

DEPARTMENT OF ENERGY  
REDELEGATION ORDER NO. 00-001.01A  
TO THE ADMINISTRATOR, BONNEVILLE POWER ADMINISTRATION

1. DELEGATION. Pursuant to sections 202(a) of the Department of Energy Organization Act (Public Law 95-91, 42 U.S.C. 7132(a)), and Department of Energy Delegation Order 00-001.00A, which delegates to the Deputy Secretary the Secretary's authority with respect to the Bonneville Power Administration, I delegate to the Administrator, Bonneville Power Administration, all authority delegated to the Department of Energy in the Delegation of Authority for the Bonneville Power Administration Building from General Services Administration to the Department of Energy, dated March 31, 2011.
2. RESCISSION. Redlegation Order 00-001.01 is hereby rescinded.
3. LIMITATION.
  - 3.1 In exercising the authority delegated in this Order, a delegate shall be governed by the rules and regulations of the Department of Energy and the policies and procedures prescribed by the Secretary, as such rules, regulations, policies and procedures apply to the Bonneville Power Administration.
  - 3.2 Nothing in this Order precludes the Secretary or Deputy Secretary from exercising any of the authority delegated by this Order.
  - 3.3 Nothing in this Order shall be construed to supersede or otherwise interfere with the authorities provided to the Administrator for Nuclear Security by law or by delegation. Furthermore, nothing herein constitutes authority to exercise authority, direction, or control of an employee of the National Nuclear Security Administration or its contractors.
  - 3.4 Any amendment to this Order shall be in consultation with the Department of Energy General Counsel.
4. AUTHORITY TO REDELEGATE.
  - 4.1 Except as expressly prohibited by law, regulation, or this Order, the Administrator may delegate this authority further, in whole or in part.
  - 4.2 Copies of redelegations and any subsequent redelegations shall be provided to the Office of Management Communications, which manages the Secretarial Delegations of Authority system.

5. DURATION AND EFFECTIVE DATE.

5.1 All actions pursuant to any authority delegated prior to this Order or pursuant to any authority delegated by this Order taken prior to and in effect on the date of this Order are ratified and remain in force as if taken under this Order, unless or until rescinded, amended or superseded in writing.

5.1 This Order is effective . APR - 8 2011

A handwritten signature in black ink, appearing to read 'D. B. Poneman', written over a horizontal line.

Daniel B. Poneman  
Deputy Secretary

**DELEGATION OF AUTHORITY  
AND  
INTERAGENCY AGREEMENT  
BY AND BETWEEN  
THE U.S. GENERAL SERVICES ADMINISTRATION  
AND  
THE U.S. DEPARTMENT OF ENERGY  
FOR THE  
BONNEVILLE POWER ADMINISTRATION HEADQUARTERS BUILDING**

In accordance with 40 U.S.C. §§ 121(d) and (e), and 3314(a)(2) and (b), and such other authorities vested in the Administrator of General Services (the "Administrator") to delegate or assign authorities and functions to other Executive agencies, I hereby delegate to the Secretary of Energy (the "Secretary") the authority identified in section 1, below, and authorize the successive re-delegation of that authority within the U.S. Department of Energy (the "Agency"), subject to the terms and conditions of this Delegation of Authority and Interagency Agreement. The authority is delegated through September 30, 2015, unless earlier rescinded or terminated as provided in section 9, Discontinuance, below. This Delegation of Authority and Interagency Agreement, together with the accompanying "Standard Operating Procedures for Operation and Maintenance of Delegated Real Property – November 2010" (the "SOP") and the "Bonneville Power Administration Headquarters Building Facilities Management Plan – February 2009" (the "Facility Management Plan"), attached hereto as Exhibits A and B, respectively, and incorporated herein by reference, are collectively referred to herein as the "Delegation." The Agency and the U.S. General Services Administration ("GSA") are collectively referred to herein as the "Parties" and each individually as a "Party."

1. Authority Delegated. The authority includes section 2 of Reorganization Plan No. 18 of 1950, 15 F.R. 3177, 64 Stat. 1270 (40 U.S.C. § 301 note), and 40 U.S.C. §§ 581, 3305, 3308, and 3312 to perform the operation, maintenance and alteration of the Bonneville Power Administration Headquarters Building (OR0058ZZ), located at 905 11<sup>th</sup> Avenue, Portland, Oregon (the "Facility"). Any contract entered into by the Agency pursuant to the authority delegated herein must be executed by a qualified and warranted contracting officer.

By accepting this Delegation, the Agency agrees to the terms and conditions set forth in the attached SOP, as such document may be revised from time to time by GSA, and the Facility Management Plan. The SOP contains terms and conditions applicable to all GSA operations and maintenance ("O&M") delegations, while the Facility Management Plan and the terms and conditions of this Delegation are specific to the Facility. In the event of a conflict between the Facility Management Plan and this Delegation, the terms and conditions of this Delegation will control. In the event of a conflict between a provision in the SOP and a specific provision in the Facility Management Plan, the specific provision in the Facility Management Plan will control.

## 2. Responsibilities of the Parties.

A. The Agency is responsible for the O&M of the Facility, unless otherwise provided herein, including:

- i. Interior cleaning;
- ii. Operating and maintaining the Facility;
- iii. Ordering and paying for utilities;
- iv. Altering space, including abatement work, if necessary; provided, however, that for alterations in excess of \$250,000, the Agency must have GSA's prior written concurrence;
- v. Overseeing occupant emergency planning;
- vi. Assigning and utilizing space in the Agency's delegated space perimeters for Agency occupants only;
- vii. Providing concessions services;
- viii. Managing and maintaining, at its sole cost and expense, asbestos-containing materials, surfaces containing lead-based paint, and any other materials containing hazardous substances, e.g., fluorescent light bulbs and most equipment containing polychlorinated biphenyls ("PCBs"), in accordance with the various environmental provisions referenced in the attached SOP, as such document may be revised from time to time by GSA, and in a manner that satisfies applicable federal, state and local statutory and regulatory requirements and is protective of human health and the environment.

B. GSA retains certain responsibilities related to the Facility, including:

- i. Assessing the Agency's stewardship by regularly inspecting all aspects of the physical condition of the Facility and pertinent O&M records;
- ii. Replacing GSA purchased and installed Facility systems and their major components and repairing, as necessary, the exterior stone of the Building, as described in greater detail in Appendix B of the SOP;
- iii. Preparing and submitting required prospectuses for Congressional approval with the Agency's assistance;

- iv. When requested by the Agency, providing technical assistance and consulting services to the Agency, on a reimbursable basis, to supplement the Agency's capability;
- v. Conserving artwork;
- vi. Reviewing and approving all renovation projects affecting fire protection and life safety systems and equipment;
- vii. Maintaining all electrical transformers and high-tension switchgear and fire alarms not purchased and installed by the Agency;
- viii. Except as otherwise expressly provided by law, outleasing to non-Governmental entities and permitting and licensing occasional use activities under 40 U.S.C. § 581(h) and its implementing regulations;
- ix. Establishing charges and rates for space under the jurisdiction, custody or control of GSA;
- x. Asbestos (GSA projects only)
  - a. Providing the Agency with all asbestos surveys and abatement records that are within GSA's possession following renovations or projects completed by GSA that involve disturbance of asbestos-containing materials within the Facility;
  - b. Marking all remaining asbestos-containing materials in areas affected by GSA projects that involve disturbance of asbestos-containing materials; and
  - c. Performing all work that involves disturbance of asbestos-containing materials in areas affected by GSA projects in accordance with applicable federal, state and local statutory and regulatory requirements; and
- xii. For those USTs and their associated piping that GSA has installed or later installs on the property, GSA will undertake, at its sole cost and expense, to remove or decommission all such UST systems when the determination is made by the Agency, GSA, or the regulatory authority with appropriate jurisdiction, that such UST system needs to be removed from service. In such a situation, GSA has discretion as to whether such a removal or decommissioning will be accomplished by closing the UST system in place or excavating and removing the UST system from its location. With both the removal of a UST system from service as well as the installation of a new UST system, GSA will undertake the work in a manner that satisfies

applicable federal, state and local statutory and regulatory requirements and is protective of human health and the environment. Except for USTs installed by the Agency, GSA will register all UST systems with the appropriate regulatory authorities.

### 3. Performance of the Work.

A. The Agency must perform or cause to be performed all work at the Facility in accordance with the attached SOP and Facility Management Plan and the other terms and conditions of this Delegation.

B. The Agency agrees that all design and construction work undertaken by or on behalf of the Agency under this Delegation will be prosecuted with all reasonable diligence and without undue interruption, and will be completed in a good and workmanlike manner, with materials of appropriate quality. The Agency and its contractors must take all necessary or appropriate actions and precautions in performance of the work to avoid causing any damage to the Facility.

### 4. Indemnification, Financial Responsibility and Insurance Requirements.

A. The Agency must require in its performance agreements for any portion of any work performed in accordance with the terms and conditions of this Delegation that the contractor(s) will save, indemnify and hold harmless GSA, the Agency and the United States, and their employees, officers, representatives, and agents, in both their individual and official capacities, from and against all liabilities, claims, demands, causes of action, suits, costs, and expenses (including, without limitation, attorneys' fees and expenses, and court costs) arising from or relating to the operations of the contractor(s) that cause damage to persons or property. Before commencing any construction activities under this Delegation, each contractor must deliver evidence to the Agency, with a copy to GSA, that it has obtained at least \$5,000,000 comprehensive general public liability and property damage insurance policies to cover claims arising from or relating to the contractor's operations that cause damage to persons or property; such insurance must name the United States, acting by and through the Administrator and the Secretary, as an additional insured. This condition may be met by separate policies. The contractor(s) must maintain the required insurance at all times during the contract. All aforesaid policies of insurance must be in companies of generally recognized responsibility. All policies of insurance must provide that they may not be canceled without at least 30 days' prior written notice to the Agency and GSA.

B. By accepting the terms and conditions of this Delegation, and without the need for further documentation, the Agency agrees to accept full responsibility for all work performed under this Delegation, and will promptly correct, or cause to be corrected, any non-conforming work or property damage identified by an authorized GSA representative, including damage to the space or property of any other tenant or

occupant in the Facility, at no cost or expense to GSA. Notwithstanding the requirements of subsection 4.A, above, the Agency will remain liable and financially responsible to GSA for any and all personal or property damage caused, in whole or in part, by the acts or omissions of the Agency, its employees, agents, and contractors.

5. GSA Quality Assurance Program. GSA will monitor the Agency's performance under this Delegation and will have the right, but not the obligation, to conduct inspections from time to time to ascertain that the work is being performed in accordance with the terms and conditions of this Delegation. If GSA determines that the Agency is not in compliance with the terms and conditions of this Delegation, GSA and the Agency will develop a Corrective Action Plan, as described in greater detail in section 6, below.

6. Corrective Action Plan. If GSA determines that the Agency's performance of the functions and responsibilities pursuant to this Delegation is not in compliance with the terms and conditions of this Delegation, GSA will notify the Agency. GSA and the Agency promptly will jointly develop a Corrective Action Plan to address any such performance problems. A copy of the Corrective Action Plan will be provided to the Secretary and to GSA's Commissioner of Public Buildings. If, following implementation of the Corrective Action Plan, the Agency's performance does not improve in GSA's reasonable judgment, GSA may rescind this Delegation, as provided in section 9, Discontinuance, below.

7. Access to Sensitive But Unclassified Building Information. Each employee of a contractor or subcontractor must have the appropriate security clearance to perform the work and must execute a Release and Non-Disclosure Agreement for Sensitive But Unclassified ("SBU") building information, a copy of which is attached hereto as Exhibit C and incorporated herein by reference. Each contractor and subcontractor must be registered in the Central Contractor Registration database, in accordance with Federal Acquisition Regulation subpart 4.11. Each individual requesting access to SBU building information, including employees of the Agency, will be required to execute a Release and Non-Disclosure Agreement prior to being provided access to any SBU building information. The Director of the Agency's O&M services staff must collect the executed Release and Non-Disclosure Agreements and transmit copies to GSA's designated customer service representative. By executing the Release and Non-Disclosure Agreement, the employees of the Agency and its contractors and subcontractors will have the right to request access to the SBU building information relating to the project. The Agency, its contractors and subcontractors, each agree to comply with the terms and conditions of the Release and Non-Disclosure Agreement for SBU building information. All SBU building information generated by the Agency, its contractors and subcontractors, must be marked as directed by GSA's designated customer service representative and treated in the same manner as SBU building information provided by GSA. When the project for which the SBU building information was provided or generated is complete, the Director of the Agency's O&M services staff must send the written confirmations of disposal or return of documents, as well as any SBU building

information that has not been destroyed by the contractors, subcontractors or the Agency, to GSA's designated customer service representative; provided, however, that any such disposal or return of documents is subject to the Agency's applicable records retention schedules. Any unauthorized disclosure of SBU building information must be reported promptly by the Agency to GSA's designated customer service representative. In the event of an unauthorized disclosure of SBU building information, GSA reserves the right to rescind this Delegation.

#### 8. Claims.

A. The Parties acknowledge that GSA will have no responsibility or liability, either directly or indirectly, for any contractual claims or disputes that arise out of or relate to the performance of the work at the Facility under the terms of this Delegation, except to the extent such claim or dispute arises out of or relates to the wrongful acts or negligence of GSA's agents or employees.

B. The Agency must administer and defend any claims and actions, and, except as otherwise expressly provided herein, be responsible for all liabilities arising out of or relating to the performance of the work at the Facility by the Agency or its contractors under the terms of this Delegation.

C. The Agency will be responsible for the payment of any judgments rendered or settlements agreed to in connection with contract claims or other causes of action arising out of or relating to the performance of the work at the Facility by the Agency or its contractors under the terms of this Delegation.

9. Discontinuance. Either the Administrator may rescind the Delegation or the Secretary may terminate the Delegation by providing written notice to the other Party. The rescission or termination, as applicable, will be effective as soon as the Parties are able to arrange for the orderly transition of service providers under contract at the Facility and GSA is able to staff the Facility appropriately. In the event of rescission or termination, the Agency will continue to be responsible for any and all costs and expenses incurred in connection with the performance of the work at the Facility by or at the direction of the Agency or its contractors under the terms of this Delegation, including the costs of closing out or transferring any on-going contracts or the payment of claims, and will remain responsible for all costs and expenses of O&M at the Facility incurred by either Party, until GSA is able to assume budgetary responsibility and acquire the necessary resources for the Facility.

10. Amendments. This Delegation is intended to reflect the agreement of the Parties. No collateral agreements or writings affect or supersede the terms of this Delegation, except as expressly specified herein. This Delegation may be amended by written agreement signed by the respective agency heads, and such writing must expressly reference the Parties' intent to amend this Delegation. GSA may revise the SOP from



time to time. Such revisions will become binding on the Agency, unless the Agency objects, in writing, to the Administrator within 90 days of being notified of the revisions. The Administrator will issue a final written decision on any such objection within 30 calendar days after the Administrator's receipt of the Agency's objection.

#### 11. Disputes.

A. Any dispute over the scope of this Delegation or the authority delegated hereunder will be settled by the Administrator in his or her sole discretion.

B. Any other disputes involving interagency monetary claims or matters of legal interpretation will be settled as follows:

- i. To the maximum extent practicable, all such disputes should be resolved informally at the working level. In the event a dispute cannot be settled by the affected GSA and Agency program offices, it must be submitted, in writing, to the GSA Regional Administrator for the Northwest/Arctic Region for resolution. As soon as practicable, the Regional Administrator will issue a decision resolving the dispute, in writing, to the Agency. The Regional Administrator's decision will be final, unless the Secretary submits a written appeal to the Administrator within 30 calendar days after receiving the Regional Administrator's written decision. The Secretary's appeal must state the basis for the Agency's position and include all supporting documentation. The Administrator will issue a final written decision on any such appeal within 30 calendar days after the Administrator's receipt of the Agency's appeal.
- ii. If, after exhausting its appeals under subsection B(i), the Agency wishes to further appeal a dispute, and the dispute involves an interagency claim or transactional dispute, the Agency can request that the dispute be resolved in accordance with OMB Bulletin M-07-03, entitled "Business Rules for Intergovernmental Transactions." If, after exhausting its appeals under subsection B(i), the Agency wishes to further appeal a dispute, and the dispute involves an interagency legal dispute that cannot be resolved by agency counsel, the GSA General Counsel and the Agency General Counsel must jointly submit the matter to the Attorney General of the United States for resolution in accordance with Executive Order 12146 (or any succeeding Executive Order). Any decision of the Chief Financial Officers' Council or the Attorney General, as applicable, will be final and binding on the Parties, and the Parties will then coordinate to implement the decision promptly.

C. Pending a final decision on any dispute, the final decision of the GSA Administrator will remain in effect.

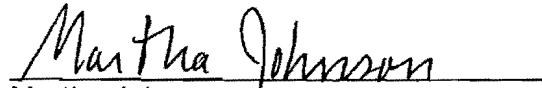
12. Effective Date. This Delegation is effective on the date of Agency acceptance below and remains in effect for five years, or until rescinded or terminated as provided under section 9, or as otherwise amended under section 10.

*[Remainder of page intentionally left blank.  
Signature page to follow.]*

IN WITNESS WHEREOF, the Parties have executed this Delegation on the dates hereinafter identified.

DELEGATED BY:


U.S. GENERAL SERVICES ADMINISTRATION,  
acting by and through the ADMINISTRATOR  
OF GENERAL SERVICES and authorized  
representatives

  
Martha Johnson  
Administrator of General Services

3 Dec 10  
Date

ACCEPTED AND AGREED TO BY:

U.S. DEPARTMENT OF ENERGY,  
acting by and through the  
SECRETARY OF ENERGY  
and authorized representatives

  
Steven Chu  
Secretary of Energy

MAR 31 2011  
Date

Attachments