

MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF THE ARMY
AND
UNITED STATES INFORMATION AGENCY

May 89

1. **PURPOSE.** The purpose of this MOA is to define the responsibilities of each of the parties in connection with the Security Upgrade construction at U.S. Information Agency (USIA) facilities. Said construction is to be executed under the conditions outlined in individual construction contracts executed between USIA and those contractors selected by USIA to do the design and construction at USIA facilities.

2. **AUTHORITY.** The Department of the Army (DA) is authorized to enter into reimbursable technical assistance agreements with other U.S. Government agencies under the Economy Act (31 U.S.C. 1535), 10 U.S.C. 3036(d), and Department of Defense (DOD) directive 4270.5 wherein DA operates in accordance with the DOD Peacetime Construction Agent Assignments established by the Assistant Secretary of Defense (Manpower, Reserve Affairs, and Logistics). For purposes of this MOA, DA may undertake an assignment in a country designated to another DOD Construction Agent (Navy or Air Force) provided the concurrence of the DOD designated Construction Agent is first obtained.

3. **DESIGNATION.** In an effort to ensure proper construction of the USIA facilities in accordance with latest construction criteria, directions and instructions governing land utilization, safety, and facilities, USIA hereby designates DA as its construction surveillance agent. To accomplish its duties under this MOA, the DA has designated the U.S. Army Corps of Engineers (Corps) to provide the services requested by USIA. The Corps is authorized to:

a. Conduct construction surveillance and testing services as provided in paragraph 4, and;

b. provide other special construction services when requested by USIA including inspection, testing or coordination.

4. **OBLIGATIONS OF THE PARTIES.**

a. USIA agrees that it shall:

(1) Be solely responsible for the selection of the Architect and Engineering Contractor and the Construction Contractor for the design and construction of the facilities.

(2) Conduct all the negotiations associated with the award of the Architect and Engineer Contract and the Construction Contract.

(3) Be solely responsible for all design and construction contract change orders, claims and/or disputes.

(4) Provide DA, specifically the Corps, funding in advance of the work performed as described in the funding paragraph below.

(5) Advise the design and construction contractors of the Corps Field Operating Activity (FOA) designated as construction surveillance agent for each project. In this connection, USIA will enlist the cooperation of the contractors, particularly their foremen and/or supervisors and other field personnel, in carrying out all necessary construction surveillance and testing of construction materials.

(6) Forward to the Corps one (1) set of confirmed contract drawings, specifications and any amendments thereto required for construction of each facility.

(7) Advise each construction contractor that a pre-construction conference will be convened by the Corps for work at each facility to discuss regulations, directives and instructions pertinent to the contractor's operation. The pre-construction conference will also address assistance the Corps will provide for successful and proper execution of the work.

(8) Require contractor to submit shop drawings for any construction aspect to be determined by, and upon request of, the Corps during the course of construction.

(9) Be responsible for inspection and acceptance of the work.

(10) Appoint, in writing, a USIA representative for each project who shall be the point of contact for Corps and who shall have authority to act for the USIA.

(11) Remain liable for all enforcement and administrative actions under its contract with the Architect and Engineering Contractor and the Construction Contractor and for resolving all disputes under that contract.

b. DA agrees that it shall:

Under administrative control of the appropriate Corps FOA, provide on-site construction surveillance and testing services. In general such services shall include:

(1) Periodic site observation of construction to determine compliance with plans and specifications, and quality of work and workmanship. This periodic service will consist of site visits by a general inspector. Services of other craft technicians will be provided as necessary. The frequency of site visits will be as agreed to between USIA and the FOA.

(2) Checking results of laboratory tests and analysis of materials where inferior construction or material has been discovered or is suspected.

(3) Detection, recognition and recommendations for resolution (or assistance therein) of obstructions to satisfactory progress of construction when requested.

(4) Reporting information to USIA, after each site visit, concerning work progress, status of construction, and deficiencies and recommended solutions.

(5) Accompanying USIA personnel to perform the final acceptance inspection of the work.

(6) Assist in determining work completion status for the purpose of contractor requested progress payments.

5. FUNDING.

a. USIA agrees to transfer funds to the appropriate Corps FOA in advance of any Corps work performed, an estimated amount equivalent to 2.5 percent of the basic construction contract price plus the estimated cost of travel and per diem associated with Corps site visits. The total funds required per project will be agreed to between USIA and the FOA prior to initiation of construction surveillance. The designated Corps FOA shall be entitled to expend these funds in payment for services rendered under this MOA. The Corps FOA shall not incur charges beyond the amount transferred by USIA without prior approval and subsequent transfer of additional funds.

b. Funding transfers will be accomplished by SF-1151, Non-expenditure Transfer in accordance with Treasury Financial Manual, Volume I, Section 2060, and OMB Circular A-34, paragraph 81.2b.

c. The accounting system and regulations of the Corps will be used for accounting and allocation of costs. Corps will provide an accounting on completion of all efforts associated with a specific scope of work.

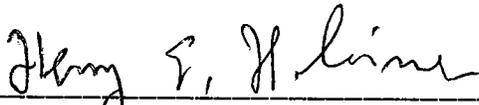
d. DA agrees to transfer to USIA any residual funds in DA accounts upon termination or completion of work executed pursuant to this MOA.

6. AMENDMENT AND TERMINATION. This MOA may be modified or amended by written agreement between USIA and DA. The MOA may be terminated by either party after giving 30-days' written notice.

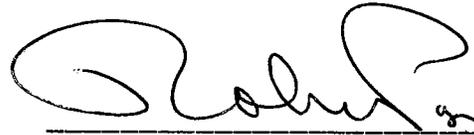
This Memorandum of Agreement is effective as of the date of the last signature hereto, each signatory acting as authorized representative of his respective agency.

UNITED STATES INFORMATION AGENCY

DEPARTMENT OF THE ARMY



Henry W. Hockeimer
Associate Director
for Management



Robert W. Page
Assistant Secretary of the Army
(Civil Works)

MAY 31 1989

**United States
Information
Agency**

Washington, D.C. 20547



June 2, 1989

U.S. Army Corps of Engineers,
Office of the Chief of Engineers,
20 Massachusetts Ave., N.W.
Washington, DC 20314-1000

ATTENTION: Mr. Jim Rausch
Directorate of Civil Works (CECW-RI)

SUBJECT: Memorandum of Agreement for
Construction Surveillance of
Security Upgrade Projects at
USIA Facilities

Gentlemen:

Enclosed for your file is the executed Memorandum of Agreement (MOA) between the Department of the Army and the United States Information Agency for the above captioned subject.

I am pleased that your professional services are available, and look forward to working with your staff.

Sincerely yours,



Leslie M. Nolan
Chief
Overseas Support Division
Office of Security

Enclosure: As stated