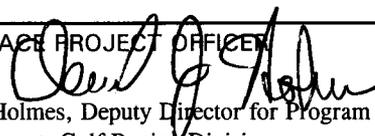


U.S. ARMY CORPS OF ENGINEERS INTERAGENCY/SUPPORT AGREEMENT <i>(ER 1140-1-211)</i>		1. AGREEMENT NO. GRD/PMO 001		
		2. <input checked="" type="checkbox"/> INITIAL AGREEMENT <input type="checkbox"/> AMENDMENT NO. _____		
3. PROJECT TITLE Gulf Region Division Construction Management Directorate Support to the Program Management Office		4. EFFECTIVE DATE 15 April 2004		
		5. COMPLETION DATE		
6. NAME AND ADDRESS OF USACE ORGANIZATION Gulf Region Division Baghdad, Iraq APO AE 09316		7. NAME AND ADDRESS OF OTHER AGENCY Program Management Office Baghdad, Iraq		
8. SCOPE OF WORK <i>(Additional pages may be used as needed)</i> 1. The U.S. Army Corps of Engineers (USACE) will provide a SES Director of Construction to the Program Management Office (PMO) Directorate to serve as a principal staff officer/director. The Director of Construction will be dual-hatted with responsibility for construction in both the Gulf Regional Division (GRD) and PMO. 2. USACE will retain a permanent construction management presence, Construction Directorate, in the PMO that is fully embedded in the PMO project delivery teams for execution of the FY04 Supplemental funded projects. The PMO Construction Directorate will perform construction management oversight functions to include: - Serve as the lead construction management team member on the sector program / project management team; - Coordinate participation of field construction personnel on Project Delivery Teams (PDT); - Maintain data on cost, scope and schedule associated with construction execution, which is furnished to the Sector PMO (SPMO) and appropriate contracting officer for upward reporting; - Establish consistency in construction operations across the GRD and its three Districts; 3. The Construction Directorate will manage an adequately resourced field staff to provide construction management of the PMO construction program: - Manage execution of the construction management mission through three subordinate districts. Work with district chiefs of construction to ensure efficient execution on schedule and within budget, and resolve execution issues; - Ensure construction execution is within Supervision and Administration (S&A) and Supervision, Inspection and Overhead (SIOH) targets;				
9. SPECIAL PROVISIONS <i>(Additional pages may be used as needed)</i> a. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers. b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party. b. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.				
10. USACE PROJECT OFFICER  Daniel Holmes, Deputy Director for Program Management, Gulf Region Division		TELEPHONE (540) 542-1440	11. OTHER AGENCY PROJECT OFFICER	TELEPHONE
ADDRESS Gulf Region Division ATTN: CEGRD-PM APO AE 09316		ADDRESS		

12. REPORTS *(Requirements and Frequency)*

13. FUNDS
(Page(s) with cost breakdown may be attached as necessary)

SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
a. USACE AMOUNT			
b. OTHER AGENCY AMOUNT			
c. TOTAL PROJECT COST			

14. FUNDING

Funds will be provided by:

a. Transfer Appropriation *(SF 1151, Now-Expenditure Transfer Authorization)*
 Reimbursable Order *(31 USC 1535 - Economy Act)*
 Other *(describe)*

b. Appropriation:

15. BILLING

a. Request for payment will be made by: SF 1080 SF 1081 Other *(describe)*

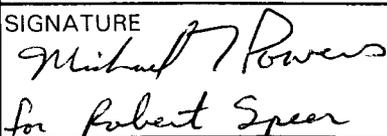
b. Frequency Monthly Quarterly Upon work completion Other *(describe)*

c. Request for payment will cite the following accounting information *(describe necessary documentation)*:

d. Submit to:

16. AUTHORITY

17. APPROVALS

a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE Robert Slockbower Director of Technical Programs	SIGNATURE 	DATE 11 May 04
a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR OTHER AGENCY COL Robert Speer PMO Comptroller	SIGNATURE 	DATE 5-11-04

Continuation of Block 8, Scope of Work :

- Level resources among offices to maximize availability of talent for execution of construction missions regardless of funding source;
- Ensure consistency of processes used to deliver construction for work;
- Serve as the Contracting Officer Technical Representative (COTR) for the Construction Management Services (CMS) support contract to determine requirements and negotiate task orders to deliver required services;
- Manage Automated Information Systems (AIS) for the support of the construction management mission and integrate USACE information management systems with other PMO information systems managed by the PMO Director of Information Systems. Integration will be the responsibility of the PMO Director of Information Systems and is included in the PMO Information Systems support contract;
- Perform bidability, constructability, operability and environmental reviews of designs as they are developed by the design-build cost contractors.

4. The PMO Sector Project/Program managers for FY04 funded projects are responsible for reporting cost, scope and schedule to the PMO and appropriate contracting officer; contact with the customer; and leadership of the sector Project Delivery Teams.

5. The PMO will provide the Construction Directorate & field construction staff the following services in support of the PMO construction mission: counsel, primary contracting officer, sector engineering design and technical review, public affairs, resource management, information management for those assigned or attached to PMO and logistics for those assigned or attached to PMO and PMO security contract services.

6. USACE support to the PMO is funded on a reimbursable basis. A revolving fund will be established to pay for GRD expenses associated with construction management of the FY04 Supplemental appropriation. Income into the revolving fund will be recognized by entering construction placement against the contractual obligations. The agreement between USACE and PMO is to fund SIOH at 4% of construction placement for projects that PMO performs program / project management and to fund S&A at 6.5% for those projects that GRD performs project management. GRD will manage to the 4% over limitations and adjust these rates based on mutual agreement. Any additional services provided by GRD to PMO beyond SIOH and S&A levels of effort will be performed on a reimbursable basis. Rates are also exclusive of security and other specifically designated overhead expenses: vehicles (under the security contract only), cell phones (for those assigned or attached to PMO) and life support for GRD & CMS personnel assigned or attached with PMO.

All activities will be organized and managed such that there is no duplication of effort or services and ultimate costs of delivery are minimized.

Initials *MS*

5-11-04

Initials *MP*

5-11-4

Continuation of Block 9. **Special Provisions:**

c. PMO shall provide funding to USACE for the surcharges detailed herein, under this Agreement.

d. **LIABILITY:**

This MOA will take effect, however, a statement of liability responsibilities will be appended to this MOA within 30 days.

e. **CONTRACT CLAIMS AND DISPUTES:**

(1) All claims and disputes by contractors arising under or relating to contracts administered by USACE under this Agreement shall be resolved in accordance with U.S. Federal law and the terms of the individual contracts. PMO shall have dispute resolution authority for these claims.

(2) PMO shall be responsible for handling all litigation involving disputes and appeals arising under or relating to contracts it award, and for coordinating with the U.S. Department of Justice as appropriate. USACE shall support PMO with any requested litigation support services (such as, but not limited to, production of documents, technical assistance, review and comment on the litigation, negotiation of claims, etc.) from notice of claim throughout all of the litigation.

f. **DISPUTE RESOLUTION:**

The parties agree that, in the event of a dispute between the parties, PMO and USACE shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer the matter for resolution to the Secretary of the Army or any other such entity as may be appropriate.

g. **AMENDMENT, MODIFICATION AND TERMINATION:**

This Agreement may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this Agreement by providing written notice to the other party. The termination shall be effective upon the 180th calendar day following notice, unless a different date is set forth. In the event of termination of this Agreement, PMO shall continue to be responsible for all costs USACE incurs under this Agreement.

Initials <i>MS</i> Date: <i>5-11-04</i>
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Initials <i>MP</i> Date: <i>5-11-4</i>
