

## MEMORANDUM OF UNDERSTANDING

By and Between the

U.S. Department of Energy (DOE)

Environmental Management Consolidated Business Center and the

DOE Office of Science Berkeley Site Office

on the

Old Town Demolition Project at

Lawrence Berkeley National Laboratory

### **I. Overview**

The purpose of this Memorandum of Understanding (MOU) is to outline and establish the agreement between the DOE Office of Environmental Management (EM) Consolidated Business Center (CBC) and the DOE Office of Science (SC) Berkeley Site Office (BSO) on the key roles, responsibilities, communications, and interfaces necessary to execute EM's Lawrence Berkeley National Laboratory (LBNL) Old Town Demolition Project (herein referred to as "The Project"). The Project includes site preparatory activities including characterization and utility deactivation; decommissioning and demolition of Buildings 4, 5, 7, 7C, 14, 16, and 16A; slab removal at buildings 4, 5, 7, 7C, 14, 16, 16A, 40, 41, 52 and 52A; soil removal under and adjacent to the slabs; and associated materials/waste management activities; site stabilization; and associated potential contaminated soil investigation and remediation in connection with utility deactivation of said buildings at LBNL. Work will be performed by UC/LBNL under the management of EM. The execution of this MOU will help ensure the successful completion of the Project and assure compliance with all applicable laws, regulations, and requirements.

**General Description of the Old Town Demolition Project:** EM is responsible for the transfer, management, cleanup, and ultimate deactivation, decommissioning and demolition of excess contaminated facilities and materials from the National Nuclear Security Administration (NNSA), Office of Science (SC), and Office of Nuclear Energy (NE) once those facilities are no longer needed to support DOE mission. SC requested that EM accept buildings 4, 5, 7, 7C, 14, 16, 16A, 25A, 40, 41, 44, 44A, 44B, 52, and 52A for demolition in their May 19, 2009, memorandum, "Transfer of Excess Facilities at Lawrence Berkeley National Laboratory." The excess facilities were originally

constructed in the World War II era to support the 184-inch cyclotron area and perform radiochemistry research, but were not constructed to current seismic standards. Some of these buildings have since been demolished and the remaining are now considered excess to Laboratory's needs. The facilities also partially overlay a groundwater plume with Volatile Organic Compound (VOC) contamination that is subject to regulation by state and local environmental agencies. SC has since identified these 11 remaining facilities (buildings 4, 5, 7, 7C, 14, 16, 16A, and concrete slabs at previously demolished buildings 40, 41, 52, 52A) referred to herein as "Old Town" that are no longer needed to meet their continuing mission and are considered excess. The Old Town Cleanup will result in the cleanup and removal of roughly 56,000 gross square feet (gsf) of excess facilities and roughly 48,000 gsf of concrete slabs and remediation-associated contaminated soil to make available approximately two acres for future DOE-SC mission growth.

#### **Acquisition Strategy:**

The CD-0 for the LBNL Old Town Demolition Project was approved by EM on October 17, 2012. All site work will be executed through the UC/LBNL M&O contract utilizing LBNL work processes, project baselines, contract requirements, and safety management systems. This strategy is expected to help enable a successful project completion given the close proximity to SC mission-essential buildings, unmapped utilities, potential contamination, and other hazards and construction projects in the area that must be closely controlled by LBNL if this project is to be safely and efficiently executed.

## **II. Roles and Responsibilities**

**Environmental Management Consolidated Business Center (EMCBC):** The EMCBC Director has been granted Acquisition Executive authority for the Project. The EMCBC Federal Project Director (FPD) is responsible for the Project in accordance with this MOA and will oversee the day-to-day activities of the EM funded activities.

1. All communications and formal technical direction involving UC/LBNL related to EM-funded work will flow through the FPD and the BSO Contracting Officer's Representative (COR) for Contract 31.
2. The FPD will coordinate activities with BSO and UC/LBNL staff, as needed, to facilitate the timely completion of the Project. A routine interface meeting will be established with BSO, UC/LBNL, EM and other parties as needed to aid in activity coordination. The FPD may communicate directly with UC/LBNL management, upon receiving concurrence from the BSO Contracting Officer, and will notify BSO in advance of planned meetings with UC/LBNL. The FPD will copy BSO on all EMCBC correspondence with UC/LBNL. All EM communication with federal, state, and local

regulators will be coordinated by UC/LBNL and BSO. EM will not have any independent communication with LBNL site regulators.

3. The FPD will manage the Project under the requirements of DOE O 413.3B as tailored by an approved Project specific tailoring strategy.
4. All EM funded work will be jointly authorized through written work authorization(s) issued by the FPD and BSO COR.
5. All EM interface with the public shall be coordinated with and approved by LBNL's Public Affairs Office, in conjunction with the EMCBC Public Affairs Office.
6. The EMCBC shall coordinate the appropriate path forward for the management and disposition of records with BSO and UC/LBNL.

**DOE BSO:** The DOE SC is the lead Program Secretarial Office (PSO), landlord and lease holder of the LBNL site. SC funds the majority of the scientific research programs and virtually all infrastructure work at LBNL. BSO is the SC field organization at LBNL responsible for administering Contract 31, which includes oversight of LBNL operations, infrastructure, and ES&H.

1. BSO is responsible for providing day-to-day oversight of LBNL activities and assessment of M&O contractor performance. BSO has full responsibility for the investigation and cleanup work conducted with SC funding.
2. BSO will identify the BSO staff members with whom the FPD will routinely interface to communicate ongoing business and landlord issues
3. The CO shall modify Contract 31 to support EM work, as necessary
4. BSO will provide office space for the onsite FPD and other designated staff overseeing the day-to-day activities of the EM contractor.
5. EM authorized work performed by UC/LBNL will be charged to an account established by UC/LBNL under the M&O contract and funded by EM.
6. BSO is responsible to ensure that all unattached materials, chemical inventory, office furniture and equipment are removed from project buildings prior to deactivation and demolition.
7. BSO is responsible to ensure that all personnel currently occupying project buildings are relocated prior deactivation and demolition.

8. BSO is responsible to ensure that all attached equipment, which is to be re-used elsewhere from project buildings, is removed prior to deactivation and demolition.
9. BSO is responsible to ensure that all needed utility lines associated with project buildings are rerouted prior to deactivation and demolition.
10. BSO and UC/LBNL will not have any independent communication with LBNL site regulators on EM funded activities without involvement of the FPD.
11. BSO will review and approve/concur on all site specific documents.

**Other Support:**

1. EMCBC shall establish an Integrated Project Team (IPT) to provide the FPD with budget, planning, records, property, technical, contracting, public affairs, information technology, legal, and ES&H support.
2. The Integrated Service Center (ISC), Chicago Office, may provide SC and BSO with legal, finance and budget support, as needed. ISC shall provide budget support to obligate EM funds to the LBNL Contract 31.

**Other Issues:**

Subject to the availability of appropriated funds, EM agrees to pursue completion of the entire Old Town Demolition Project as described in the General Description of this MOA, including investigation and remediation of soil contamination that may be required by regulators with jurisdictional authority. In Fiscal Year 2012, \$10M was appropriated for the Old Town Cleanup. \$9.4M of additional funding was appropriated in Fiscal Year 2013. The cost of the project will not exceed the sum of the FY 2012 and FY 2013 appropriated funding unless and until future year funding is made available for the Old Town Project.

EMCBC will work with BSO to reprioritize the project if regulatory required remediation becomes necessary to reduce future DOE liability.

**III. Interfaces**

Project Management Team Interfaces: The Project effort involves several parties and, therefore, will require coordination, cooperation, and communication among all parties. The primary line of communication is between the FPD, BSO COR and the UC/LBNL project director.

**IV. References**

DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets,  
11-29-10

DOE O 232.2, Occurrence Reporting and Processing of Operations Information

10 CFR Part 835, Occupational Radiation Protection

10 CFR Part 851, Worker Safety and Health Program

LBNL Worker Safety and Health Program Plan, LBNL/PUB-3851, Rev.2.2 (March 2012)

LBNL Contract, DE-AC02-05CH11231, <http://labs.ucop.edu/labprimecontracts/>

  
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Aundra Richards, Site Manager  
DOE Berkeley Site Office

10/10/2013  
Date

  
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Jack Craig, Director  
Environmental Management Consolidated  
Business Center

10/15/13  
Date