

Justice

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ARMY CORPS OF ENGINEERS
AND
FEDERAL BUREAU OF INVESTIGATION

*7MP
504-4798
Reimb. Fed*

Oct 92

1. BACKGROUND.

The Federal Bureau of Investigation (hereafter referred as Bureau) has requested assistance from the U.S. Army Corps of Engineers (hereafter referred as USACE) for support in its ongoing relocation of the Criminal Justice Information Services Division to Clarksburg, West Virginia.

2. AUTHORITY.

- a. The Economy in Government Act (31 U.S.C. 1535).
- B. 10 U.S.C. 3036(d).

3. PURPOSE.

This memorandum of agreement (MOA) addresses USACE assistance to the Bureau on a one time, temporary, reimbursable basis in connection with the construction of facilities for the relocation of its Criminal Justice Information Services Division. USACE will provide on-site management and technical support on behalf of the Bureau for engineering and construction management activities performed by Bureau personnel and the construction manager (CM), Bechtel National, Inc. The scope of services being provided by the CM is Attachment 1. The organizational structure of the construction management team for the project (Bureau, USACE and CM) is Attachment 2. The estimated cost of the project is \$211 million. The requested support is expected to continue through the occupancy of the new facilities which is estimated to occur in June 1995.

4. PROVISION OF ASSISTANCE.

- a. Responsibility of the USACE

USACE will provide technical support to the Bureau in the areas of contract management, cost control, quality assurance, progress management, claims evaluation, design issues and overall construction management. The support would be provided by assignment of an experienced project manager of the GM-15 level on the project site.

The USACE project manager will independently evaluate the operation of the CM and the construction contractor and advise the Bureau regarding their performance. The USACE project manager will evaluate design and construction issues as deemed necessary or as requested by the Bureau. The responsibilities of the USACE project manager are outlined in Attachment 3.

USACE will provide support to the assigned USACE project manager and the Bureau within the capability of the Headquarters, U.S. Army Corps of Engineers (HQUSACE) on an as-needed basis. The USACE project manager will be responsible directly to the Bureau's Chief Engineer located in Washington, D.C. and will be administratively supported by the Chief, Construction Division, Directorate of Military Programs. USACE will continue to have the responsibility for the performance rating of the assigned USACE project manager with input from the Bureau. USACE and the Bureau will jointly develop the performance standards.

b. Responsibility of the Bureau

The Bureau will reimburse USACE costs for support pursuant to procedures of paragraph 5, Program Funding.

The Bureau will assume all relocation costs of the USACE employee that are allowable under the Federal Joint Travel Regulations. This includes relocation services at the beginning and at the conclusion of the assignment and related travel. Travel costs will include (1) travel for house hunting; (2) travel from the USACE employee's current duty station to the project site at the beginning of the assignment; (3) travel related to the actual relocation to the new duty station and (4) at the end of the assignment, travel equivalent to returning to the employee's original duty station.

The Bureau will assume all applicable labor costs including benefits, which will be approximately 30 percent. These costs will include the assigned USACE employee's salary and the supervisory and administrative costs incurred by HQUSACE to support the assigned employee. During the period of assignment with the Bureau, it is anticipated that the salary of the USACE employee will escalate as a result of cost of living and performance increases. These increases will also be the responsibility of the Bureau.

The Bureau will provide office space and administrative support including equipment, transportation and personnel required to support the USACE assignment on the project site.

5. PROGRAM FUNDING.

a. Funding authority will be provided by the Bureau to cover all USACE expenses necessary in implementing this agreement. The

Bureau will provide funds, full obligational authority, through the issuance of a reimbursable order (Interagency Agreement) to HQUSACE, ATTN: CEMP-C, in advance of any obligation incurred by HQUSACE. If the actual cost to USACE is forecasted to exceed the amount of funds previously provided, USACE shall promptly notify the Bureau of the additional funding necessary. The Bureau shall either provide the additional funding within fifteen calendar days following the request or require that the scope of the assistance be limited to that which can be financed by the available funds.

b. The Army Corps of Engineers accounting system and regulations will be used for accounting and allocation of costs. SF 1080, Voucher for Transfers Between Appropriations and/or Funds, will be used to bill costs to the Bureau on a monthly basis. Upon furnishing the assistance contemplated by this Agreement, a final accounting will be conducted within 120 calendar days of completion to determine the actual costs of the assistance provided. Funds advanced by the Bureau in excess of actual costs will be returned within 90 calendar days of the final accounting.

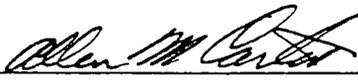
6. GENERAL PROVISIONS.

a. This Memorandum of Agreement (MOA) is effective upon the last signature by the parties and shall terminate on 31 October 1995, unless amended. This MOA may be amended at any time by mutual agreement of both parties. Additional duties may be added or current responsibilities modified as mutually agreed. Any amendment to this MOA must be in writing.

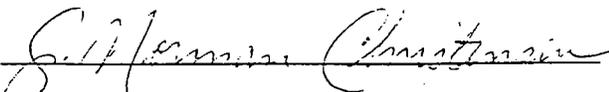
b. USACE and the Bureau may terminate this MOA by providing sixty calendar days written notice. There will be a final accounting and settlement of all USACE costs upon termination.

U.S. ARMY CORPS OF ENGINEERS

FEDERAL BUREAU OF INVESTIGATION



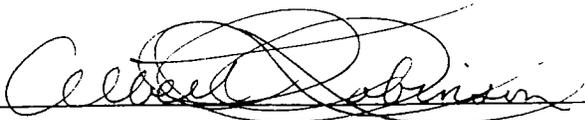
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