



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
WASHINGTON, DC 20310-0103

26 AUG 1985

Honorable Donald E. Engen
Administrator
Federal Aviation Administration
800 Independence Ave. S.W.
Washington, DC 20591

Dear Mr. Engen:

I am pleased to forward to you the attached signed Memorandum of Agreement (MOA) which permits the Army Corps of Engineers to provide you with design and construction support on your National Airspace System Plan. The MOA is the result of discussions between representatives of the Corps and Federal Aviation Administration (FAA) that were initiated with the letter MG John F. Wall sent you June 6, 1985. It is my feeling that Corps support to other Federal agencies on projects such as this is good for all concerned.

The MOA permits FAA Regional Offices and Corps Division Offices to execute interagency agreements and task orders on a voluntary basis. Because of this, we cannot quantify the level of support that cumulatively may be requested of the Corps for this effort. The MOA states that FAA is not required to transfer any Office of Management and Budget (OMB) authorized ceiling positions to the Corps. The Corps is prepared to accommodate a moderate level of support within its existing manpower constraints, and we are committed to help you in the successful accomplishment of this project.

Sincerely,

SIGNED

Robert K. Dawson
Assistant Secretary of the Army
(Civil Works)

CF: SACW (read, signer, file)
SASG
OCE COMEBACK COPY/DAEN-CWR-W, Rm 7136, Pulaski Bldg

Don Kisicki/DAEN-CWR-W/272-0118
ASA Cr/No: C6081118

MG H. J. Hatch/DAEN-CWZ-A/272-0099

DAEN-CWR-W



DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

29 SEP 1986

DAEN-CWR-W

SUBJECT: Federal Aviation Administration Memorandum of Agreement

SEE DISTRIBUTION

1. Enclosed is a Memorandum of Agreement (MOA) for Corps support to the Federal Aviation Administration (FAA) on its National Airspace System Plan. The plan is a 6 to 8-year major FAA modernization effort with a cost currently estimated at \$11.7 billion. Many of you are familiar with this work and some of you are already working with FAA on some aspects of the program.

2. This is the kind of Support for Others (SFO) activity that benefits our organization. It is mainline engineering and construction and therefore will help maintain and enhance our ability to perform our traditional civil and military missions including mobilization readiness (FAA can be placed under DOD during wartime). The support is consistent with our organization purpose which is responsive, quality engineering service to the Nation in peace and war. The MOA provides for the Corps to have contracting officer authority permitting us to use all necessary technical skills and review procedures to provide FAA a quality product.

3. The MOA provides you the option to support FAA and to enter into agreements at the regional level without further approval from HQUSACE. We strongly encourage you to enter into such agreements, and to work with your FAA counterparts in the field to build the foundation for a strong working relationship of mutual cooperation and commitment.

4. We have considered the method for resourcing the manpower requirements for this work. As you know (see our 22 August 1986 letter to you with enclosed draft ER), we are proposing changing our current procedure of including all SFO work in the FORCON base to include only certain work approved at HQUSACE. While we are not directing you to support FAA, we believe that this work is important enough that we should help resource your manpower requirement in a joint-venture fashion. We want you to resource your initial work out of your own manpower resources

DAEN-CWR-W

SUBJECT: Federal Aviation Administration Memorandum of Agreement

(by productivity improvements) up to a cumulative total (without regard to time) of 0.5 percent of your division FTE allocation. Once your FAA work exceeds this 0.5 percent threshold, you can request HQUSACE FORCON resourcing for the balance of your FAA work. Ms. Leslie Geiger, (202) 272-0118, can answer your questions regarding manpower resourcing.

5. We are interested in knowing how much work is/is not accepted by your districts so that we can evaluate the manpower requirements for this program. The MOA Reporting System (ER 1165-2-402) will be one mechanism used to monitor the FAA program, so accurate and timely entries are important. In addition, we would like to be informed of any FAA requests made to your organization which you are unable to accept and the reasons why you will be unable to respond with a positive answer. This information will be helpful in HQUSACE and Headquarters FAA periodic program discussions.

FOR THE COMMANDER:



H. J. HATCH
Major General, USA
Director of Civil Works

Encl

CF:

DAEN-ECC-G (Mr. Chambers)

DAEN-CCZ

DAEN-CCC (Mr. Mahon)

DAEN-RMB-E (Mr. Renalds)

DAEN-RMM (Mr. Chronister)

DAEN-CWB (Mr. Loew)

DAEN-REZ-B (Mr. Frankel)

DAEN-ECZ

DAEN-RMZ

DISTRIBUTION:

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8/86

MEMORANDUM OF AGREEMENT

BETWEEN

THE U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

THE U.S. DEPARTMENT OF THE ARMY

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MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND
THE U.S. DEPARTMENT OF THE ARMY

1. INTRODUCTION

a. Background:

The Department of Transportation (DOT), Federal Aviation Administration (FAA) is projecting substantial capital construction programs for several years into the future which may require assistance of the U.S. Army Corps of Engineers (USACE). The USACE finds it consistent with its mobilization readiness mission to assist the FAA in all facets of work involved with design and construction services required by the FAA. Individual agreements between the FAA and the USACE are already being utilized in several areas.

b. Purpose:

This Memorandum of Agreement (MOA) provides a single management umbrella agreement under which individual Interagency Agreements (IA) between the FAA's and the USACE's regional/division organizations may be made. These implementing IA's will provide either for the issuance of Task Order Amendments under the IA or the IA itself may be issued for individual projects, when appropriate. Any IA or Task Order committing the FAA's resources must be signed by an FAA contracting officer.

c. Policy:

To the extent agreed to by the USACE, design and construction related engineering and contracting services will be provided as requested and funded by the FAA. Nothing in this MOA shall be construed to require the FAA to use the services of the USACE nor to require the USACE to accept the assignments of the FAA. However, both agencies expect implementation of this MOA to result in increased design and construction services to be rendered to the FAA by the USACE.

2. MANAGEMENT AND PROGRAM GUIDELINES

a. Policy Management and Review:

Each FAA regional office may propose assignments within established FAA program goals and objectives for the USACE's support and execute an IA or Task Order under an IA with the USACE's assigned division commanders for support. Periodic management, command, or staff visits will be made by the FAA and the USACE to provide review and guidance for activities being performed under the IA's. Appendix A shows the contemplated geographical alignments for the initial points of contact for the FAA and the USACE under this MOA. Other alignments may be designated in writing by mutual agreement of the FAA's and the USACE's headquarters.

b. Guidelines:

(1) Interagency Agreements:

The IA's shall provide for assignment of finite projects and contracting officer authority, if feasible, in order to allow the USACE to act as the FAA's design/contracting agent. Major IA's (i.e., estimated cost in excess of \$100,000) and small value IA's (i.e., estimated cost of \$100,000 or less) entered into subsequent to the effective date of this MOA will be consistent with the provisions of this MOA. The IA's shall provide a well-defined statement of work for the projects and may include, but are not limited to, the following: (i) design, review of design, and design management services, (ii) real estate services, (iii) solicitation and award of construction contracts, (iv) construction management, (v) construction inspection, (vi) construction related testing, and (vii) other services such as development of conceptual designs and design criteria, engineering studies, archaeological surveys, construction impacts, and environmental studies.

(2) Negotiating the IA:

Each FAA regional office will identify its needs for the USACE's services and the FAA's contracting officer will initiate the negotiation of an IA by notifying the responsible division commander. The FAA regional office will be responsible for preparing a draft IA. The IA will set forth the services to be accomplished under the IA. The USACE division commander will propose an organization to be dedicated to the FAA's regional effort. This proposed organization will have time-phased manning levels corresponding to the work requirements of the construction program or other work. An estimate for the direct and indirect costs of the organization will be developed and submitted to the FAA.

(3) Task Orders

Major IA's would normally provide for the issuance of task orders. The task orders may be issued periodically during the IA's period of performance and will more specifically describe the services to be performed by the USACE. These task orders, once signed by the FAA's contracting officer and accepted by the servicing supporting USACE Division Commander, obligate USACE to perform specified services. The IA's may provide for issuance of an annual or periodic design and construction support services (general management and administrative activities) task order.

c. Program Funding:

(1) IA Financing:

All costs associated with implementation of this agreement will be included in the IA's or task orders. All work authorized and performed under the IA's or subsequent task orders will be funded by the FAA. The issuance of IA's and task orders will be dependent on the availability of funds. For the work under major IA's, funding transfers will be accomplished by SF-1151, Nonexpenditure Transfer Authorization, pursuant to the Treasury Fiscal Requirement Manual, volume I, section 2060, and OMB Circular A-34, paragraph 81.2b. This method of transfer provides the FAA and the USACE control via the option to preclude transfers which might be inconsistent with the FAA's program objectives or the USACE's field operating capabilities. For work under small value IA's, SF 1080 shall be utilized to bill costs to the FAA on a monthly basis. The USACE's accounting system and regulations will be used for accounting and allocation of costs.

(2) Excess Funds:

Upon termination or completion of an IA or task order executed pursuant to this MOA, any residual funds in the USACE's accounts shall be transferred to the FAA following financial closure of any USACE contract issued thereunder.

d. Management Arrangements:

This MOA provides for direct communication between the FAA regional offices and USACE divisional program officials involved in the management of IA's and Task Orders activities. For each major IA, a project management plan will be drafted by the FAA regional office defining the management responsibilities of the FAA and the appropriate USACE division commander. The Project Management Plan shall be made a part of the IA.

e. Staffing:

Staffing resource requirements will be evaluated and updated periodically at the FAA regional office level, and at USACE's district commander and division commander levels in order to assess what changes, if any, may be required to assure timely performance of forecasted workload requirements. The staffing required to support any work under the IA's and task orders will be provided within the normal USACE authorized staffing ceilings. The FAA shall not be required to transfer any OMB authorized ceiling positions to the USACE.

f. Reports and Documentation:

The USACE divisions will report design and construction management data on a monthly basis to the FAA regional office. Where practical, the Automated Military Progress Reporting System (AMPRS) should be used to provide management data simultaneously to division commanders and the Office of the Chief of Engineers, as well as to the FAA regional offices. Monthly narrative reports will be initiated at the field operating activity level to provide project status information to various management levels. Financial reporting shall include the monthly submission of Standard Form 133, Report on Budget Execution, and such other reports available from the USACE's financial systems as may be requested by the FAA.

3. ADMINISTRATION

a. Procurement:

All work assigned to the USACE shall be performed in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and USACE's policies and procedures descending from these regulations. Management of appeals and claims on contracts awarded by the USACE will be resolved using the USACE Engineer's Board of Contract Appeals. The USACE may provide assistance to the FAA on existing FAA engineering or construction contracts in which case the FAA procedures and policies may continue to apply. Unless otherwise mutually agreed, upon completion of an IA or task order thereunder any property acquired by the USACE on behalf of the FAA shall vest in the FAA.

b. Safety:

Normally, the provisions of EM 385-1-1, USACE Safety and Health Requirements Manual, latest edition, and the General Provision safety clause of the FAR for construction contracts will be incorporated into the USACE's construction contract procurements.

c. Public Information Coordination:

Consistent with the Freedom of Information Act (5 U.S.C. 552), procedures for timely release of information to the public will be specified as appropriate in the IA's. The FAA retains responsibility for Congressional liaison and public announcements. However, the USACE will make public announcements normal to the solicitation and contract award process.

d. Congressional Inquiries:

The USACE shall assist the FAA in responding to Congressional inquiries related to USACE activities by preparing and furnishing to the associated FAA regional offices draft responses for review and final disposition.

e. Amendment and Termination:

This MOA may be modified or amended by written agreement between the FAA and the USACE headquarters. The MOA may be terminated by either party after giving 30-days' written notice. In the event of termination by the FAA, the FAA regional offices shall be responsible for the costs of closing out or transferring of ongoing contracts. The USACE shall retain contract administration responsibilities for contracts awarded by USACE until such contracts have been financially closed.

f. Effective Date:

This MOA shall become effective upon signature by the designated FAA and Department of the Army officials.

U.S. DEPARTMENT OF THE ARMY

/s/ *Robert K. Dawson*

NAME: Robert K. Dawson

TITLE: Assistant Secretary of the Army,
Civil Works

DATE: 26 AUG 1986

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

/s/ *Thomas J. O'Brien*

NAME: Thomas J. O'Brien

TITLE: Acting Director, Program
Engineering and Maintenance Service, APM-1

DATE: Aug 29, 86

APPENDIX A

FAA Regional Offices

New England

Eastern

Southern

Great Lakes

Central

Southwest

Northwest Mountain

Alaska

Western Pacific
(California, Arizona, and Nevada)

Western Pacific
(Hawaii and Pacific Ocean Areas)

USACE Divisions

New England

North Atlantic

South Atlantic

North Central

Missouri River

Southwestern

North Pacific

North Pacific

South Pacific

Pacific Ocean



U.S. Department
of Transportation
**Federal Aviation
Administration**

Memorandum

Subject: INFORMATION: Memorandum of Agreement with the
U.S. Department of the Army

Date: SEP 3 1986

From: Manager, Communications
and Facilities Division, APM-500

Reply to
Attn. of: Swinney: FTS 267-8571

To: Regional Airway Facilities Division Managers

The long awaited United States Army Corps of Engineers (USACE) Memorandum of Agreement has been executed and a copy is attached for your immediate use. The final document allows a very broad range of facility engineering and construction support and is essentially limited only by the willingness and resources of the USACE division offices. Although the agreement matches particular USACE divisions with each FAA regional office, it does not preclude the possibility of obtaining assistance from another division if resources are not available at your designated division.

Please contact Mr. Donald Swinney, APM-520, on FTS 267-8571 if you have any questions concerning the agreement itself or its application.

Lawrence Langwell

Attachment