

INTERAGENCY AGREEMENT BETWEEN  
THE FEDERAL AVIATION ADMINISTRATION  
AND  
THE U.S. ARMY CORPS OF ENGINEERS  
SOUTH ATLANTIC DIVISION

“On August 29, 1986, a Memorandum of Agreement (MOA) was signed between the US Department of Transportation, Federal Aviation Administration and the US Department of the Army which provides a single management umbrella under which individual interagency agreements between the FAA and the Army Corps of Engineers regional offices may be made for engineering, design, construction, and contracting services. THIS INTERAGENCY AGREEMENT (IA) is made and entered into by and between the Federal Aviation Administration, ATO Eastern Service Area and the US Army Corps of Engineers, South Atlantic Division for the purpose of establishing the responsibilities of the parties with respect to the delivery of engineering and related services, design, construction, and contracting services as may be requested and funded by the FAA. The IA is consistent with the provisions of the MOA. The accomplishment of this IA shall be as further detailed herein.

ARTICLE I  
PURPOSE AND AUTHORITY

This IA sets forth the requirements for the US Army Corps of Engineers, hereinafter referred to as the COE, to provide design and construction related engineering and contracting services as requested and funded by the US Department of Transportation, Federal Aviation Administration, hereinafter referred to as the FAA within the geographic area serviced by the FAA ATO Eastern Service Area. The purpose of this IA is to provide for the assignment of finite projects and contracting officer authority, where feasible, in order to allow the COE to act as the FAAs design/contracting agent.

This IA shall provide for the issuance of annual or periodic Task Orders for the performance of the work and will more specifically describe the services to be performed by the COE.

This IA is entered into under the Economy Act, 31 U.S.C. 1535, et seq. and 49 U.S.C. 106 (m).

ARTICLE II  
STATEMENT OF WORK AND RESPONSIBILITIES

1.0 COE RESPONSIBILITIES

1.1 General Scope of Work

Task Orders issued under this IA shall describe the services to be performed by the COE which may include the following: (i) design and review of design, and design management services, (ii) real estate services, (iii) procurement, award, and administration of construction

contracts, (iv) construction management, (v) construction inspection, (vi) construction related testing, (vii) other services such as development of conceptual designs and design criteria, engineering studies, cost estimating, archeological surveys, construction impacts, and environmental studies.

## 1.2 Procurement, Award and Administration

1.2.1 All contracting work assigned to the COE shall be performed in accordance with the Federal Acquisition Regulations (FAR) as implemented by the Department of Defense, Army and Engineer Supplements to the FAR, and COE's policies and procedures descending from these regulations. Management of appeals and claims on contracts awarded by the COE will be resolved by the COE Contracting Officer (CO). Claims and appeals shall be resolved as specified in Article IX.

1.2.2 The COE may provide assistance to the FAA on existing FAA construction contracts in which case the FAA procedures and policies may continue to apply.

1.2.3 Where the COE is not responsible for contract procurement, award, and administration under a Task Order, FAA procedures and policies apply, as determined by the FAA CO.

## 1.3 Single Points of Contact.

The COE shall provide a Primary Point of Contact (PPOC) from within the South Atlantic Division for the accomplishment of specific projects or tasks associated with this IA. The COE will also provide a single Technical Point of Contact (TPOC) for the accomplishment of specific tasks or projects under this IA.

## 1.4 Program Management

1.4.1 The COE shall provide a PPOC from within the South Atlantic Division to act as Program Manager and central point of contact at the regional level to ensure consistent and effective communication between USACE and FAA on matters pertaining to this IA. The PPOC will serve as the initial interface between the FAA and the appropriate COE office to execute the work.

1.4.2 The COE shall provide a TPOC to act as Project Manager for the management of all implementation activities for the execution of work under specific task orders issued under this IA. Where a construction management Task Order to the COE does not include contract procurement, award and administration, the Project Manager or his designee shall provide for direct construction management assistance to the FAA, including without limitation the following:

(a) Insure that construction activities are performed to the satisfaction of the FAA's requirements without impacting the National Airspace System.

(b) Provide technical support for the Resident Engineer (RE). In other words, if the RE has a question that he/she cannot answer, the Project Manager will provide the answer through whatever means are necessary.

(c) Draft written correspondences as necessary, and provide contract administration support. The Project Manager will make every effort to foresee potential claims and assist the Contracting Officer (CO) of the FAA and RE in resolving these types of issues (mainly through proper documentation/letters).

(d) Determine entitlement for change orders, issue scopes of work, perform cost estimates, determine actual impacts, and assist FAA CO in negotiating fair prices for change order work.

(e) Coordinate site meetings and site inspections with Army, FAA, and contractor personnel as necessary.

(f) Track progress of submittal and Request for Information (RFI) reviews to insure that timely responses are provided to the contractor.

(g) Evaluate construction schedules, and track progress of construction against schedules.

(h) Keep a log of all change order work, and work up PR(s) for contract modification(s).

(i) After receiving a contingency allotment, Program Engineer should maintain a real time record of financial data, including, for example, tracking construction costs, and notify the FAA of potential budgetary problems.

(j) Analyze contractor claims and protests, and provide technical and contractual advice to legal counsel in the event of a contract claim.

1.4.3 Where a Task Order for construction management also includes contract procurement, award, and administration by the COE (as well as possibly other work), the COE will seek to insure to the maximum extent practicable that all work is performed to the satisfaction of the FAA's requirements, including following FAA directions for minimizing disruption of the National Airspace System.

## 1.5 Construction Inspection

1.5.1 When construction inspection is included in a Task Order, the COE shall provide a Resident Engineer (RE) / Contracting Officer's Representative (RE/COR) to act as the Contracting Officer's Representative on site. The RE/COR shall have a four (4) year Bachelor degree in civil, mechanical, electrical, or fire protection engineering from an accredited university. COE personnel who do not meet the above requirement but possess an equivalent combination of education and experience will be considered.

1.5.2 The RE/COR shall provide construction inspection assistance to the FAA, including but not limited to the following:

- (a) Be on-site during all construction activities.
- (b) Have letter-writing authority, and be able to issue contract directives when needed.
- (c) Perform contractor oversight and inspection. Insure that all requirements set forth in the drawings and specifications are adhered to (including safety and security requirements), and notify RE and/or COR of problems should they occur.
- (d) Record all construction activities in a detailed project diary.
- (e) Keep a photographic log to document construction progress.
- (f) Write technical letters when needed.
- (g) Organize and maintain complete project files.
- (h) Ensure contractor maintains red-line drawings in accordance with specification requirements and submits complete and accurate red-line drawings at the completion of the project.
- (i) Review submittals as required.
- (j) Maintain two sets of submittals on site. One of these sets will be turned over to the facility after contract completion.
- (k) Provide on-site coordination of construction activities (with facility occupants), and insure that facility operations are not impacted by construction activities.
- (l) Resolve all design/construction problems that can be resolved on site.
- (m) Assist in writing scopes of work for change orders, and in performing government estimates.

1.5.3 Where a Task Order for construction inspection also includes contract procurement, award, and administration by the COE (as well as possibly other work), the COE will seek to insure to the maximum extent practicable that all work is performed to the satisfaction of the FAA's requirements without impacting the National Airspace System.

## 1.6 Other Services

The COE shall provide design, design review, design management, cost estimating, construction-related testing, engineering studies, archeological surveys, construction impacts, and environmental studies as set forth in a Task Order from the FAA issued under this IA.

## 2.0 FAA RESPONSIBILITIES

### 2.1 Provide Single Point of Contact (SPOC)

The FAA will provide a Single Point of Contact (SPOC) for the accomplishment of this IA and all associated Task Orders. The SPOC will be available to answer questions, provide program support, and to coordinate all work under a Task Order between the FAA CO and the COE PPOC.

### 2.2 The FAA will:

(a) Attend at least one pre-construction conference at the site in order to clarify the design intent to the general contractor and subcontractors. The FAA may, at its discretion, make unlimited site visits. Review fire and life safety related construction submittals for general conformance to the contract documents and applicable codes.

(b) Perform construction inspections for general conformance with the contract drawings and approved submittals. These site observations will be performed during the Construction Acceptance Inspection (CAI) with one (1) in-progress inspection as requested by the FAA.

(c) Review contractor's request for change orders and make recommendations to FAA. FAA will make final decisions on the disposition of all change orders.

(d) Perform site visit after all CAI punch list items have been completed to perform final inspection.

### 2.3 Construction Documents

The party responsible for developing contract construction drawings, specifications, and other similar documents for a specific project shall provide five sets to the other party.

### 2.4 Government Furnished Material (GFM)

The FAA will furnish material, space for a construction office, phone, fax, and copy machine when specified in a particular task order.

## ARTICLE III

### CONTACTS

Either party may designate a new SPOC via unilateral written notification to the other party without necessity for executing a mutual modification to this agreement.

FAA - The following individual will be the FAA's SPOC for the accomplishment of this IA and all associated task orders unless otherwise specified in the Task Order.

Mark Johnston  
Civil Engineer, FAA ATO ESA (Ops)  
AJW-E15D  
1701 Columbia Ave.  
College Park, GA 30337  
Tel: (404) 305-6587

COE - The following individual will be the COE's PPOC for the accomplishment of this Interagency Agreement and all associated Task Orders (unless otherwise specified in a Task Order):

Glenda K. Ashford  
Civil/Environmental Engineer  
Interagency and International Services Program Manager  
USACE, South Atlantic Division  
60 Forsyth St., SW,  
Rm 10M15 Avenue  
Atlanta, GA30303  
Tel: (404) 562-5222

COE - Project specific TPOC's will be identified and their name will be furnished to FAA prior to the execution of work. (unless otherwise specified in a Task Order):

#### ARTICLE IV SCHEDULE

##### 1.0 PERIOD OF PERFORMANCE FOR IA

The period of performance for this IA shall be from the date of the last signature and shall continue until September 30, 2011, unless otherwise terminated by the parties as provided herein.

##### 2.0 PERIOD OF PERFORMANCE FOR TASK ORDERS

Each individual Task Order assignment shall indicate a period of performance in the Statement of Work (SOW) and shall expire in accordance with that date. Unless otherwise directed by FAA, the COE will complete all agreed upon tasks in the task order irrespective of the nominal task order expiration date.

## ARTICLE V

### AUTHORITY OF FAA CONTRACTING OFFICER (CO)

#### 1.0 FAA CO

On behalf of the FAA, only the CO has the authority to: (1) direct or negotiate changes in the IA; (2) modify or extend the IA period of performance; (3) obligate funding; and (4) otherwise change any terms and conditions of this IA.

#### 2.0 The FAA CO is:

Bill Nelmes, Manager  
FAA Eastern Logistics Service Area - Acquisitions  
ASO-52  
1701 Columbia Ave.  
College Park, GA 30337  
Tel: (404) 305-6587

## ARTICLE VI CHANGES MODIFICATIONS

Changes and/or modifications to this IA shall be made in writing and signed by the FAA CO and the Division Engineer, South Atlantic Division. Modifications shall cite the IA number and shall set forth in detail, the exact nature of the change and/or modification. Notwithstanding this, either party may designate new SPOC personnel by unilateral written notification without mutual execution of a modification.

## ARTICLE VII TERMINATION

This agreement may be terminated by either party upon 60 days written notice to the other. The termination shall be in writing and signed by a warranted FAA Contracting Officer when the FAA is the withdrawing party, and by the Division Engineer, South Atlantic Division, when the COE is the withdrawing party. In the event of termination, the FAA and COE shall consult with each other concerning all claims for termination costs; however, the FAA shall continue to be responsible for all costs incurred by the United States up to the time of requested termination under this IA, provided such costs do not arise out of liability for unauthorized actions of the COE employees, consultants, contractors and their subcontractors which were not approved by the FAA CO, or the willful misconduct of its employees, agents, or contractors. Upon expiration or termination of this IA, the COE shall refund any portion of funds which have been advanced by the FAA, but not expended in connection with the work specified herein. The provisions of this IAG which require performance after the expiration date of this IAG shall remain in force not withstanding the expiration or termination of this IAG.

ARTICLE VIII  
FUNDING AND PAYMENT

1.0 FUNDING TRANSFER

The FAA will provide clear definition of funding arrangements/requirements for each task order. The FAA shall pay all allowable costs associate with the COE's provision of services undet this IA. Funds will be transferred directly from the FAA to the COE on a per Task Order basis. For Major Task Orders (estimated cost in excess of \$100,000), the funding transfers will be accomplished by SF-1151. For Small Value Task Orders, the FAA shall reimburse the COE for supplies and/or services furnished under this IA upon submission of a properly executed Standard Form 1080 (SF1080), Voucher for Transfers between Appropriations and/or Funds. The SF 1080 shall be submitted in an original and two copies to:

Mike Monroney Aeronautical Center  
Federal Aviation Administration Office of Financial Operations General Accounting Division  
(AMZ-300)  
PO Box 25082  
Oklahoma City, Oklahoma 73125-4915  
Phone: 405-954-1194

2.0 ESTIMATED COST

The estimated cost to perform each Task Order assignment will be identified by the COE and furnished to the FAA in advance of performing such tasks. If the actual cost to perform a specific Task Order by the COE is estimated to exceed the amount of funds available, the COE shall promptly notify the FAA SPOC of the amount of the additional funding necessary to complete the Task Order. The FAA Contracting Officer shall either provide the additional funds necessary to complete the task to the COE, or require that the scope of the assistance be limited to that which can be accomplished by available funds, or direct termination of work under the Task Order.

3.0 FINAL ACCOUNTING

Within 60 days of completing a Task Order assignment, the COE shall conduct a final accounting to determine the actual cost of the support provided. The COE shall report any funds advanced by the FAA in excess of actual costs and return excess funds to the FAA following financial closure of any COE contract issued there under.

ARTICLE IX  
DISPUTES

1.0 DISPUTE RESOLUTION

In the event of a disagreement over the terms of this IA, and before either party to this agreement may bring formal legal action concerning an issue relating to this agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of alternative dispute resolution mutually acceptable to both parties.

2.0 KEY OFFICIALS

The following officials have been appointed to facilitate the resolution of disagreements that arise from work performed under this IA:

COE Resolution Official: Glenda K. Ashford, U.S. Army Corps of Engineers, South Atlantic Division, 60 Forsyth St., SW, Rm 10M15, Atlanta, Georgia 30303, Telephone: (404) 562-5222

FAA Resolution Official: Bill Nelmes, Manager, FAA Eastern Logistics Service Area – Acquisitions, ASO-52, 1701 Columbia Ave., College Park, GA 30337, Tel: (404) 305-6587

3.0 Disputes Regarding FAA Administration of Funds or FAA Regulations

The COE is responsible for accomplishing all tasks issued under this IA in accordance with applicable law. Unless otherwise required by law, the parties agree that in the event of a dispute between the FAA and COE under this IA, the FAA Contracting Officer shall make the final decision, except that the COE's accounting system and regulations shall be used for accounting and allocation of costs.

ARTICLE X  
REVIEW OF CONTRACTS AND CONTRACT MODIFICATIONS

Where the COE is required to increase the scope of work of its other contracts in order to satisfy an FAA requirement, the COE agrees to provide copies of the proposed contract modifications to the FAA Contracting Officer for review prior to the execution of the modifications.

ARTICLE XI  
PROVISION OF ASSISTANCE

Nothing in this IA is intended to affect ongoing arrangements between the FAA and the COE. Nothing in this IA can be or should be construed to require the FAA to use the services of the COE, or to require the COE, to accept assignments from the FAA.

ARTICLE XII  
ENFORCEMENT

The failure of either party to insist upon strict performance of a particular term or condition of this IA or its failure to exercise any right provided by law shall not be deemed a waiver of such terms or right. The illegality or unenforceability of any provisions of this IA shall not impair or invalidate the other provisions of this IA.

ARTICLE XIII  
OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or other elected official shall be admitted to any share or part of this IA, or to any benefit that may arise there from.

ARTICLE XIV  
CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information. The COE and its responsible districts will verify that any and all project related results and technical details are not privileged or protected from release prior to the release of information to the public related to work under this IA.

ARTICLE XV  
EFFECTIVE DATE

This IA shall become effective upon the latest date of signature below by the designated FAA and COE officials.



WILLIAM NELMES  
Manager  
FAA ELSA- Acquisitions  
Federal Aviation Administration

DATE: 27 Sept 07



JOSEPH SCHROEDEL  
Brigadier General, EN  
Commander, South Atlantic Division  
U.S. Army Corps of Engineers

DATE: 27 SEP 2007