

*Treasury - bep690***MEMORANDUM OF AGREEMENT***A*
Jun 90

Between
U.S. Department of the Treasury
Bureau of Engraving and Printing
and
The Department of the Army
U.S. Army Corps of Engineers, Baltimore District

I. Purpose: The purpose of this Memorandum of Agreement (MOA) is to establish the relationship, agreements, general procedures and responsibilities under which the Department of the Treasury, Bureau of Engraving and Printing (BEP) and the Department of the Army, U.S. Army Corps of Engineers, Baltimore District (COE) will operate in executing BEP assigned tasks.

II. Statutory Basis: This MOA is consistent with and is entered into under the following statutory authorities: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535) and 10 U.S.C. 3036(d).

III. Background: BEP is in the process of developing a waste-water pretreatment facility in Washington, DC. This project will result in treating the waste solution generated by the presses in the main building. The project is currently under design by Wiley and Wilson, the BEP architect, and in the review process (NCPC, CFA, and ACHP).

IV. General Scope of COE Involvement: COE responsibilities shall include review of plans and specifications for Phase I and II, construction inspection during Phase I and II, construction contract procurement of Phase II, and all contract administration for the new wastewater pretreatment facility at Washington, DC for Phase II work. Upon the signing of this MOA, the COE, Baltimore District will assume the responsibility and authority to fulfill the subsequently assigned tasks.

V. Responsibilities:

A. BEP is responsible for:

1. Facility Design: BEP will be responsible for project design activities. BEP will provide all A/E drawings and specifications for both Phase I and Phase II of the Wastewater Pretreatment Facility, and for each specific task assigned. BEP is responsible for assuring the technical adequacy of the design as it relates to BEP's mission. BEP acknowledges that the COE is not technically proficient in chemical pretreatment of wastes and that the COE will not assume liability for the A/E's design.

2. Funding: BEP will provide the necessary funds to accomplish the assigned tasks and pay administrative costs for the work to be performed by the COE and construction contractor(s).

3. **Program Management and Security:** BEP will establish priorities, establish completion dates, is responsible for the approval and acceptance of installed equipment as well as acceptance of the facility upon completion. BEP will provide the COE all project specific security requirements for inclusion in the project solicitation package. Security clearances for the successful bidders will be obtained by BEP. BEP agrees to accept the COE's secret security clearances for COE employees, and to provide escorts for contractors, as required, while awaiting clearances.

4. **Construction Management:** BEP will provide designated personnel to assist the COE in construction management and to act as liaison with other BEP personnel.

5. **Contract Administration Phase I:** BEP will procure and administer the Phase I contract for the wastewater collection and transportation system. This will include performing the following activities as recommended by the COE: paying the contractor, issuing modifications, and issuing letters requiring either a CO or COTR authority.

6. **A/E Contract Management:** BEP will, if necessary, exercise the A/E's shop drawing review option and authorize site visits as recommended by the COE. Should additional design work be required during construction, BEP will modify the A/E's contract to provide the required design. Should A/E liability be recognized, the BEP will be responsible for recovery actions. The COE will provide support as requested.

B. The COE is responsible for:

1. **Design Review:** The COE will review all A/E drawings, specifications, and basis of design provided by BEP for constructibility, biddability, and conformance with applicable architectural and engineering codes and standards for both phases of construction and provide written comments to BEP. The COE reviews will not address the adequacy of the pretreatment plant's ability to produce effluent which meets EPA guidelines.

2. **Contracting and Contract Administration:** The COE will advertise and award all specified contracts for the facility's Phase II construction, and serve as the Contracting Officer.

3. **Construction Management:** The COE will provide inspection of both phases of the construction and administration of the Phase II construction contract in conjunction with designated BEP personnel to ensure progress and quality assurance.

4. **Legal:** Phase II construction legal issues will be reviewed by COE Office of Counsel and Contracting Officer's Decisions will be issued when appropriate. The Armed Services Board of Contract Appeals (ASBCA) or the Claims Court will be the designated forums for resolution of disputed claims or terminations.

5. **Safety and Health:** The COE will comply with the applicable OSHA/ANSI standards which affect the construction project. The requirements contained in EM 385-1-1, US Army Corps of Engineers Safety and Health Requirement Manual will be enforced by the COE on the project site.

VI. Funding:

A. BEP will transfer the necessary funds to cover COE costs associated with the COE performance of assigned tasks and all contract costs related to Phase II construction. BEP will provide to the COE a TDF 35-05.2, Department of the Treasury Agreement for Reimbursable Services, which certifies funds in the amount required.

B. As estimates for work are revised, any additional funds required will be provided by increasing the TDF. If excess funds are available, the COE will notify the BEP.

C. BEP will advance the necessary cash quarterly or as needed to COE to cover expenditures which will be incurred by COE against this authority. Disbursement will be made to the COE by an SF 1080, Voucher for Transfers Between Appropriations and/or Funds, pursuant to the Treasury Fiscal Requirements Manual, Vol. I, Part 2, Sec. 2550.30, and OMB Circular A-34, Para. 81.2(a).

D. BEP agrees to pay all actual COE expenses associated with this project.

VII. Procurement Policy: COE shall perform all work required under this contract in accordance with the Federal Acquisition Regulations (FAR) as implemented by the Department of Defense Supplement to the FAR, and all appropriate federal regulations.

VIII. Reports and Documentation: Design and construction management data (progress, scheduling, costs) are to be reported monthly. Where practical, the "Automated Military Progress Reporting System" (AMPRS) will be used to provide management data simultaneously to COE Division Commanders, Headquarters, Army Corps of Engineers as well as to BEP. SF 1080 billings will be initiated at the field operating activity level to keep BEP informed of project status.

IX. Public Information:

A. Justification and defense of the BEP program before Congress and the Executive Branch of Government, and coordination with State Governments (EO 12372) shall be the responsibility of BEP.

B. Public Affairs activities shall be the responsibility of BEP.

C. The COE may provide information to BEP to support contacts with Congress, the Executive Branch, and private citizens, but will in no way have direct contact or responsibility for such contacts.

D. The COE will make public announcements and respond to all inquiries received relating to the normal procurement and contract administration process for Phase II.

X. Amendments and Termination: This MOA may be modified or amended by written agreement between the BEP and the COE. It may be terminated by mutual written

agreement or by either party giving 30 days written notice to the other. In the event of termination, the BEP shall be responsible for the costs of closing out ongoing contracts. and the costs for demobilization of personnel and facilities fully dedicated to the BEP programs. The COE shall retain contract administration responsibilities for contracts awarded by the COE until such contracts have been financially closed out.

XI. Effective Date: This MOA shall be effective upon signature by the principal BEP and COE officials. It shall remain in effect indefinitely. However, upon the request of either party, not more often than annually, both parties shall review this MOA to assure that it continues to reflect the appropriate understandings and procedures to recognize and provide for current needs and capabilities.

XII. Actual Work Description: A descriptive outline of the Pre-Construction Conference Construction Activities, and Post Construction Activities is included as Appendix A.

DEPARTMENT OF THE ARMY

1s/ *Frank R. Finch*
 BY: FRANK R. FINCH
 TITLE: COL, EN District ENGR
 DATE: 27 June 90

**DEPARTMENT OF THE TREASURY
 Bureau of Engraving & Printing**

1s/ *Peter H. Daly*
 BY: Peter H. Daly
 TITLE: Director
 DATE: May 24, 1990