

PASA
PARTICIPATING AGENCY SERVICE AGREEMENT
 BETWEEN THE AGENCY FOR INTERNATIONAL DEVELOPMENT
 AND
 US ARMY CORPS OF ENGINEERS

1. Initial Starting Date (Mo. Day, Yr.) 05/19/2003	2. Project Completion Date (Mo. Day, Yr.) 12/31/2004	3. Category <input checked="" type="checkbox"/> TDY ASSIGNED	4. Duration of Funding <input checked="" type="checkbox"/> CURRENT YEAR FORWARD FUNDING
5. Project Number and Title Reconstruction Iraq		6. <input checked="" type="checkbox"/> PASA ORIGINAL PASA AMENDMENT	
7. PASA Number 267-P-00-03-00001-00	8. Country/AIDW Office USAID/Iraq	9. Type <input type="checkbox"/> Grant <input type="checkbox"/> Loan <input type="checkbox"/> Country	10. Year FY 03-04

11. FUNDING				
Budget Fiscal Year: 03/04	Benefiting Geo Area: 267			
Appropriation: 723/41037	Object Class:			
B.P.C.: HES30323287KG13	Amount Obligated: \$3,000,000.00			
Strategic Objective: 267-01				
4. FOR PARTICIPATING AGENCY	(1) Initial or Current 0	(2) Change (+ or -) 0	(3) New Total	
3. FOR A.I.D. DIRECT DISBURSEMENT FOR IN COUNTRY SUPPORT	(1) Initial or Current 0	(2) Change (+ or -)	(3) New Total	
2. TOTAL AMOUNT OBLIGATED (Lines B+C)	(1) Initial or Current 0	(2) Change (+ or -)	(3) New Total	
1. PRINCIPAL COST COMPONENTS OF (Block B (3))	(1) Salaries, Differential and Benefits \$7,675,987.00	(2) Transportation including Per Diem 2,097,400.00	(3) Miscellaneous \$8,482,600.00	(4) Overhead 5,743,290.00

12. Statement of Purpose

The purpose of this agency agreement is to have the United States Army Corps of Engineers provide A&E technical services for the USAID's Iraq Reconstruction contract, effective May, 19 2003 through December 31, 2004. The total estimated cost of this agreement is \$23,999,277.00 and the total obligated amount is \$3,000,000.00. All other terms and conditions are stated herewithin.

Note: "This PASA is entered into pursuant to the terms of the Memorandum of Agreement between the Corps and USAID on May 7, 2003 (MOA) and any amended versions of that agreement the parties may choose to execute. The parties intend that this PASA shall be considered an Interagency Agreement (IAA) pursuant to the terms of the MOA. In the event of a conflict between the MOA and this PASA, the provisions of the MOA will govern." Note: The MOA is attached as Appendix D to the PASA.

This agreement is entered into under Section 632(b) of the Foreign Assistance Act of 1961, as amended, 22.U.S.C. Sec. 2392(b) and 10 U.S.C. Sec. 3036(d)(2).

13. GOVERNING PROVISIONS: Pursuant to the General Agreement dated 05/07/2003 between A.I.D and the United States Army Corps of Engineers, the Agency named above agrees to provide the services outlined in Block 12 amplified as needed by Appendix A, unless otherwise authorized by A.I.D., all services shall be of J.S. origin. Any appendices attached hereto are considered part of this PASA.

14. Signatures

<p><i>Mark S. Held</i> for <i>SAD-FEST-M Operations Office</i> NAME <u>Mark S. Held</u> TITLE/OFFICE <u>LTC (P) EN, SAD-FEST-M COMMANDER, Iraq</u> DATE <u>MAY 25 2003</u></p>	<p><i>Casey-Lynn Finnerty</i> NAME <u>Casey-Lynn Finnerty</u> TITLE/OFFICE <u>Contracting Officer</u> DATE <u>MAY 25 2003</u></p>
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15. Appendices	16. Negotiating Officers
<input checked="" type="checkbox"/> APPENDIX A - SCOPE OF WORK <input checked="" type="checkbox"/> APPENDIX B - BUDGET PLAN <input checked="" type="checkbox"/> APPENDIX C - STANDARD PROVISIONS	A.I.D. <u>USAID/IRAQ</u> AGENCY <u>USACE</u>

BUDGET PLAN APPENDIX B PAGE 1 OF ____	PARTICIPATING AGENCY SERVICE AGREEMENT BETWEEN THE AGENCY FOR INTERNATIONAL DEVELOPMENT AND US ARMY CORPS OF ENGINEERS	3. ACCOUNTING & APPROPRIATION DATA	
		Budget Fiscal Year: 04	Operating Unit: 12
		Strategic Objective: 267001	Appropriation: 723/41037
		Benefiting Geo Area: 267	B.P.C.: HES30323267KG13
		Amount Obligated: \$3,000,000.00	

1. PASA NUMBER 267-P-00-03-00001-00	2. AMENDMENT NO.
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4. PASA BUDGET PLAN - FUNDING		5. STAFFING		
DESCRIPTION	AMOUNT	NAME AND TITLE	GRADE	(
SALARIES	\$5,904,932.00	2 Staff Civil Engn'r 120 day rotation	GS-12/13	
BENEFITS (50.00 % OF SALARIES)	\$1,610,050.00	4 Office Engn'r/Adm 120 day rotation	GS-12/13	
DIFFERENTIAL (50 % OF SALARIES)	\$1,771,055.00	3 Staff Elec Engn'r 120 day rotation	GS-12/13	
LEAVE FACTOR (TDY'S ONLY) (N/A % OF SALARIES AND BENEFITS)	\$.00	3 Staff Mech Engn'r 120 day rotation	GS-12/13	
TRAVEL (EXPLAIN BELOW)	\$840,000.00	4 Proj Mngrs 120 day rotation	GS-12/13	
PER DIEM (EXPLAIN BELOW)	\$329,400.00	4 Sr Civil Engineer 120 day rotation	GS-13-15	
MOVEMENT EFFECTS (INTERNATIONAL) (NORMALLY ONLY MOVEMENT TO POST)	\$.00	1 Chief of Party 120 day rotation	GS-14/15	
MOVEMENTS/STORAGE OF EFFECTS (DOMESTIC)	\$.00	1 Logistics Spec 120 day rotation	GS-07/09	
OTHER (SPECIFY BELOW) All other costs	\$9,410,600.00	1 Oprns Officer 120 day rotation	O-4/5	
OVERHEAD <input type="checkbox"/> SALARIES & BENEFITS % <input type="checkbox"/> PERSONNEL COSTS <input checked="" type="checkbox"/> ALL COSTS	\$4,133,240.00	1 Admin Officer 120 day rotation	O-4/5	
IN-COUNTRY SUPPORT PROVIDED DIRECTLY BY AID (EXPLAIN BELOW)	\$.00	Adimin Assistant 120 day rotation	GS-09	
TOTAL (INCLUDES \$20,999,277.00 TO BE FUNDED BY FUTURE PASA AMENDMENTS)	\$23,999,277.00	Safety Officer 120 day rotation	GS-12	
		Budget Officer 120 day rotation	GS-12	
		IT/Comms Manager 120 day rotation	GS-12	
		Data Base Manager 120 day rotation	GS-12/13	
		1 Officer in Charge 120 day rotation	O-6	
		Log Manager/PBO 120 day rotation	GS-13	
		Water/Wastewater Eng 120 day rotation	GS-13	
		Power Engineer 120 day rotation	GS-13	
		Airport & Trans Eng 120 day rotation	GS-13	

EXPLANATORY COMMENTS
The budget is attached this agreement.

NOTE: This should include housing and other allowances to be paid at post, administrative support, local travel, and international travel and shipments for which A.I.D. is responsible (see 1c3a(2) of H.B. 12 - Ch. 1)

APPENDIX A - SCOPE OF WORK

429-62072

Iraq Infrastructure Reconstruction ARCHITECT – ENGINEERING SERVICES GROUP

SCOPE OF WORK

1.0 Background

The United States Agency for International Development (USAID) has the mandate to rebuild infrastructure and public facilities and services in a post war Iraq. The Administration's goal is to provide tangible evidence to the people of Iraq that the U.S. will support efforts to bring the country to political and economic prosperity. To accomplish this goal, USAID will provide resources and technical expertise to rebuild potable water and wastewater treatment facilities; schools, and health facilities; ports and airports, the electric power system, roads and bridges; railroad infrastructure; solid waste management services; irrigation systems; and selected local government buildings. This program will seek to address the immediate short-term objectives of rebuilding urban and rural infrastructure to accelerate economic growth and the reconstruction of public health and educational facilities to protect human health and to promote productivity.

USAID will enter into a contract with the Iraq Infrastructure Reconstruction Contractor (Reconstruction Contractor) to provide services for design, construction, reconstruction, rehabilitation and /or repair of critical infrastructure along with Operations and Maintenance (O&M) capacity-building functions in Iraq. Other USAID contractors/recipients may also carry out some construction activities that require monitoring and reporting.

The USAID-Iraq Team has been established to provide technical and management oversight of the work to be performed by the Reconstruction Contractor. This contractor will be responsible for the construction/reconstruction, rehabilitation, repair and/or upgrading in the following infrastructure sections:

- | | |
|---|--|
| 1. Ports; | 7. Solid Waste Management; |
| 2. Airports; | 8. Schools and Health Facilities; |
| 3. Electric Power Systems; | 9. Railroad Infrastructure; |
| 4. Roads and Bridges; | 10. Selected local government buildings; and |
| 5. <u>Potable water and Water and Sanitation;</u> | 11. <u>Capacity building in operations and</u> |
| 6. <u>Irrigation Systems;</u> | <u>maintenance of above facilities.</u> |

The Reconstruction Contract has a performance period from award until 31 December 2004.

2. Purpose

The purpose of this architect-engineering activity is to obtain construction oversight of the Reconstruction Contractor to include technical assistance, quality control monitoring, and reporting, etc. through a team of technically qualified and experienced professionals responsible to the USAID-Iraq Team. This AE services entity will be known as USACE.

3. Roles and Responsibilities

The Reconstruction Contractor has primary responsibility to construct, reconstruct, rehabilitate, repair, and/or upgrade the above-referenced infrastructure. The USAID-Iraq Team will be responsible and accountable for the overall implementation of the reconstruction activities. The USAID Cognizant Technical Officer (CTO), or its designated, authorized representative, will be the main point of contact for the USACE in fulfilling the roles designated by the USAID Contracting Officer (CO). The USACE will be responsible to the CTO, or its designated, authorized representative, for the construction oversight, monitoring and reporting functions. The USACE will provide technical assistance in evaluating

the recommendations of the Reconstruction Contractor at various levels and making recommendations to the USAID Contracting Officer (CO) and the Cognizant Technical Officer (CTO) regarding actions to be taken by the Reconstruction Contractor. The USACE will not issue any public statements or reports on the USAID funded Iraq reconstruction program activities without submitting them for review and approval by the USAID-Iraq Team.

4. Statement of Work

The USACE will be technical advisors to the USAID-Iraq Team. The USACE will also be responsible for monitoring Reconstruction Contractor performance and ensuring the latter's completion of projects according to the specifications in the individual Job Orders, and international standards. Additionally the USACE will be responsible for monitoring the Quality Control, Quality Assurance, Schedule, Performance Monitoring, Safety, Environmental Issues, , De-mining/Unexploded Ordinance, and Safety Programs of the Reconstruction Contractor and reporting to the USAID CO and the CTO when exceptions or problems are uncovered.

Although the Reconstruction Contractor will perform assessments of damaged and deteriorated facilities and make recommendations and develop detailed implementation plans, the USAID-Iraq Team supported by the USACE will review and prepare recommendations for approval of USAID Contract Officer and Cognizant Technical Officer. It is expected that this work will proceed expeditiously and professionally so as to restore basic services to IRAQ in the shortest practicable time in permissive areas.

4.1. Specific Tasks

1. The USACE will review the Reconstruction contract to develop an implementation plan for construction oversight, which meets USAID requirements. This plan should address such areas as: processes, reports, safety programs, quality control and assurance, scheduling, , environmental, demining/UXO, performance monitoring and evaluation systems and fiscal controls.
2. The USACE will perform the following functions relative to a database that will be used for tracking condition, assessments and repair to the national and sub-national Iraqi infrastructure which will assist USAID in the management of the reconstruction mission.

Develop a database that will allow the tracking of inspections, assessments, reviews of Iraqi infrastructure elements based on USAID input of information requirements.

The database should also allow for tracking of Job Orders issued for repair of infrastructure elements.

Maintain and update the database based on information received from a variety of sources.

Develop and periodically prepare a variety of reports extracted from the database to assist in the reconstruction of the Iraqi infrastructure.

3. Assist USAID-Iraq Team in the prioritization, selection and review of Job Orders (JOs) for the infrastructure repair, renovation, and/or upgrading activities and any related procurement of equipment, supplies and materials as required.
4. The USACE will assist in the evaluation of the Reconstruction Contractor's assessments, review of the latter's implementation plan, and prioritization of the sequence and schedule of the Job Orders. The completion schedule of the review will be established between the USAID-PM and the USACE Engineering Support Team.
5. The USACE will provide estimating expertise to assist in establishment of the Illustrative Government estimates for the use in reviewing the Reconstruction Contractor's request for the Job Orders. In some instances these estimates may be used for the specific Job Order.
6. The USACE will assist in the technical review of the Reconstruction Contractor's deliverables per section C.III.4, to include but not limited to:

- Implementation Plan
 - Cost Control Reporting System
 - Design reviews in all sectors
 - Quality Control and Quality Assurance Plans
 - De-mining Plan
 - Contractors Construction Manual
 - Construction Risk Management Program (CRMP)
 - Safety Program
 - Environmental Compliance
 - Quality Assurance inspections of facilities
 - Commissioning and Operations & Maintenance
 - Matching of resources and budgets for financial sustainability long-term
 - Project Turn-over, Guarantees and Warranties
7. The USACE will obtain or assemble technical references such as, handbooks, US and international standards and relevant documentation for each technical sector covered by the Reconstruction Contractor.
8. The USACE will provide computer equipment, supplies, communication systems and air travel in support of its own employees. See paragraph 5.1., titled "Office and Support Facilities".
9. Monitoring Activities
- 9A. Safety Program
- a. Evaluate Safety Program of the Reconstruction Contractor to confirm that adequate processes are in place to ensure reasonably safe conditions for staffs of all Reconstruction Contractors and Subcontractors, the USACE and the USAID-Iraq Team.
 - b. Evaluate safety training of personnel by Reconstruction Contractor
 - c. Monitor compliance with established safety rules
 - d. Document safety violations and report same to USAID-Iraq Team and Reconstruction Contractor
 - e. Conduct review meetings with Reconstruction Contractor's management to discuss their safety performance and areas needing improvement
 - f. Conduct site assessment of specific safety concerns and provide recommendations for establishing a safe procedure for performing the work
 - g. Communicate overall performance of Safety Program to USAID-Iraq Team
 - h. The Safety monitoring activities will be primarily for construction related activities.
- 9B. Quality Control and Assurance Programs
- a. Evaluate Quality Control and Quality Assurance Programs of Reconstruction Contractor and determine adequacy of programs to confirm good workmanship and conformance to good industry practices
 - b. Communicate recommended improvements, if any, on Quality Control and Quality Assurance Programs to Reconstruction Contractor.
 - c. Conduct field inspections to determine compliance with Quality Programs

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- d. Report variances to USAID–Iraq Team and Reconstruction Contractor’s management and present recommendations for correcting non-compliance areas to acceptable standards.
- e. Provide USAID–Iraq team with overall assessment of Quality Control Program effectiveness.
- f. Arrange for specialists if required to observe special activities requiring Quality Control evaluation.

9C. Environmental

- a. Identify, review, report, and track for compliance with USAID Environmental guidelines (CFR 216) the Environmental Assessments and mitigation measures proposed by the Reconstruction Contractor.
- b. Conduct training in environmental damage criteria.
- c. Monitor compliance with Environmental Damage Control procedures.
- d. Conduct regular review meetings with Reconstruction Contractor’s management regarding their performance with Environmental Damage Control procedures.
- e. Document specific environmental issues which need further action to bring into “international” compliance levels.
- f. Establish data base for recording “as found and as left” environmental impact issues.
- g. Conduct site assessment of special field environmental issues as they arise and provide direction to Reconstruction Contractor with specific instructions for completing the relevant work.
- h. Provide USAID–Iraq Team with overall assessment of Environmental Control Program effectiveness.

9D. Program Cost and Funding Reporting

- a. Establish a program wide reporting system for tracking and reporting Reconstruction Contractor program costs and incremental funding levels requested by the USAID Mission. The USACE should develop a cost/funding reporting system, which will be compatible with the Reconstruction Contractor cost reporting systems. The USACE will develop and submit for approval, reports to be provided weekly, monthly, quarterly, and annual, with data fields and format, and graphics required by the USAID–Iraq Team.
- b. Receive and review cost reports from Reconstruction Contractor and identify deficiencies and problem areas.

10. SECTORS

10A. Port, Selected Airports, Roads, and Bridges

Assist, evaluate, explore alternatives, recommend, monitor, report and effectively interface with USAID–Iraq Team and Reconstruction Contractors in the areas of:

- a. Assessment of port facilities, verification of channel and berth depths, and assessment of handling equipment.
- b. Evaluation and assessment of condition of international and domestic airports to enable USAID–Iraq Team to select those which could be rehabilitated most efficiently and effectively.
- c. Assessment of requirements to repair, rehabilitate, and/or upgrade selected primary and secondary roads that are needed to move goods and services quickly and cost effectively between major population centers.
- d. Use of civilian/military DART assessments to refine and verify assessments.

APPENDIX A

- e. Collect and analyze assessments available to USAID from other sources such as US Military, International Organizations, local governments, utilities and Non-Government Organizations (NGO) as requested.
- f. Assist USAID-Iraq Team in the prioritization, selection and preparation of Job Orders (JO) to definitize the infrastructure repair, renovation, and/or upgrading activities and any related procurement of equipment, supplies and materials as required.
- g. Provide advisory services to USAID-Iraq Team, Reconstruction Contractor and existing port and road authorities in the areas of:
 - 1) Installation of evacuators, cranes and seawall equipment.
 - 2) Channel charting and hazards identification. Dredging and restoration of berths. Implementation of immediate road and bridge repairs to establish reliable transport links in support of humanitarian relief and reconstruction activities.

10B. Railroad Infrastructure

- a. The USACE will evaluate recommendations from Reconstruction Contractor and make recommendations to the USAID-Iraq Team with regard to the projects, which should be undertaken with the highest priority.
- b. The priority give to the various projects under consideration will be based principally on the effect these projects will have on the delivery on humanitarian aid including the bulk transport of food products and fuels to Iraqi citizens and to support the reconstruction activities.
- c. The projects will include repair/rehabilitation of critical track bed sections, rail bridges, stations, locomotives, rolling stock and other critical infrastructure components.
- d. USACE will prepare reports for the USAID-Iraq Team on the status of the progress of the Reconstruction Contractor in meeting the established objectives of the railroad rehabilitation program.

10C. Electric Power Systems

USACE shall interface with the Reconstruction Contractor and the USAID-Iraq Team to provide assistance in the evaluation of alternatives for rehabilitation and/or repair of electrical equipment and monitor and report on progress in the following functional areas:

- 1) Generation – emergency generators, steam plant repairs, combustion turbine repairs and hydro plant repairs.
- 2) Power Substation – power transformers, breakers, switches, metering and control, grounding.
- 3) Transmission – transmission line repairs, emergency and temporary interconnections, structure repairs/replacement
- 4) Distribution – Distribution transformers, switchgear and overhead and buried cable feeders
- 5) System Control and Protection – SCADA systems, metering, dispatch control, communications, billing, data files, load shedding.
- 6) Fuel requirements (fuel oil and gas) for emergency generators
- 7) Start up, control and operation of the electric utility units and systems
- 8) Load assessments; outage response rate structure and service announcements
- 9) Personnel qualification, organization structure, roles and responsibilities, management development; team building
- 10) Spare parts inventory, critical operating supplies, repair facilities, testing equipment and services.

10D. Water and Sanitation

a. USACE will assist, evaluate, explore alternatives, recommend, monitor, report and effectively interface with USAID-Iraq Team and Reconstruction Contractor in the areas of:

1) Emergency potable water supply for urban and rural populations, and critical institutions (hospitals and key government facilities) of minimum of 12 to 14 liters/day/person.

2) Reconstruction of damaged water intakes and pumping systems, treatment plants, and piped distributions systems, and semi-urban and rural water supply systems and environmental pollution affecting water sources.

3) Sanitation (human waste systems) urban sewage lines, wastewater treatment plants, and polluting effluents.

4) Garbage collection, solid waste disposal, and sanitary landfills.

5) Other tasks as delegated by the USAID CTO related to improvements or issues in the water/sanitation sector

6) Fuel requirements (fuel oil and gas) and emergency generators, transportation, distribution and storage of potable water, and solid and liquid wastes.

7) Operations and maintenance of reconstructed/rehabilitated systems

8) Training and capacity building for technicians, utilities, health promoter officials, community organizers, etc.

b. Development of monitoring and evaluations systems for USAID-Iraq Team to measure performance in timely, verifiable, and reliable manner for decision making.

c. Coordination of water/sanitation activities with GOI, Ministries, International donor community (WHO, UNICEF, etc.), US Govt. entities, and local and international NGOs to ensure to the extent possible, efficient use of human and financial resources. Facilitate Donor Coordination meetings for water and Sanitary sector.

d. Review Reconstruction Contractor's Capacity Building plans for O&M to include Personnel qualification, organization structure, roles and responsibilities, management development, team building, specialized training.

e. Review Reconstruction Contractor's submitted spare parts inventory, critical operating supplies, repair facilities, testing equipment and services. Review O&M Manuals and training programs and monitor O&M activities during the warrantee period.

f. Provide a reporting system to monitor progress in meeting USAID-Iraq's objectives for the water/sanitation sector according to US and international generally accepted standards.

g. Provide advisory services to USAID-Iraq Team in the areas of ways to improve water sector management, planning, coordination, community relations, health standards, and reporting activities.

h. Advise on strategies to better coordinate water/sanitation activities with other organizations involved in rehabilitating, reconstructing, or improving the sector and infrastructure.

10E Irrigation Systems

a. Monitor the Reconstruction Contractor in the identification of critical irrigation systems, piping and canals, which are in need or immediate repair/rehabilitation. Areas include: 1. Irrigation structures-head gates, pumps, canals and center pivots; 2. Drainage structures; Food processing plants and silos; Fertilizer plants; Public outdoor markets.

b. Assist the Reconstruction Contractor in identification of flow control structures which are need of immediate repair/rehabilitation.

- c. Provide advisory services to the USAID–Iraq Team in the areas of: 1. Prioritization of job orders, 2. Reconstruction inspections; 3. Spare parts flow optimization.
- d. Prepare reports for USAID–Iraq Team on status and progress of repairs and/or rehabilitation of irrigation systems.
- e. Develop reports to USAID–Iraq Team on the status of existing grain elevators including the quantity and quality of the contents.

10F Schools, Health facilities and selected buildings

10F.1 Health Facilities

- a. The USACE will assist the USAID–Iraq Team and the IRR Contractor in identifying one referral hospital in each major city for repair and/or rehabilitation. These referral hospitals will have the infrastructure to support medical and surgical services for critical cases. Particular emphasis should be placed on the electricity supply to these hospitals such that the USAID–Iraq Team is able to authorize the supply of emergency electricity supply on an expedited basis.
- b. The USACE will monitor the activities of the Reconstruction Contractor in assessing and refurbishing hospitals that have been selected for refurbishment.
- c. The USACE will assist in identifying up to 100 general hospitals throughout the country which are in need of repair and/or rehabilitation. To the extent possible these general hospitals will give hospital cover to a large segment of the Iraqi population.

10F.2 Schools

- a. The USACE will assist the USAID–Iraq Team and the Reconstruction Contractor in evaluating those public schools which are in most need of repair and rehabilitation and which will have the most immediate positive impact on the quality of instruction to Iraqi school children. This evaluation will consider the locations of the schools, the numbers of children normally in attendance
- b. The USACE will monitor the activities of the Reconstruction Contractor with regard to the status of schools, which have been selected for refurbishment and make regular reports to the USAID–Iraq Team.

10F.3 Selected Government Buildings

- a. The USACE will assist the USAID–Iraq Team and the Reconstruction Contractor in evaluating those public buildings which are in most need of repair and rehabilitation and which will have the most immediate positive impact on the governance. This evaluation will consider the locations of the public buildings, functions and receive input from the USAID–Iraq Team.
- b. The USACE will monitor the activities of the Reconstruction Contractor with regard to the status of the public buildings, which have been selected for refurbishment and make regular reports to the USAID–Iraq Team.

5. Resources to Be Supplied by USACE.

5.1. General Requirements:

It is necessary that the USACE has in-place Facilities Clearance to enable immediate deployment to Iraq once contract is awarded. All key personnel will be required to be US Citizens and have a security clearance at a Secret level. There will be a designated individual, duly trained as a facility security officer to provide security management and to control any classified documents within the U.S.A.C.E. facilities. All local staff hired will be subject to a security check through a USAID designated clearance process. The Contractor shall develop a security plan to safeguard all project operation and to comply with all United States Government regulations. The plan is to be implemented and maintained by all

subcontractors as well. Deployment into Iraq will not occur until a secure environment is available. The staff of contractor must have necessary experience to enable complete freedom of movement in the region. Due to the degree of coordination required among the US-Iraq Team, the Reconstruction Contractor and the coalition military partners, it is critical that the USACE be able to integrate its operations with others in the shortest possible time. Where it is feasible and more economical, life support and security for USACE personnel will be provided under the Reconstruction Contract

Special Security Conditions: U.S. Citizenship is required of key personnel selected to perform under this Contract. At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted for key personnel. USAID/SEC will be responsible for validating security clearances of all proposed/selected key personnel and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas.

No duplication or retransmission of Classification National security Information is permitted by the contractor without written authorization from the designated USAID CTO who him/herself must possess a valid "Secret or Top Secret" security clearance. Any public release of information regarding this award must be approved in advance of release by the USAID Mission Director/Representative or the Contracting Officer.

Office and support facilities: Where it is feasible and more economical, life support and security for USACE personnel will be provided under the Reconstruction Contract. The USACE will provide other logistical support to its own staff and project offices including air travel, supplies, computer equipment, and communication systems. Telecommunications facilities should be provided with the teleconferencing capacity to hold unclassified meetings with USAID, Reconstruction Contractor and USACE representatives in country and with participants in the USAID designated Washington DC locations. A telecommunications plan should be submitted to USAID for approval.

5.2. Personnel

All personnel proposed for this project should be identified with a resume indicating relevant experience, education levels, confirm US citizenship, secret clearance level and an attached statement of willingness to be posted to this program in Iraq for the duration of their assignment to the USACE program in Iraq. The USACE will provide technical support for assessment teams under special circumstances as requested by the CO. The USACE staffing for the assessment teams will require short-term assignments with quick mobilization.

1. Chief of Party with minimum of 15 years design, construction and program management experience in similar projects. International experience is required. Experience in mobilizing and managing large teams in construction oversight conflict regions is necessary. Register Professional Civil Engineer with Masters in Civil Engineering or BA and additional 5 years of experience.
2. Senior Engineers with a minimum of 10 years project management, construction, and/or operations experience in the following disciplines:
 - Electrical Engineer
 - Mechanical Engineer
 - Civil and Structural Engineers
 - Water and Wastewater Engineer
 - Power (Hydro and fossil fuels) Engineer
 - Airport and Transportation Engineer

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3. Staff Engineers with a minimum of 5 years project management, construction and/or operations experience in the following disciplines:
 - Electrical Engineers
 - Mechanical Engineers
 - Civil Engineers
 - Architect
4. To the extent practicable USAID will facilitate local hire, Iraqi or Third Country Nationals (TCN), Field Engineer with a minimum of 5 years' experience in electrical, civil and mechanical inspection works. The field engineers will have a BS in engineering degree.
5. USACE will provide the personnel required to accomplish the scope of work mentioned above at the following four locations in Iraq:
 - a. Baghdad
 - b. Basra
 - c. Al Hillah
 - d. Arbill

Based on the final distribution of job orders additional or alternate work locations may be required, and will be incorporated into the scope of work by a modification to this agreement.

APPENDIX B

APPENDIX B

PASA - APPENDIX B (CONTINUATION SHEET)

USACE's Overall Budget

Salaries	\$ 5,904,932
Fringe	\$ 1,610,050
Differential	\$ 1,771,055
Travel	\$ 840,000
Per Diem	\$ 329,400
ODCs	\$ 9,410,600
Overhead	<u>\$ 4,133,240</u>
TOTAL	\$ 23,999,277

PASA - APPENDIX C (STANDARD PROVISIONS)**C.1 GOVERNING PRINCIPLES**

(a) Participating Agency (PA) Selection. AID looks to other PA's for technical assistance in their fields of competence only in cases where AID direct-hire staff are not available and where the PA has unique or particularly suited resources available to carry out the technical assistance and can do so without unduly interfering with its domestic program.

(b) Reimbursed Technical Assistance. Any technical assistance for which a PA is to be reimbursed must be authorized prior to the performance of the technical assistance by an agreement signed by the AID agreement officer on PASA Form AID 2-2 or RSSA Form AID 240-1, regardless of whether it is for the long-term service of a team or short-term for an individual. This requirement is applicable to increments of new work for which funding is necessary. Continuation of services by a PA beyond the expiration date of the PASA/RSSA or incurrence of costs beyond available funds requires the prior specific authorization by the AID agreement officer. Until such time as the PASA/RSSA is amended to provide additional funds, the PA is not authorized to expend funds in excess of the current obligation.

(c) Authority to Execute PASA/RSSAs. AID contracting officers (hereafter designated as agreement officers) have the authority to execute a PASA or RSSA and amendments thereto. When PASA/RSSAs are executed by AID's Office of Procurement (MS/OP) and subsequently transferred to the field for administration, all responsibilities of the MS/OP agreement officer, as set forth in these Standard Provision, are transferred to the field agreement officer who is responsible for procurement in the Mission having responsibility of the requirement.

(d) Responsibility for Project Performance. The PA assumes technical responsibility for project performance, including staffing, supervision, backstopping, and reporting--subject to general guidance from AID.

(e) PA Personnel. PASA/RSSA personnel working for AID remain on their parent-agency's employment rolls and position ceilings. The PA personnel utilized in the United States operate in accordance with the rules and regulations of their parent agency unless otherwise required by AID legislation or regulations. When overseas, they are subject to AID regulations and entitled, to the extent regulations permit, to the same support and privileges as AID direct-hire staff.

(f) Responsibility for Administrative Arrangements. The AID Operations Manual for Participating Agencies, as set forth in AID Handbook 12, Use of Federal Agencies, is applicable to PA employees serving under this agreement. Before the employee undertakes an overseas assignment, the PASA or RSSA employee's own agency is responsible for making the administrative arrangements required, including arranging all pre- departure clearances (i.e. health (including medical waivers), security, language training and testing, orientation, etc.).

(g) Official Communications. Official Communications with the field on technical matters are the responsibility of the AID technical officer if the PASA is being administered in Washington. The technical officer will obtain appropriate clearances and authorize transmission. Messages pertaining to staffing and budgetary matters should be cleared with the agreement officer and the technical office prior to transmission.

(h) Participant Training. All participant training required in conjunction with this agreement will be implemented through Mission- generated and funded PIO/Ps in accordance with policies, allowances, guidance, and reporting requirements stated in AID Handbook 10, Participant Training.

(i) Restrictions on PASA and RSSA Personnel. Except as specifically provided in writing by AID, PASA and RSSA personnel shall not: officially represent AID at any function; approve policy documents; supervise AID employees; negotiate, review, or sign contracts on behalf of AID; certify vouchers; select or recruit AID employees; or prepare AID funding or budget documents.

C.2 CONTRACTING UNDER A PASA/RSSA

A. This provision applies to contracts, purchase orders, grants, cooperative agreements, Intergovernmental Personnel Act assignments, and the employment of experts and consultants hired under authority of 5 U.S.C. 3109 when these instruments are specifically in support of a PASA/RSSA effort. For the purposes of this provision, the term "contract" is deemed to include these instruments--with the exception that grants, cooperative agreements, and appointments covered by the Federal Employee Compensation Act are not included in reference to the requirement for Defense Base Act (DBA) insurance. Further, grants and cooperative agreements are not subject to the requirement for USAID approval of personnel compensation in excess of the Senior Executive Service level ES-6.

B. The terms of this provision do not apply to contracts with the DOE affiliated energy agencies, such as PETC and METC, nor to existing relationships with Government-Owned-Contractor-Operated entities, but do apply to subcontracts thereunder with private sector organizations or individuals.

C. Contracting by a PA must be specifically authorized in advance by the USAID agreement officer. Specific contracts must be identified in the PA's Budget submission.

D. The PA will obtain the USAID agreement officer's approval of the subcontract prior to execution. The following documentation will be submitted in support of the request to contract, and is required prior to executing the contract, even if the contract was identified in the PASA/RSSA:

(1) Documentation describing the selection methodology, including any non-competitive justifications necessitated by the FAR. Small and disadvantaged business subcontractors shall be identified.

(2) The contract statement of work, the general provisions and a negotiation memorandum setting forth the cost and price analysis with special consideration to type of contract, indirect cost, personnel compensation, including documentation such as salary history and fee, if any.

E. It is the responsibility of the PA to make the required OMB Circular A-76 determinations and to follow the Federal Acquisition Regulations (or the OMB Circular A-110, as applicable), as implemented by the PA. When USAID authorized contracting is performed under a PA's own contracting authority, such authority must be cited in the contract or purchase order. The PA shall also follow the USAID Acquisition Regulations provisions with respect to source/origin, nationality and commodity eligibility. (Pertinent AIDAR regulations are obtainable from the USAID agreement officer.) The PA agrees to require the contractor to insert these requirements in any subcontract at any tier.

F. The PA must obtain advance approval from the USAID agreement officer to authorize personal compensation in excess of the Senior Executive Service level ES-6 for other than grants and cooperative agreements. This requirement extends to the personal compensation elements of negotiated fixed-price or lump-sum contracts, when personal compensation elements are specifically identified in the proposal and are specifically discussed when negotiating the contract amount. PA's are expected to establish reasonable levels of compensation. Personal compensation paid shall not exceed the highest such compensation received in the past three years, or the daily rate of an ES-6, whichever is lower, without the prior written approval of the USAID agreement officer. Requests for approval of compensation levels shall be accompanied by Form AID 1420-17, "Employee Biographical Data Sheet", which is obtainable from the agreement officer.

G. All contracts issued specifically in support of the PASA/RSSA effort shall include a requirement that lower-tier subcontracting and consultant services require the prior approval of the USAID agreement officer.

H. The Defense Base Act requires employees working overseas under contracts to be provided with worker's compensation insurance. This requirement applies to all contracts (other than grants, cooperative agreements, and

appointments covered by the Federal Employees Compensation Act) that involve overseas performance which are awarded by PA's under PASA's or RSSA's. The PA will include the following language in all such contracts:

(1) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(2) If USAID or the Contractor has secured a waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employees native country, whichever offers greater benefit. The list of countries for which USAID has secured waiver of DBA coverage is shown in AIDAR 728.305-70(a)(2) (48 CFR 728.305-70(a)(2)).

(3) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a provision similar to this standard provision including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract."

I. The PA will be responsible for the approval and reporting requirements of contracted advisory and assistance services that are subject to OMB Circular A-120.

C.3 REPORTS

(a) Unless otherwise provided in the schedule of this agreement, the PA shall prepare:

(1) Monthly reports, within 5 days following the end of the month, shall include the following:

(i) The awardee shall provide the CTO a report on the activities undertaken during the month. The monthly report should seek to be a brief, lucid, description of the activities, with emphasis on issues that have arisen, impacts made, constraints encountered, and suggestions for additional actions that might be taken. The monthly report should also include the Participating Agency's accrued monthly expenditures. The CTO is responsible for transmitting this information to the USAID financial management office responsible for the agreement.

(ii) The Participating Agency shall submit to the CTO, a monthly financial report including Participating Agency's accrued monthly expenditures. Financial reports shall include information on all funds received, obligated and expended and on forecasted obligations and expenditures.

(2) Semi-annual reports, within 45 days following the end of the period being covered, which shall include the following:

(i) Substantive reports covering the status of the work under the agreement, indicating progress made with respect thereto, setting forth plans for the ensuing period, including recommendations covering the current needs in the fields of activity that are covered under the terms of this agreement--to be submitted as follows:

1. Agreement officer--3 copies
2. Technical office--4 copies
3. PPC/CDIE/DI--2 copies (See Paragraph (c))

(ii) An administrative report--covering expenditures, foreign country national trainees, and personnel employed under the agreement, including the AID-funded, full-time employees stationed in the United States--to be submitted as follows:

1. Agreement officer--3 copies

2. Technical office--4 copies

(3) Quarterly reports within 15 days after the end of the quarter, which shall include the following:

(i) The number of both assigned and temporary duty personnel who have been assigned to AID during that quarter, including those who started and completed an assignment during the quarter, those who began before the quarter and terminated during the quarter, and those who will continue beyond the end of the quarter.

(ii) Billing notices (see Provision entitled "Billing Procedures.")

(4) Other reports, within 15 days after generation, which shall include the following:

(i) One copy of all personnel actions involving FC personnel appointments, transfers, promotions, and terminations during the period of AID funding to be sent to the agreement officer--1 copy

(ii) One copy of time and attendance records--which are the responsibility of the employee serving overseas to forward to the appropriate PA for record keeping and processing salary checks--when required by the technical officer.

(b) Unless otherwise provided in the schedule of this agreement, within 60 days of the conclusion of the work hereunder, the PA shall prepare a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation--to be submitted as follows:

1. Agreement officer--3 copies

2. Technical office--4 copies

3. PPC/CDIE/DI--2 copies

(c) When PPC/CDIE/DIO is indicated in the distribution of reports, the reports should be submitted to the following address:

USAID Development Experience Clearinghouse (DEC) ATTN: Document Acquisitions 1611 Kent Street, Suite 200
Arlington, VA 22209-2111 Internet e-mail address: docsubmit@dec.cdie.org Homepage: <http://www.dec.org>

Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(d) The title page of all reports submitted pursuant to this standard provision shall include a descriptive title, the author's name(s), agreement number, activity title, PA's name, name of the AID technical office, and the publication or issuance date of the report.

(e) When preparing reports, the PA shall refrain from using elaborate art work, multicolor printing and expensive paper/binding, unless it is specifically authorized to do so in the schedule of this agreement. Wherever possible, pages should be printed on both sides using single spaced type.

(f) The metric system of measurements shall be used for specifications that are contained in reports unless AID determines in writing that such use is impractical or is likely to cause significant inefficiencies or the loss of markets to U.S. firms.

C.4 AID FACILITIES

The use of AID facilities (office space, equipment, vehicles, etc.) and AID clerical/technical personnel hereunder must be specifically authorized in this PASA.

C.5 BILLING PROCEDURES

The PA will use the following procedures below to submit quarterly billings to:

(a) The Inter-Agency Payment and Collection (IPAC) system is AID's preferred method of being billed. The PA shall bill AID/Cairo for the Advances using standard form (SF) 1081.

(b) A Financial Status Report will be submitted to the paying office with each billing to itemize expenditures to the level of detail specified in the PASA Budget Plan (Appendix B).

(c) Amounts determined to be unallowable under the agreement will not be reimbursed or will be charged-back to the PA if payment was made prior to such a determination.

(d) Additional details of PA-specific billing procedures may be included in a supplemental memorandum of understanding between the two agencies, which is attached or referenced in the schedule if applicable.

(e) USAID/Cairo will use IPAC to pay the Participating Agency using the Participating Agency's ALC specified below:

ALC: 72000001

(f) USAID will liquidate the advances upon submission of the Financial Status Report within 30 days after the end of the period covered by covered quarterly advance. USAID will not pay an advance for a subsequent period as long as an overdue advance is outstanding in USAID's records.

(g) The Participating Agency will submit quarterly billings to the following location:

Accounts Payable USAID/Financial Management Cairo EGYPT Unit 64902 APO AE 09839-4902 ATTN: Homi Jamshed

FAX Nbr. 011-20-2-516-4719 Email: AcctsPayableEgypt@usaid.gov with a cc: to Ddolley@usaid.gov and Lzakhary@usaid.gov. Please submit electronic billings to these e-mail addresses.

Point of Contact is Homi Jamshed, Controller, USAID/Cairo.

C.6 DISPOSITION OF RECORDS AND PROPERTY WHEN AN AID-FUNDED ACTIVITY TERMINATES

(a) Records (Other Than Property). Responsibility for maintenance of records and their final disposition rests with the PA. Upon written request, a Mission will arrange for destruction of records without any screening of their contents or significance.

(b) Property

(1) Overseas. All AID-funded commodities unexpended and on hand on termination of a PASA project procured by and under the control of the PASA technicians are to be turned over to the cooperating country and/or the AID Mission, as determined by AID.

(2) Domestic. When there is no longer an AID need for equipment or termination of AID support, the PA, as mutually agreed with AID, will:

- credit AID the depreciated value of the commodities, or
- return the items to AID, or
- otherwise dispose of them.

(c) Disposition of Property Records. The PA will see that itemized property records will be maintained on all nonexpendable items costing more than \$50 each. The records will include, at a minimum, the description, date acquired, from whom, cost, and present location.

C.7 PASA (FC) EMPLOYEES' PRIVILEGES AND IMMUNITIES

(a) Overseas Employees. All PA direct-hire employees stationed overseas and funded under PASAs are entitled to the same privileges and immunities as an equivalent AID direct-hire employee at the same post.

Note: This does not mean that the PASA technician is necessarily entitled to obtain support from the same source as AID direct-hire staff. For example, in some instances, housing may be provided by a country institution for a PASA employee and by the Mission or Embassy for a direct-hire person. However, the quality of the PASA employee's housing and facilities are to be equivalent with that provided a direct-hire employee at the same grade.

(b) APO, Commissary, PX, and Club Privileges. PASA employees under AID agreements will receive the same APO, Commissary, PX, and club privileges as AID direct-hire employees when allowed by the regulations of the organization to which the facility is attached. PASA employees and their dependents are entitled to the same health benefits as AID direct-hire employees.

C.8 STANDARDS OF CONDUCT

PASA personnel and their dependents are required to maintain high standards of personal conduct expected of U.S. Government officials representing the United States overseas. Failure to do so can lead to disciplinary action.

C.9 TERMINATION OF SERVICE BEFORE SCHEDULED DATE

When a program is curtailed or terminated, AID determines which categories of employees (AID direct-hire, PASA, or contract) are to be retained. If a PASA employee's appointment is to be terminated, the PA will be given adequate advance notice of termination plans.

Note: There is no reduction-in-force competition between AID direct-hire and PASA staff.

C.10 REMOVAL OF PA EMPLOYEES FROM AID FUNDING

An assigned employee, on completion of his/her assignment, where he/she is not entitled to home leave, shall cease having his/her salary and benefits attributable to AID under a Foreign Service Assignment not later than the next regular pay period ending after the employee's return to the United States. Exceptions may be made to this rule with the concurrence of the agreement officer.

C.11 COMMUNICATIONS PRODUCTS

A. Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

B. Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the USAID agreement officer. A copy of the standards for USAID-financed publications and video productions is available from the USAID agreement officer.

C. Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless they are specifically identified and authorized in the agreement schedule or in writing by the USAID agreement officer:

- (1) All communications materials funded by operating expense account funds.
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use).

C.12 RESOLUTION OF CONFLICTS

Conflicts between any of the Appendix of this Agreement shall be resolved by applying the following descending order of precedence:

- Appendix A – Statement Of Work
- Appendix D – Agency Memorandum of Agreement (05/07/03)
- FAA Section 632(a) and (b)
- Appendix C - Standard Provisions

C.13 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.