Representatives Table:

NAME	TITLE	OFFICE & E-MAIL	TELEPHONE/FAX
Army: Sharon Butler	Grants Officer	U.S. Army Engineering & Support Center ATTN: CEHNC-CTB (Butler) 4820 University Square Blvd. Huntsville, AL 35816 E-mail: Sharon.H.Butler@usace.army.mil	PH: 256-895-1440 FAX: 256-895-1197
John Nebelsick	ESCA Program Manager	Environmental & Munitions Center of Expertise 4801 University Square Suite 20 Huntsville, AL 35816 E-mail: John.d.nebelsick@usace.army.mil	PH: (256) 895-1795
William (Bill) O'Donnell, II	Army BRAC Division Program Manager	DA, ACSIM (DAIM-ODB) 2530 Crystal Drive Arlington, VA 22202 E-mail: william.j.odonnell50.civ@mail.mil	PH: (703) 545-2494 FAX: (703) 601-0544
Scott Armstrong	BEC	Scott Armstrong CALIBRE Systems, Inc. 5200 Oleander Drive Carmichael, CA 95608 E-mail: Scott.Armstrong@calibresys.com	PH: (916) 261-4577
Recipient: Clark County Public Works	Clark County Administrator	Clark County Public Works P.O. Box 9810 Vancouver, WA 98666-9810	

8) **Section C – Revise the following paragraph 3.1. Area Covered by Environmental Services.** The term “Area Covered by Environmental Services” or “ACES” means that entire area identified as the ACES on the map attached to the TSRS incorporated herein as Appendix 2 of Section E including all remedial tasks within said ACES, additional areas beyond the boundaries shown in the map when Step-Out Clearance is required and funded because of Munitions Response occurring within the area delineated in the map, and the Pilot Study Area, as defined in Section C.3.17.

9) **Section C – Revise the following sentence in paragraph 4.1.1 General (fourth paragraph, first sentence):** The Recipient’s obligation to perform Environmental Services is expressly conditioned upon the Army providing a sum not to exceed amount specified in Section B, paragraph 5.1 for performing the Environmental Services.

10) **Section C – Revise the following paragraph 4.3.6.1.** The Parties have developed the scope of services for Munitions Response of the ACES as provided in the TSRS, as follows:

- a. Within the boundary of the CVFAW (see Attachment E.1), the Recipient is responsible for conducting subsurface MEC clearance to a depth of 14 inches below ground surface (bgs) and obtaining Task Completion for the CVFAW, for which it has been provided funding under this

Agreement, even if the costs exceed the amount funded by the Army. If the WDOE requires surface Step-Out Clearance beyond the boundary of the CVFAW, Army will provide to the Recipient additional funding, and the Recipient shall perform the work as outlined in this Agreement.

- This additional funding amount for surface Step-Out Clearance shall be the total of the number of step-out grids required by the WDOE multiplied by the agreed upon unit cost per step-out grid.
- b. Within the areas described as Phase 2 (see Attachment E.1) the recipient is responsible for conducting the following MEC clearance actions and obtaining Task Completion of Phase 2, for which it has been provided funding under this Agreement, even if the costs exceed the amount funded by the Army.:
 - Surface clearance (0-3 inches bgs) of the Former Demolition Areas 1 and 2.
 - Surface clearance (0-3 inches bgs) of the Former Training Ranges: Hand Grenade, Rifle Grenade, and 3.5-inch rocket range.
 - Subsurface clearance (0-14 inches bgs) of the Former Firing Positions: Artillery Position 1, 2, 3, 4 and 7 and Mortar Positions 1, 2,4, 5, and 6.
- c. If the WDOE requires surface Step-Out Clearance beyond the boundary of the areas outlined in Phase 2, Army will provide to the Recipient additional funding, and the Recipient shall perform the work as outlined in this Agreement.
 - This additional funding amount for surface Step-Out Clearance shall be the total of the number of step-out grids required by the WDOE multiplied by the agreed upon unit cost per step-out grid.
- d. The Recipient will be reimbursed for its performance of surface Step-Out Clearance, calculated as described above, through the Additional Cleanup Funding Line Item described in Section B.5.2. If these costs exceed the Additional Required Cleanup Funding, the Parties agree to amend this Agreement for the purpose of providing the Recipient the additional funding pursuant to C.4.3.6.1 necessary to achieve Task Completion.
- e. The Recipient shall seek WDOE's approval of the Pilot Study Area and proposed evaluation as outlined in the TSRS. If the Recipient obtains WDOE approval, then it will perform the pilot study as outlined in the TSRS even if the costs exceed the amount funded by the Army.
- f. With respect sections 4.3.6.1 (a-e), pursuant to section C 5.9, each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation or any other event that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

11) Attachment E.1 –Technical Specifications and Requirements Statement: Section 2.1.2 – Change the following paragraph reference from Section C 4.1.13.4 to Section C 4.1.13.2.

12) Attachment E.1 –Technical Specifications and Requirements Statement: Section 3.5 – Change the following paragraph reference from Section 2.1.12 to Section 2.1.13.

13) Attachment E.1 –Technical Specifications and Requirements Statement: Replace the existing Performance Specifications – Table 2 Munitions Response Table with the following:

<p align="center"><u>Site Description and Designation</u></p>	<p align="center"><u>Munitions Response Summary</u></p>
<p>Institutional Controls (ICs) – consists of those site-wide activities specified in the PPCD and/or ESCA, and required to establish and maintain the institutional controls that are an integral part of the remedy</p>	<p><u>Additional Document Submittals</u></p> <ul style="list-style-type: none"> • Long-Term Site-Wide Operations, Maintenance, and Monitoring Plan (Draft and Final) • Annual Compliance Report <p><u>Ongoing Actions</u></p> <ul style="list-style-type: none"> • Maintain all LTM and ICs in perpetuity. • Fence Replacement and Repair (Site Perimeter and CITA) and Sign Replacement as needed • Site Security • Enforcement of Long-Term Institutional Control in accordance with WDOE CAP. • UXO Technician training for selected County personnel as needed
<p>Site-Wide Activities – consists of activities which have site-wide application and/or support actions impacting more than one RAU</p>	<p><u>Document Submittals</u></p> <ul style="list-style-type: none"> • Site-Wide Health and Safety Plan, update as necessary • Project Management Plans, update as necessary • Monthly Project Progress Reports <p><u>Actions</u></p> <ul style="list-style-type: none"> • Complete Public Participation Requirements and Associated Community Relations as needed • Maintain Project Repositories
<p>Remedial Action Unit 3 (RAU 3) consists of any area at the Property where military munitions may be present. RAU 3 is identified and illustrated in Exhibit F of the PPCD. Initial clearance actions delineated more munitions than originally expected leading to a breakout of work in the RAU 3 CAP into specific phases.</p> <p><u>Phase One</u> will include the remediation of the Central Valley Floor and Associated Wetlands as shown in Appendix 2—ACES Map and will constitute the “CVFAW.”</p>	<p><u>Document Submittals</u></p> <ul style="list-style-type: none"> • Work Plan for CVFAW • Compliance Monitoring Plan • Explosives Safety Submittals for the CVFAW • MEC After Action Report for the CVFAW • MEC Findings Report for the CVFAW • Long-Term Operations and Maintenance Plan • Notice of Completion for the CVFAW <p><u>Actions</u></p> <ul style="list-style-type: none"> • Complete AAR and Achieve Task Completion for CVFAW. • Maintain all LTM and ICs requirements for CVFAW. • Demilitarization Processing for Materials Presenting Potential Explosives Hazard for CVFAW • Subsurface MEC clearance to 14” BGS of the central valley floor, per WDOE CAP for RAU 3, including Demolition Area 3. • Subsurface MEC clearance to 14” BGS of the wetlands, per wetland protocols in WDOE CAP for RAU 3. <p>The following actions will be completed upon the Army providing additional funding in accordance with ESCA Section C.4.3.6.1:</p> <ul style="list-style-type: none"> • Step-Out Clearance: If WDOE requires step-outs in accordance with the procedures outlined in the PPCD beyond the boundary of the CVFAW (see Appendix 2—ACES Map), complete the required step-outs at the specified unit cost per acre.

<u>Site Description and Designation</u>	<u>Munitions Response Summary</u>
<p>Western Slopes Area Pilot Study</p>	<p><u>Document Submittals</u></p> <ul style="list-style-type: none"> • Pilot Study Work Plan for innovated MEC cleanup technologies/approaches on a maximum of 50 acres adjacent to the Central Valley Floor and extending into the Western Slopes Area. • If work plan approved by WDOE, After Action Report with rough order of magnitude cost estimate and delineation of preferred cleanup technology/approach for Western Slopes Area.
<p>Remedial Action Unit 3 (RAU 3) consists of any area at the Property where military munitions may be present. RAU 3 is identified and illustrated in Exhibit F of the PPCD. Initial clearance actions delineated more munitions than originally expected leading to a breakout of work in the RAU 3 CAP into specific phases.</p> <p>Phase Two will include the remediation of approximately 125 acres on varying parts of the installation including: Landfill 4 Demolition Area 1 & 2; Former Training Ranges (Hand Grenade Range, 3.5 inch rocket range & Rifle Grenade Range); and Former Firing Positions (Artillery Position 1-4 and 7 & Mortar Positions 1, 2, and 4-6)</p>	<p><u>Additional Document Submittals</u></p> <ul style="list-style-type: none"> • Work Plan for Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, and Rifle Grenade Range and Former Firing Positions. • Compliance Monitoring Plan • MEC After Action Reports for Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, and Rifle Grenade Range and Former Firing Positions. • MEC Findings Report for Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, and Rifle Grenade Range and Former Firing Positions. • Long-Term Operations and Maintenance Plan • Notice of Completion for Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, and Rifle Grenade Range and Former Firing Positions. <p><u>Actions</u></p> <ul style="list-style-type: none"> • MEC Surface Clearance of expanded Landfill Area 4 – Demolition Area 1. • MEC Surface Clearance of Demolition Area 2. • MEC Surface Clearance of 3.5-Inch Rocket Range. • MEC Surface Clearance of hand grenade Range. • MEC Surface Clearance of rifle grenade Range. • Subsurface clearance of the Former Firing Positions. • Achieve Task Completion for Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, Rifle Grenade Range, and Former Firing Positions. • Demilitarization Processing for Materials Presenting Potential Explosives Hazard for Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, Rifle Grenade Range, and Former Firing Positions.

* Documents which will be prepared and submitted to the Washington Department of Ecology only if determined to be required pursuant to the Washington Model Toxics Control Act (MTCA), Chapter 173-340 of the Washington Administrative Code (WAC) or the PPCD.

**RIP, RC, and LTM are terms used for the Defense Environmental Restoration Program, definitions provided below.

14) Attachment E.1 –Technical Specifications and Requirements Statement: Replace the existing Performance Specifications – Table 2 Future Munitions Response Table with the following:

<u>Site Description and Designation</u>	<u>Future Munitions Response Activities that are Not Yet Funded</u>
<p>Site-Wide Activities – consists of activities which have site-wide application and/or support actions impacting more than one RAU</p>	<p><u>Actions</u></p> <ul style="list-style-type: none"> • Prepare educational materials • Maintenance of sitewide ICs. • Fence replacement and ongoing repairs (Site Perimeter and CITA) and sign replacement • Maintain site security • UXO Technician training for selected County personnel as needed
<p>Remedial Action Unit 3 (RAU 3) consists of any area at the Property where military munitions may be present. RAU 3 is identified and illustrated in Exhibit F of the PPCD. Future phase(s) will include all remaining work in the CITA, Western Slopes Area, , and other locations as described in the WDOE CAP for RAU 3.</p>	<p><u>Additional Document Submittals</u></p> <ul style="list-style-type: none"> • Work Plan for CITA , CITA expansion, Park Reuse Construction Area, and Western Slopes Area. • Compliance Monitoring Plan • MEC After Action Reports for CITA, CITA expansion, Park Reuse Construction Area, and Western Slopes Area • MEC Findings Report for RAU 3 • Long-Term Operations and Maintenance Plan • Notice of Completion for CITA, CITA expansion, Park Reuse Construction Area, and Western Slopes Area. • Notice of Completion for RAU 3 <p><u>Actions</u></p> <ul style="list-style-type: none"> • • MEC Subsurface Clearance to 14 inches at and around the target sites in the CITA • Complete removal of remaining targets from the CITA • MEC Construction Support for remaining road work in the CITA • MEC Surface Clearance of the Dense Vegetation – Moderate Slope Area north and west of the Valley Floor, Western Slopes • MEC Subsurface Clearance to 4 Feet in the Park Reuse Construction Area • MEC Subsurface Clearance to 14 Inches in the Park Reuse Construction Area • MEC Construction Support for Fuels Management • Achieve Task Completion for CITA, CITA expansion, Park Reuse Construction Area, and Western Slopes Area. • Maintain all LTM and ICs requirements for CITA, CITA

<u>Site Description and Designation</u>	<u>Future Munitions Response Activities that are Not Yet Funded</u>
	expansion, Firing Points, Landfill Area 4/Demolition Area 1, Demolition Area 2, Hand Grenade Range, 3.5 inch rocket range, Rifle Grenade Range, Park Reuse Construction Area, and Western Slopes Area. <ul style="list-style-type: none">• Demilitarization Processing for Materials Presenting Potential Explosives Hazard for CITA, CITA expansion, Park Reuse Construction Area, and Western Slopes Area

* Documents which will be prepared and submitted to the Washington Department of Ecology only if determined to be required pursuant to the Washington Model Toxics Control Act (MTCA), Chapter 173-340 of the Washington Administrative Code (WAC) or the PPCD.

**RIP, RC, and LTM are terms used for the Defense Environmental Restoration Program, definitions provided below.

- 15) **Attachment E.1 –Technical Specifications and Requirements Statement:** Appendix 2 – Replace the updated ACES Map with one attached to this modification.
- 16) These adjustments are in accord and satisfaction and constitute compensation in full on behalf of the Recipient and its subcontractors and suppliers, for all costs and markups directly or indirectly attributed to the changes ordered herein.
- 17) All other terms and conditions of the Agreement remain unchanged.