



REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY**  
**HEADQUARTERS, U.S. ARMY MATERIEL COMMAND**  
9301 Chapek Road  
Fort Belvoir, VA 22060-5527

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE US ARMY CORPS OF ENGINEERS  
AND  
THE US ARMY MATERIEL COMMAND**

**SUBJECT: Military Construction Services in Support of the Logistics Civil Augmentation Program (LOGCAP)**

**1. References:**

- a. 10 USC 2801.
- b. 10 USC 2805.
- c. DoD Directive 4270.5, Military Construction, 12 February 2005.
- d. Memorandum, DoD, Office of the General Counsel, 7 March 2006, to the Chairman, Joint Chiefs of Staff (COL T. Ayres), subject: Logistics Civil Augmentation Program (LOGCAP) Funding.
- e. Section 2808 of the Military Construction Authorization Act for Fiscal Year 2004 (Pub. L. 108-136), as amended by section 2810 of the Military Construction Authorization Act for Fiscal Year 2005 (Pub. L. 108-375) and section 2809 of the Military Construction Authorization Act for Fiscal Year 2006 (Pub. L. 109-163), as amended by Section 2802 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (Pub. L. 109-3).
- f. AR 700-137 (LOGCAP), 16 December 1985.
- g. AR 420-10, Management of Installation Directorates of Public Works, 15 April 1997.
- h. DA PAM 420-11, Project Definition and Work Classification, 7 October 1994.
- i. MOA between USACE and AMC, 4 April 2003.
- j. LOGCAP Contract DAAA09-02-D-0007, 14 December 2001.
- k. LOGCAP Contract W52P1J-07-D-0010, 16 February 2007.
- l. LOGCAP Contracts W52P1J-07-D-0007, W52P1J-07-D-0008, and W52P1J-07-D-0009, 17 April 2008.

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m. CENTCOM Engineer Handbook, 14 December 2005.

2. **Parties.** The parties to this MOA are the U.S. Army Corps of Engineers (USACE) and the U.S. Army Materiel Command (AMC).

3. **Reissuance and Purpose.** This MOA:

a. Supersedes reference 1i.

b. Documents the partnering and execution responsibilities and procedures between the USACE and AMC for the provision of engineering services, contract administration and other services in relation to construction for LOGCAP contingency planning, exercises, and operations, including general war. A contingency operation is hereafter referred to as an "Event." The Deputy Commanding General for Military and International Operations, Headquarters (HQ), USACE, and the Deputy Commanding General, AMC are the respective Executive Agents for the implementation and accomplishment of the MOA provisions herein.

4. **Applicability and Scope.** This MOA applies to:

a. The USACE support for the engineering, contract administration in the execution of Military Construction (MILCON), under the LOGCAP III Contract DAAA09-02-D-0007 (Ref 1j), and the follow-on LOGCAP IV contract(s) (Ref 1l), per AR 700-137 (LOGCAP) (Ref 1f). USACE LOGCAP support encompasses:

b. Participation in deliberate or crisis action contingency planning, including general war.

c. Current and planned contingency support of events, including participation as a principal member of LOGCAP deployment and Area of Responsibility (AOR) operational teams.

d. Exercise participation, including the annual AMC Warfighter exercise.

e. Training and partnering initiatives such as the LOGCAP Worldwide Requirements Conference, Symposiums and AOR Assistance Visits for supported forces.

f. Initiatives with policy, publications and programs of instruction.

g. Responsibilities as a Chief of Staff, Army Transformation Enabler.

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h. USACE responsibilities as Contracting Officer Representative (COR) for military construction projects to include upward reporting of project expenditures and minor construction plus repair and maintenance projects when assigned by LOGCAP Procurement Contracting Officer (PCO).

i. USACE responsibilities as Administrative Contracting Officer (ACO) for military construction projects as assigned by LOGCAP PCO.

**5. Background:**

a. A previous MOA (dated 1996) facilitated the 1 October 1996 transition of LOGCAP management and contract administration and operations from USACE to AMC. Consequently, mutual responsibilities, procedures and working relationships predominantly focused on near-term contract transition concerns.

b. The MOA became outdated and required extensive revision to enhance USACE/AMC relationships and USACE current and programmatic engineering support for LOGCAP contingency planning, readiness and Events, resulting in a new MOA dated 4 April 2003 (Ref 1i).

**6. Policy and Funding:**

a. G-4, HQDA administers and maintains the LOGCAP Management Decision Package-VLCA (MDEP), which partially funds the AMC LOGCAP Program.

b. Supported force or agency will fund all LOGCAP support including military construction. In accordance with guidance in reference 1h above, the supported force or agency shall verify work classification with USACE and AMC. The AMC may opt to fund any LOGCAP preparatory or execution assistance for a specific Event such as program briefings, training, personnel planning augmentation, Statement of Work (SOW) development and forward operational team deployments.

c. Funding for military construction performed with military construction appropriations or Operation and Maintenance Army (OMA) appropriations under LOGCAP, shall come directly to the USACE from the Supported Force or Agency unless the construction is minor construction as defined in Ref 1b. The USACE will forward the construction award amount to AMC and retain the Supervision and Administration (S&A) and contingencies monies. The USACE shall manage the S&A and contingency dollars in partnership with the supported Force or Agency.

d. Funding for minor construction plus repair and maintenance projects shall be forwarded directly to AMC unless USACE will be assigned to act as COR or ACO. In those instances, funding shall be handled as noted in paragraph 6c.

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e. Supported force/agency or AMC will fund all USACE costs to include travel and Temporary Duty (TDY), for engineering assistance provided for the development, review and updating of LOGCAP support plans.

f. Supported force/agency or AMC may opt to fund USACE costs to include travel and TDY, for engineering support participation in exercise development, execution and any necessary and agreed upon post exercise actions. The AMC will send a Calendar Year, LOGCAP Exercise Support Request to USACE electronically for review and approval within 45 days of MOA implementation herein. This request will be updated and sent to USACE every six months thereafter or as needed. Minimally, this request will include exercise designation, location, supported command/agency, duration and type of anticipated engineer exercise support.

g. The USACE and AMC will coordinate or recommend a funding source for any USACE LOGCAP support requested in paragraph 4e-4f above. Funding by the supported command or agency will be requested and subject to availability.

**7. Responsibilities:**

a. The USACE will perform:

(1) The technical expertise function under LOGCAP control task orders, to include design, construction, and engineering services required for military construction or repairs to the extent the LOGCAP Program Director requests USACE assistance for repair in support of planning, exercises and contingency response execution as cited herein and as specified in DOD Directive 4270.5.

(2) Construction and engineering services expertise as a principal member of Team LOGCAP Forward (TLF) during planning, exercises and contingency response. Be able to deploy on three LOGCAP teams simultaneously and worldwide. The TLF is usually comprised of a senior Program Management Office (PMO) representative, Deputy Program Director, USACE, Defense Contract Management Agency (DCMA), LOGCAP PCO (PCO-Fwd), LOGCAP Support Unit (U.S. Army Reserve) and other functional specialist members as required.

(3) Construction and engineering services expertise for military construction as a principal TLF member for the Commanders, Forward Activities (Designated Commanders, AMC Army Field Support Brigades (AFSBs) during exercises and contingencies). Upon agreement by USACE and AMC and as documented in the Project Management Plan (PMP), include the COR duties for construction management oversight and quality assurance on minor construction or repair and maintenance projects under authority delegated by the contracting agency in the absence of an established Facility Engineer (Area Support Group, Base Support Battalion,

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Facility Engineer Team, F.E. Detachment or F.E. Group) within the supported Task Force or Agency with the expertise and capabilities to perform these functions.

(4) All duties associated with Administrative Contracting Officer (ACO) authority, as delegated in writing by the LOGCAP PCO, for military construction as agreed and documented in the PMP. Assignment of ACO responsibilities during exercises and contingencies is thoroughly coordinated by the LOGCAP Program Directorate and LOGCAP PCO among all concerned partners. The MOA Executive Agent approves all assignments of LOGCAP ACO responsibilities for military construction by the LOGCAP PCO to any command or other agency outside AMC. All ACO and PCO responsibilities for Event support will be delegated in total or by functional area specialty support for construction and other services as required. Absent unusual and compelling circumstances, LOGCAP PCO will delegate ACO authority to USACE for military construction upon completion and approval of the PMP.

(5) Project management and preparation of a PMP to specify all roles and responsibilities in support of project execution under LOGCAP for all military construction. In addition to the roles and responsibilities of AMC, DCMA, USACE, and delegated responsibilities of ACO or COR duties, the PMP shall identify acquisition clauses for construction when omitted from the base contract.

(6) Funds management for military construction projects to include upward reporting of project expenditures and obligations as mandated by Congress and others.

b. The AMC will:

(1) Manage and operate LOGCAP as the program Executive Agent, which includes the maintenance of adequate and timely readiness standards and direct requests for military construction services to USACE as specified in DOD Directive 4270.5.

(2) Keep USACE informed of all major LOGCAP planning, exercise and Event initiatives. The AMC submits requests to USACE for military construction and other engineering services in support of such program initiatives as appropriate.

(3) Report construction/project data to USACE on a regular basis (as called for in the PMP) for upward reporting.

(4) Organize, lead, train, ready, deploy and operate TLF and other LOGCAP Event support teams. The AMC will facilitate USACE as a principal member of LOGCAP Event teams.

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(5) Subject to the availability of funds, provide fiscal resources to complement HQDA and supported force funding.

(6) Facilitate USACE attendance as a principal participant at LOGCAP forums such as exercises, plan review meetings, Worldwide Requirements Conferences, Symposiums, and AOR Assistance Visits for supported forces and other agencies.

(7) Support LOGCAP resource requirements and other interests within the Planning, Programming, Budgeting and Execution System (PPBES).

(8) Ensure that current task orders issued under the LOGCAP III contract, and the base contract for LOGCAP IV, include any provisions required for construction projects, including but not limited to FAR clauses relevant to Engineering and Construction. Requirements for Contractor Quality Control (CQC) Plans and Quality Standards will be specified in the PMP and included in the task order when not in the base contract.

(9) When USACE is not the ACO or COR, will be responsible for any future transfer of real property, including fulfilling the requirement for DD Form 1354, Transfer and Acceptance of Military Real Property. A copy of the DD Form 1354 will be provided to USACE for upward reporting purposes when USACE is not designated the ACO. The AMC may request technical assistance or expertise from the USACE as needed to ensure consistent and proper approach to real property transfer.

(10) The LOGCAP PCO will delegate ACO responsibilities to USACE as appropriate.

(11) If approached first, will direct the Support Force or Agency to USACE for military construction requirements.

8. Supercession:

a. The MOA provisions herein without qualification fully supersede all prior USACE/AMC written agreements or other arrangements concerning LOGCAP.

b. This MOA also supersedes all prior USACE/AMC written agreements or other arrangements locally or regionally established, known or unknown at this time, concerning LOGCAP.

9. Administration. The following items of administration apply to this MOA:

a. The MOA herein becomes effective for implementation on the date of the last signature and remains in effect through the performance period of any LOGCAP IV contract.

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b. Any command or activity may recommend changes to this MOA at any time. Changes are incorporated into the MOA upon written approval of both the USACE and AMC Executive Agents. The MOA Executive Agents will endeavor to meet during the 12<sup>th</sup> month after the effective date of this MOA to discuss agreement currency, efficacy and needed changes. This meeting will be held annually thereafter while the MOA herein remains in effect.

c. Technical Annexes (TA) may be developed and approved as required by the USACE and AMC MOA Executive Agents. A TA provides more detailed guidance such as Standard Operating Procedures for LOGCAP deployment teams or plan and SOW development. Once signed, the TA becomes an integral part of this MOA for implementation.

d. This MOA may be terminated through written notice being provided by either Executive Agent to the other. Sixty days will be allowed after receipt of a termination notice for the arbitration of any differences or review of the overall agreement.

e. No third party not a signatory to this MOA will take any rights thereunder.

f. Any discrepancy as to the interpretation of this MOA will be resolved by negotiation and written mutual agreements between the parties which shall become incorporated into and part of the MOA.

  
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R. L. VAN ANTWERP  
Lieutenant General, USA  
Commanding  
U.S. Army Corps of Engineers

12/14/08  
(Date)

  
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ANN E. DUNWOODY  
General, USA  
Commanding  
U.S. Army Materiel Command

- 1 DEC 2008  
(Date)

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