



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

*Transportation*

800 Independence Ave., S.W.  
Washington, D.C. 20591

*Oct 93 Rec'd*

INTERAGENCY AGREEMENT DTFA01-93-Z-20514

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION

AND THE

U.S. ARMY CORPS OF ENGINEERS

TABLE OF CONTENTS

	<u>PAGE</u>
TABLE OF ACRONYMS . . . . .	iii
ARTICLE I. PURPOSE . . . . .	-1
ARTICLE II. STATEMENT OF WORK . . . . .	1
A. MANAGEMENT PLAN . . . . .	2
B. TASK ASSIGNMENT PROCEDURES . . . . .	2
C. RESPONSIBILITIES . . . . .	2
C.1. U.S. ARMY CORPS OF ENGINEERS (USACE) . . . . .	2
C.2. U.S. ARMY CONSTRUCTION ENGINEERING RESEARCH LABORATORY (CERL) . . . . .	4
C.3. FEDERAL AVIATION ADMINISTRATION (FAA) . . . . .	5
ARTICLE III. DELIVERY OR PERFORMANCE PERIOD . . . . .	6
ARTICLE IV. AUTHORITY CONTRACTING OFFICE/TECHNICAL OFFICER AUTHORITY . . . . .	6
A. FAA CONTRACTING OFFICER . . . . .	6
B. FAA TECHNICAL OFFICER . . . . .	6
ARTICLE V. POINTS OF CONTACT . . . . .	6
A. CONTRACT ADMINISTRATION . . . . .	6
B. ACCOUNTS PAYABLE . . . . .	7
C. TECHNICAL OFFICERS . . . . .	7
ARTICLE VI. PROTECTION OF INFORMATION . . . . .	8
ARTICLE VII. CHANGES, INTERPRETATIONS OR MODIFICATIONS . . . . .	8
ARTICLE VIII. TERMINATION . . . . .	9
ARTICLE IX. FUNDING AND PAYMENT . . . . .	9
ARTICLE X. LEGAL AUTHORITY . . . . .	10
ARTICLE XI. DISPUTES . . . . .	11
ARTICLE XII. REVIEW OF CONTRACTS AND CONTRACT MODIFICATIONS . . . . .	11
ARTICLE XIII. PROVISION OF ASSISTANCE . . . . .	11
ARTICLE XIV. APPLICABLE LAWS AND REGULATIONS . . . . .	11
ARTICLE XV. ENFORCEMENT . . . . .	11
ARTICLE XVI. ROLE OF ATTORNEYS . . . . .	11
ARTICLE XVII. CONTRACT CLAIMS AND APPEALS . . . . .	12

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE XVIII. LIABILITY . . . . .	12
ARTICLE XIX. ENVIRONMENTAL LITIGATION . . . . .	13
ARTICLE XX. OFFICIALS NOT TO BENEFIT . . . . .	13
ARTICLE XXI. COVENANT AGAINST CONTINGENT FEES . . . . .	13
ARTICLE XXII. CONFIDENTIALITY . . . . .	13
ARTICLE XXIII. EFFECTIVE DATE . . . . .	13
ARTICLE XXIV. AGREED . . . . .	14
APPENDIX 1 MEMORANDUM OF AGREEMENT	

## TABLE OF ACRONYMS

CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CERL	U.S. Army Construction Engineering Research Laboratory
CIP	Capital Investment Plan
COTR	Contracting Officers Technical Representative
DA	Department of the Army
DOT	Department of Transportation
ECAS	Environmental Compliance Assessment Support
ENG BCA	Corps of Engineers Board of Contractor Appeals
FAA	Federal Aviation Administration
FST	Fuel Storage Tank
HTRW	Hazardous, Toxic and Radiological Waste
HQSACE	Headquarters U.S. Army Corps of Engineers
IA	Interagency Agreement
IMP	Implementation Management Plan
MOA	Memorandum of Agreement
OSHA	Occupational Safety & Health Administration
RCRA	Resource Conservation and Recovery Act
SEB	Source Evaluation Board
SF	Standard Form
TAR	Transportation Acquisition Regulation
TBD	To Be Determined
USACE	U.S. Army Corps of Engineers



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**ARTICLE I. PURPOSE**

The U.S. Army and the Department of Transportation (DOT), Federal Aviation Administration (FAA), executed a Memorandum of Agreement (MOA) dated August 29, 1986, attached hereto as Appendix 1, authorizing the U.S. Army Corps of Engineers (USACE) to provide design and construction services as required by the FAA. The MOA allows the FAA and the USACE to enter into interagency agreements to accomplish design and construction services. By providing these services, the U.S. Army Corps of Engineers supports the civilian and national defense mission of the Federal Aviation Administration in the implementation of the National Airspace System modernization projects in the Capital Investment Plan (CIP).

The purpose of this Interagency Agreement (IA) is to supplement the MOA by (1) defining the roles and responsibilities of the U.S. Army Corps of Engineers (hereinafter referred to as USACE), and the Federal Aviation Administration (hereinafter referred to as FAA), relative to the provision by the USACE to the FAA, of design, construction, and related environmental, occupational health and safety services as required by the FAA, and (2) to assure that appropriate procedures are in place to provide quality products and services to the FAA, in a cost effective and timely manner.

**ARTICLE II. STATEMENT OF WORK**

The USACE shall provide to the FAA planning, design, engineering, construction, program and project management services and related environmental, health and safety services as required by the FAA. The USACE shall furnish all personnel, materials and services necessary for environmental compliance assessments, Fuel Storage Tank (FST) removal/disposal and replacement, hazardous materials/waste management, occupational, health and safety inspections, and such other additional services as may be determined to be required by the FAA, at the various

Locations determined by the FAA. These services shall be provided in accordance with the tasking procedures outlined in Article II.B.

For the purposes of this IA, the services to be provided by the USACE will apply to the entire geographical areas of the nine (9) FAA Regions and the two (2) FAA Centers.

**A. MANAGEMENT PLAN:**

An IA Implementation Management Plan (IMP) will be developed jointly by USACE and the FAA and executed within 60 days after signing the IA, and updated jointly, thereafter, as required. The IMP will specify Agency's responsibilities, identify the FAA Region and Center Program Managers as discussed in Article V.C.1.a., identify USACE points of contact, and provide guidance to USACE and FAA organizations relative to the provision by the USACE to the FAA of design, construction, and related environmental, occupational, health and safety services, as required by the FAA. Upon completion, the IMP will be incorporated under a separate contractual document as a modification to the IA.

**B. TASK ASSIGNMENT PROCEDURES:**

B.1. Headquarters U.S. Army Corps of Engineers (HQUSACE) Division will assign a specific USACE Hazardous, Toxic and Radiological Waste (HTRW) Design District or Environmental Compliance Assessment Support (ECAS) District to service specific FAA Regions and Centers as specified in the IMP.

B.2. The FAA National Program Manager will develop requirements to task HQUSACE for the performance of activities included in this IA.

B.3. The responsible USACE Division or District will perform assigned tasks in coordination with the appropriate FAA Region or Center Program Manager.

B.4. The responsible USACE Division or Districts agree to respond in an advisory consulting capacity to environmental emergencies as identified by FAA Region and Center Program Managers with the stipulation that funds will be available not to exceed \$10,000 for each emergency. Any requirement for additional funds must receive the prior approval of the FAA National Program Manager, who will promptly notify the FAA Contracting Officer.

**C. RESPONSIBILITIES:**

**C.1. U.S. ARMY CORPS OF ENGINEERS (USACE):**

USACE responsibilities may include planning, engineering, construction, and program and project management services associated with but not limited to the following general tasks:

- a. Environmental Compliance Assessments.
  - (a) Environmental compliance assessments (audits) or baseline studies.
  - (b) Phase I, II, and III risk assessments under the FAA Environmental Due Diligence Program.
  - (c) Developing remedial action plans.
  - (d) Executing Rapid/Immediate Response projects.
  - (e) Environmental management program development.
  - (f) Multidisciplinary environmental planning.
- b. FST removal/disposal and replacement.
  - (a) All services required to remove/dispose and replace FST's in full compliance with federal, state, and local regulations as may be applicable.
  - (b) All documentation relative to FST removal/disposal and replacement.
  - (c) Soil and groundwater investigations and sampling.
  - (d) Laboratory testing and analysis of soil, water, hazardous material, and other materials.
- c. Hazardous materials/waste management.
  - (a) Initial site surveys to include preliminary assessments and site inspections.
  - (b) Remedial investigation
  - (c) Feasibility studies.
  - (d) Removals and interim response actions.
  - (e) Remedial design.
  - (f) Remedial action.
  - (g) Post closure monitoring.
  - (h) Risk management and assessment.
- d. Safety inspections.
  - (a) OSHA/life safety inspections.
  - (b) Remedial design.
  - (c) Remedial actions.
  - (d) Abatement actions.
- e. Any other services in the subject area of this IA mutually agreed upon by the FAA and USACE.

Completion of each region or center task assignment will be documented and submitted to the FAA Headquarters, and Region or Center Program Manager, and the HQUSACE Program Manager within 60 days of task completion. The documentation will include, but is not limited to, closure reports, disposal reports, laboratory analyses and other certificates, documents and data pertinent to the work involved in the task assignment.

Support will be provided to FAA through a combination of contract and in-house effort. Unless otherwise required by law, all contract work undertaken by the USACE shall be performed in accordance with Department of the Army (DA) procurement policies and procedures.

The USACE shall establish and maintain records and receipts of all expenditures in support of all funds expended on behalf of the FAA in the performance of design, construction, and related environmental, occupational, health and safety services required by the FAA. Records shall be maintained in sufficient detail to permit the identification of the nature of all expenditures made by the USACE. These records shall be made available by the USACE for review upon request by the FAA.

The USACE DIVISION or DISTRICTS responsible for the execution of task assignments will report project management data (e.g. task status, cost, schedule, issues, etc.) on a monthly basis to the FAA National, appropriate FAA Region or Center, HQUSACE Program Managers, and the FAA Contracting Officer.

The HQUSACE shall provide to the FAA National Program Manager on a monthly basis, financial reports on all funds received, obligated and expended. These financial reports shall identify all financial activities on the basis of the Accounting and Appropriation Codes provided by the FAA.

Upon written request, USACE will also provide briefings, in writing or through the U.S. Army Corps of Engineers Standard Reporting system. These reports will include management information and monitor scheduled activities. These reports will provide data to support FAA planning and budget activities.

Following financial closeout of HQUSACE activities under this IA, and to the extent legally permissible, all documents will be turned over to FAA for their maintenance of records.

#### **C.2. U.S. ARMY CONSTRUCTION ENGINEERING RESEARCH LABORATORY (CERL):**

Responsibilities include:

1. Establishing a national repository and acting as focal point for all environmental and safety data generated by the USACE in connection with all activities performed by the USACE under this IA or others as directed by the FAA.
2. Establishing and maintaining a database for the analysis and management of all environmental and safety data generated by the USACE in connection with all activities performed by the USACE under this IA or others as directed by the FAA.

3. Developing and updating the environmental compliance assessment and, occupational, health and safety program protocol.

### **C.3. FEDERAL AVIATION ADMINISTRATION (FAA):**

Program Definition and Implementation: FAA is responsible for overall management and implementation of the programs included in this IA. The responsibilities include, but are not limited to, definition of the program scope, development of annual workplans, establishment of priorities, and the development of guidance for program implementation.

Tasking and Guidance: FAA is responsible for determining the specific services to be acquired from the USACE. The FAA will provide the HQUSACE with an annual workplan and 3 year work projection of task assignments concerning the programs included in this IA.

#### **C.3.A. FAA NATIONAL PROGRAM MANAGER:**

The FAA National Program Manager interacts with the HQUSACE Program Manager and the FAA Region and Center Program Managers in the development, maintenance and management of the FAA annual workplan and 3 year projection for the design, construction, and related environmental and safety services as required by the FAA. The FAA National Program Manager ensures that adequate funds are requested through the budgetary process to execute the annual workplan. The FAA National Program Manager will provide to HQUSACE a consolidation of total FAA requirements to establish the basis for tasking and funding the USACE. The FAA National Program Manager provides technical guidance and oversight to the FAA Region and Center Program Managers and programmatic guidance to the HQUSACE Program Manager.

#### **C.3.B. FAA REGION AND CENTER PROGRAM MANAGERS:**

Region and Center Program Managers are responsible for developing, maintaining and managing the region and center annual workplans and the three (3) year projections. Region and Center Program Managers will coordinate the tasking activities of the executing USACE agency designated in the IMP with FAA facilities and interact with the USACE through the FAA National Program Manager on any technical or programmatic issues encountered and not resolved between the Region and Center Program Managers and the executing USACE agency. During the conduct of environmental compliance assessments, and occupational, health and safety inspections, FAA Region and Center Program Managers are responsible for entry and exit briefings, monitoring assessments of facilities, reviewing and providing concurrence on findings, receiving final reports and taking follow-on action as required.

**ARTICLE III. DELIVERY OR PERFORMANCE PERIOD**

A. The period of performance for this IA shall be from the date of signature by both parties through September 30, 1998.

B. Each individual task assignment shall indicate a period of performance and shall expire in accordance with that date.

**ARTICLE IV. AUTHORITY CONTRACTING OFFICE/TECHNICAL OFFICER AUTHORITY**

**A. FAA CONTRACTING OFFICER**

Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the IA; (2) modify or extend the IA period of performance; (3) obligate funding; and (4) otherwise change any terms and conditions of this contract.

The FAA Contracting Officer is:

Constance Brown, ASU-340C  
800 Independence Avenue, S.W.  
Washington, D.C. 20591  
Telephone: (202) 267-3634  
Fax: (202) 267-5149

The Contract Specialist is:

Kimberley Branch, ASU-340C  
800 Independence Avenue, S.W.  
Washington, D.C. 20591  
Telephone: (202) 267-8595  
Fax: (202) 267-5149

**B. FAA TECHNICAL OFFICER**

The FAA Technical Officer identified in Article V below is responsible for the technical administration of this agreement and technical liaison with USACE. The FAA Technical Officer is not authorized to change the scope of work, to make any commitments or otherwise obligate the FAA or authorize any changes which effect the estimated cost, period of performance or other terms and conditions of this IA.

**ARTICLE V. POINTS OF CONTACT**

**A. CONTRACT ADMINISTRATION**

All correspondence regarding FAA contract administration should be addressed to: Federal Aviation Administration, Contract Specialist, ASU-340C, 800 Independence Avenue, S.W., Washington, D.C. 20591.

**B. ACCOUNTS PAYABLE:**

Contract and Miscellaneous Section, AAA-222  
Federal Aviation Administration  
800 Independence Avenue, S.W.  
Washington, D.C. 20591

**C. TECHNICAL OFFICERS:**

The FAA Technical Officer/National Program Manager as identified in ARTICLE IV.B. is responsible for consistent and effective communications between U.S. ARMY CORPS OF ENGINEERS and FAA.

1. The FAA National Program Manager is:

Steven P. Brandon  
Hazardous Materials Staff, ANS-204  
Federal Aviation Administration  
800 Independence Avenue, S.W.  
Washington, DC 20591  
Telephone: (202) 267-8586  
Fax: (202) 267-5784

- a. The FAA Region and Center Program Managers will be identified in the Management Plan as discussed in Article II.A.
2. The Headquarters U.S. ARMY CORPS OF ENGINEERS Points of Contact are as follows:
  - a. Major Katherine Woodward  
Environmental Restoration Division  
Attn: CEMP-RO  
20 Massachusetts Avenue, N.W.  
Washington, DC 20314-1000  
Telephone: (202) 504-5145  
Fax: (202) 504-4032
  - b. Jack Mahon, Attorney at Law  
Legal  
HQUSACE  
Washington, DC 20314  
Telephone: (202) 272-0021
  - c. Bruce A. Smith  
Finance (Accountant)  
Environmental Restoration Division  
Attn: CEMP-RA  
20 Massachusetts Avenue, N.W.  
Washington, DC 20314-1000  
Telephone: (202) 504-4876

**ARTICLE VI. PROTECTION OF INFORMATION**

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this IA.

A. The HQUSACE agrees to consult with the FAA's legal counsel prior to the public release of correspondence, documents, and other data and information developed pursuant to this IA, and to withhold such documents, data, and information from public disclosure to the extent permitted by law. In the event that the HQUSACE tentatively determines to release a document over the FAA's objection, no public release will be made until the FAA Chief Counsel and the HQUSACE confer.

B. The HQUSACE will take the necessary steps to assure that HQUSACE contractors participating in projects under this IA are directed that all documents and information relating to their work on projects, either furnished to them by the HQUSACE or developed by them during the course of contract performance, shall be used only for the purpose of performing work on projects under this IA, shall not be publicly disclosed, and shall be turned over to the HQUSACE upon the completion of work on projects under this IA. The Contractors shall not retain, in any form, copies of such documents or information.

C. Justification and explanation of any FAA environmental restoration work related to this IA, before Congress and the Executive Branch, shall be the responsibility of FAA. HQUSACE may assist FAA in responding to FAA higher authorities and Congressional inquiries relating to HQUSACE activities by preparing and furnishing FAA draft responses for review and final disposition.

D. FAA will retain responsibility for public announcements. Prior to public announcements pertaining to services related to this IA, FAA will coordinate with HQUSACE to assure full HQUSACE support on technical issues. HQUSACE shall assist the FAA, upon request, regarding information needed to respond to Congressional as well as Executive Branch inquiries regarding contracts entered into by HQUSACE in support of this IA. HQUSACE will make public announcements and respond to all inquiries relating to their procurement and contract award and administration process.

**ARTICLE VII. CHANGES, INTERPRETATIONS OR MODIFICATIONS**

Changes and/or modifications shall be made in writing and signed by the FAA Contracting Officer. Modifications shall cite the IA number and shall set forth in detail, the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement. All requests for interpretation or modification of this IA shall be submitted in writing to the FAA Contracting Officer. All changes or modifications submitted by the HQUSACE shall be submitted at least 30 days in advance.

**ARTICLE VIII. TERMINATION**

Either the HQUSACE or FAA may terminate this IA by providing 120 calendar days notice. The termination shall be in writing and signed by a warranted FAA Contracting Officer when the FAA is the withdrawing party. The FAA Contracting Officer shall be notified in writing if the USACE is the withdrawing party. In the event of termination, HQUSACE and FAA shall consult with each other concerning all claims for termination costs; however the FAA, shall continue to be responsible for all costs incurred by the United States up to the time of requested termination under this IA, provided such costs do not arise out of liability for actions of the HQUSACE employees, consultants, contractors and their subcontractors which were not approved by the FAA Contracting Officer, or the willful misconduct of its employees, agents, or contractors. Upon expiration or termination of this IA, HQUSACE shall refund any portion of funds which have been advanced by the FAA, but not expended in connection with the work specified herein.

**ARTICLE IX. FUNDING AND PAYMENT**

A. Headquarters FAA will provide funding for all costs associated with the design, construction, and related environmental and safety-services as required by the FAA. Funds will be transferred directly from Headquarters FAA to HQUSACE on a fiscal year basis beginning with the effective date of this agreement and every fiscal year thereafter until this IA is terminated. HQUSACE will transfer funds to its responsible executing USACE Agency as required to complete tasks as directed by the FAA.

B. The FAA shall provide initial funds in the amount of \$650,000.00 for obligation chargeable to the following Accounting and Appropriation Codes:

W/582A.0/E020/2B2600/9820-0-502/2591	\$ 21,153.00.
W/582A.0/E020/2E0200/9822-0-618/2591	\$ 28,847.00.
W/482A.0/6320/980/9810-0-802/2591	<u>\$600,000.00.</u>
TOTAL	\$650,000.00

The FAA shall fund all costs for assistance under this IA, as projected in each tasking assignment. The FAA shall reimburse the USACE for supplies and/or services furnished under this agreement upon submission of a properly executed Standard Form 1080 (SF 1080), Voucher for Transfers between Appropriations and/or Funds. The SF 1080 shall be submitted in an original and two copies to:

Federal Aviation Administration  
Contracts and Miscellaneous Section, AAA-222  
800 Independence Avenue, S.W.  
Washington, D.C. 20591.

Funding shall be transferred via check to HQUSACE, Washington, D.C. The SF-1080 shall indicate "REIMBURSEMENT PAYMENT", Name and Address of Agency requiring payment of funds.

C. The estimated cost to perform specific tasks will be identified by the USACE and furnished to the FAA in advance of performing such tasks. If the actual cost to perform a specific task by the USACE is estimated to exceed the amount of funds available, the HQUSACE shall promptly notify the FAA Contracting Officer and the National Program Manager of the amount of the additional funding necessary to complete the task. The National Program Manager and the FAA Contracting Officer shall either provide the additional funds necessary to complete the task to HQUSACE, or require that the scope of the assistance be limited to that which can be accomplished by available funds, or direct termination of the project.

D. Within 120 days of completing a task, the USACE shall conduct a final accounting to determine the actual cost of the support provided. Subject to reservation of funds required to cover pending claims, the USACE shall report any funds advanced by the Headquarters FAA in excess of actual costs within 120 days of the final accounting.

E. FUNDING PROFILE:

1. The total value for the period of performance of this IA as established in Article III is \$70,000,000.
2. The total funding authorized under this IA is \$650,000 as established in Article IX.
3. The estimates of required incremental funding of this agreement are as follows:

FY 1994	\$15,000,000
FY 1995	\$15,000,000
FY 1996	\$15,000,000
FY 1997	\$15,000,000
FY 1998	<u>\$10,000,000</u>

TOTAL FUNDING \$70,000,000

**ARTICLE X. LEGAL AUTHORITY**

This IA with the U.S. ARMY CORPS OF ENGINEERS, is executed pursuant to the Economy Act of 1932, (31 USC 1535) as implemented by the Federal Acquisition Regulation (FAR) 17.503.

**ARTICLE XI. DISPUTES**

The parties agree that in the event of a dispute between FAA and HQUSACE under this IA, and to the extent that a dispute concerns the administration of funds provided by the FAA to the HQUSACE, or laws and/or regulations specifically applicable to the FAA, the FAA Contracting Officer shall make the final decision. The final decision on the handling of other contractual matters will not be issued without the concurrence of the FAA Contracting Officer.

**ARTICLE XII. REVIEW OF CONTRACTS AND CONTRACT MODIFICATIONS**

Where USACE is required to increase the scope of work of its other contracts in order to satisfy an FAA requirement, USACE agrees to provide copies of the proposed contract modifications to the FAA Contracting Officer for review prior to execution of the modification.

**ARTICLE XIII. PROVISION OF ASSISTANCE**

Nothing in this IA is intended to affect ongoing arrangements between the FAA and the USACE. Nothing in this IA can be or should be construed to require FAA to use the services of the USACE, or to require the U.S. Army Corps of Engineers, to accept assignments from the FAA.

**ARTICLE XIV. APPLICABLE LAWS AND REGULATIONS**

A. The USACE shall furnish all assistance under this IA in accordance with applicable procurement laws and regulations. Unless otherwise required by law, all contract work undertaken by the USACE shall be performed in accordance with USACE procurement and claims policies and procedures, and USACE will be solely responsible for contract award and contract administration.

B. Nothing in this IA relieves any consultant contractor, subcontractor, or other party, from any obligations imposed upon them by law, FAA regulations, and other applicable procurement requirements.

**ARTICLE XV. ENFORCEMENT**

The failure of either party to insist upon strict performance of a particular term or condition of this IA or its failure to exercise any right provided by law shall not be deemed a waiver of such terms or right. The illegality or unenforceability of any provision of this IA shall not impair or invalidate the other provisions of this IA.

**ARTICLE XVI. ROLE OF ATTORNEYS**

A. Generally, the attorneys of the purchasing agency should act as legal advisor to the Contracting Officer and be a member of the Source Evaluation Board (SEB) or that agency's equivalent body. In the event that the FAA chooses for any reason, the FAA attorneys may take an

active role in the acquisition process and become a full member of any board or committee established for that procurement.

B. In all cases the Office of the Chief Counsel (AGC-500) attorney shall be a member of the FAA program managers matrix team (if applicable) and shall review and advise appropriate parties concerning all actions required by FAA letter or its implementing orders.

C. In the event of litigation arising out of the acquisition, FAA attorneys shall lead the litigation, except when it expressly reaches some other arrangement.

#### **ARTICLE XVII. CONTRACT CLAIMS AND APPEALS**

All claims submitted by contractors arising under or relating to contracts awarded by the USACE and its Districts shall be resolved in accordance with United States law and the terms of the individual contract. The USACE and its individual Districts have dispute resolution authority for these claims. Any contracting officer's final decision pursuant to such a claim may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 USC 601-613). The Corps of Engineers Board of Contractor Appeals (ENG BCA) is designated as the appropriate board of contract appeals.

In lieu of appealing to the ENG BCA the contractor may bring an action directly to the United States Claims Court. The responsible USACE Districts shall be responsible for litigating all such appeals. The responsible USACE Districts shall consult with the FAA regarding any settlement negotiations. The HQUSACE shall notify FAA of Claims or appeals and shall submit requests to FAA for funds to cover such claims or appeals. FAA shall promptly provide funds for payment of meritorious claims and appeals and for the administrative costs for processing all other claims and appeals. The FAA shall not be held liable for actions of USACE employees that were not previously coordinated with the FAA.

#### **ARTICLE XVIII. LIABILITY**

If liability of any kind is imposed on the United States relating to the Department of the Army assistance or services under this IA, the Department of the Army will accept accountability for its actions, but the FAA shall remain responsible as the project proponent for seeking any appropriations and providing such funds, in accordance with ARTICLE IX. FUNDING AND PAYMENT, as necessary to discharge this liability. The USACE shall notify the FAA as promptly as possible of any potential liability of which it is aware that may impose responsibility on the FAA under this provision.

**ARTICLE XIX. ENVIRONMENTAL LITIGATION**

FAA shall provide legal support and funding for any litigation which may arise under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA) or other pertinent statutes or regulations, except that the USACE shall provide legal support for any contracts awarded or administered by the responsible USACE executing agency under the terms of this IA.

**ARTICLE XX. OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or other elected official shall be admitted to any share or part of this IA, or to any benefit that may arise therefrom.

**ARTICLE XXI. COVENANT AGAINST CONTINGENT FEES**

FAA warrants that no person or selling agency has been employed or retained to solicit or secure this IA upon agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by FAA for the purpose of securing business. For violation of this warranty, HQUSACE shall have the right to annul this IA without liability, or in its discretion, to add to the IA or consideration or otherwise recover, the full amount of such commission, percentage, or contingent fee.

**ARTICLE XXII. CONFIDENTIALITY**

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. HQUSACE and its responsible districts will verify any and all project related results and technical details prior to release of information to the public by FAA related to work under this IA.

**ARTICLE XXIII. EFFECTIVE DATE**

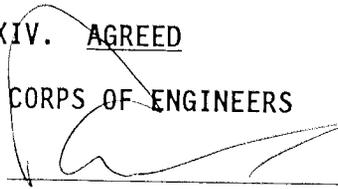
This IA shall become effective upon signature by the designated FAA and HQUSACE officials.

ARTICLE XXIV. AGREED

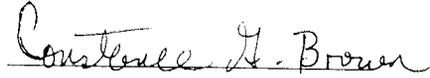
U.S. ARMY CORPS OF ENGINEERS

FEDERAL AVIATION ADMINISTRATION

/s/



/s/



NAME: Pat M. Stevens IV

NAME: Constance G. Brown

TITLE: Major General

TITLE: Contracting Officer

DATE: 18 OCT 93

DATE: 22 September 93

U.S. ARMY CORPS OF ENGINEERS AND ALL PARTIES TO THIS AGREEMENT WILL ASSURE THAT THEIR EMPLOYEES COMPLY WITH THE PROCUREMENT INTEGRITY PROVISIONS OF THE FEDERAL PROCUREMENT POLICY ACT (41 USC 423) AND EXECUTIVE ORDER 12674 PERTAINING TO ETHICS AND PROHIBITED PRACTICES.