
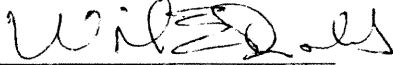




**PARTICIPATING AGENCY SERVICE AGREEMENT
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
UNITED STATES ARMY CORPS OF ENGINEERS, HONOLULU DISTRICT
("Participating Agency")**


Award Number: 497-P-00-05-00054-00		Modification Number:	
1. Activity Title: USACE Technical Services to Support Tsunami Infrastructure Implementation		2. Strategic Objective Title and Number: Tsunami Reconstruction: SO 498-045	
3. Appropriation Symbols: 725/61029 72X1035		4. Fund Code: HTS5-05-23497-6G31 for \$1,400,000 HFDX-05-23497-HG31 for \$72,000	
5. A&A Request Number/MAARD Number: 497-0045-05-103		6. Initial Fiscal Year: 2006	
7. Start Date: October 1, 2005		8. Completion Date: September 30, 2006	
9A. Prior Funding \$0	9B. Funding Obligated this Document \$1,472,000	9C. Total Obligated Funding \$1,472,000	
10. Authority: Section 632(b) of the Foreign Assistance Act of 1961, as amended (FAA), 22 U.S.C. Sec. 2392(b) and 10 U.S.C. 3036(d)(2).			
11A. Services to be Provided: The Participating Agency agrees to provide the services summarized below and more fully described in Annex A. The purpose of this agreement is to: 1) initiate a new interagency agreement with the USAID Mission, Indonesia. 2) Establish a funding level of \$1,472,000. Under the agreement, the participating agency will provide technical services to USAID to assist with the management and implementation of USAID funded contracts including design review, construction management, supervision of contractors, environmental review, procurement support and quality assurance for the rehabilitation and construction of the Banda Aceh to Meulaboh road.			
11B. Place of Performance: USA, Indonesia, Qatar, and Dubai.			
12. Liaison Offices/Additional Representatives			
12A Participating Agency – Project Manager Name: Paul Mizue, P.E. Address: US Army Corps of Engineers Honolulu District. Bldg 230, CEPOH-PP-C Ft Shafter, HI 96858-5440 Paul.Mizue@usace.army.mil (808) 438-8880		12B. United States Agency for International Development – Cognizant Technical Officer Name: Muhammad N. Khan, Jakarta/BHS USAID/Jakarta, American Embassy Medan Merdeka Selatan 3-5 Jakarta 10110, Indonesia Telephone: 62-21-3435-9000	
13A. Signature by Authorized Representative Department of the Army, U.S. Army Corps of Engineers, Honolulu District  David E. Anderson, P.E. Lieutenant Colonel, U.S. Army District Engineer Date: <u>9/30/05</u>		13B. Signature by USAID Agreement Officer United States Agency for International Development, Jakarta, Indonesia  William E. Reynolds Director, Office of Procurement Jakarta, Indonesia Date: September 28, 2005	
14. This Agreement consists of this face sheet and the following items (if checked): <input checked="" type="checkbox"/> Schedule <input checked="" type="checkbox"/> Annex A – Statement of Work <input checked="" type="checkbox"/> Annex B – Budget <input checked="" type="checkbox"/> Annex C – Standard Provisions			

AID 306-2 (10/02)

(Formerly AID 2-2)

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FUNDS AVAILABLE
PER  9/29/05



USAID | INDONESIA

FROM THE AMERICAN PEOPLE

Department of the Army,
U.S. Army Corps of Engineers, Honolulu District
David E. Anderson, P.E.
Lieutenant Colonel, U.S. Army
District Engineer
Honolulu District, Bldg 230, CEPOH-PP-C
Ft Shafter, HI 96858-5440

Subject: Participating Agency Service Agreement

Dear Lt. Col. Anderson:

Enclosed please find scanned copies of the original of the Participating Agency PASA Agreement between the United States Agency for International Development, Jakarta, Indonesia and the **U.S. Army Corps of Engineers, Honolulu District** providing **\$1,472,000** in fiscal year **2006** funds for the **technical services** for the rehabilitation and construction of the Banda Aceh to Meulaboh Road in Indonesia signed by me as the warranted USAID contracting official.

Please sign the scanned Agreement and return a copy to the Office of Procurement, USAID/Jakarta, Indonesia, via email at wreynolds@usaid.gov.


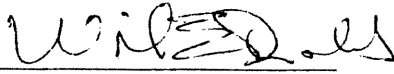
The original copies will be sent to you via mail for your signature and please return one original signed copy to us for our file.

We deeply appreciate the spirit of collaboration that you and your staff have shown throughout this initiative.

Sincerely,

William E. Reynolds
Office of Procurement

**PARTICIPATING AGENCY SERVICE AGREEMENT
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AID 306-2 (10/02)

(Formerly AID 2-2)

PASA SCHEDULE

A. PURPOSE OF AGREEMENT

This Agreement between the US Army Corps of Engineers, Honolulu District (the Participating Agency) and the United States Agency for International Development (USAID) is entered into under the authority of Section 632(b) of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. Sec. 2392(b). Under this Agreement the Participating Agency will provide technical services to USAID in accordance with the Statement of Work set forth in Annex A to this Agreement. USAID and the Participating Agency may modify this Agreement by mutual agreement in writing. As used in this Agreement, a “cooperating country” is Indonesia as the country receiving assistance under this Agreement.

B. PERIOD OF AGREEMENT

The effective date of this Agreement is the latter date in Blocks 13A and 13B on the face sheet. It is the date when the Participating Agency may begin to incur costs to support the technical services the Participating Agency will provide under this Agreement. The Completion Date of this Agreement is set forth in Block 8 of the face sheet of this Agreement, and it is the last day on which Participating Agency may incur costs under this Agreement, unless the Agreement Officer agrees otherwise in writing. The Start Date found in Block 7 of the face sheet of this Agreement is the estimated date on which the services of Participating Agency personnel performing services under this Agreement will begin at the USAID post of assignment. Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not provide services to USAID under this Agreement beyond the Completion Date.

C. FISCAL TERMS

1. **Obligation:** Signature of this Agreement by the Participating Agency and the USAID Agreement Officer (in Blocks 13A and 13B of the face sheet of this Agreement) constitutes an obligation of funds by USAID in the amount specified in Block 9B of the face sheet. USAID funding for this Agreement is limited to the total obligated funding (Block 9C of the face sheet). Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not incur costs greater than the total obligated funding.

2. **Budget:** Annex B sets forth the Budget for the services that the Participating Agency will provide under this Agreement. The Participating Agency may adjust individual line items in the Budget, provided that (1) the Participating Agency does not exceed the total obligated funding; (2) an adjusted line item does not increase by more than 25 percent; (3) the Participating Agency notifies USAID in writing of the adjustments; and (4) funds from one USAID organizational unit (e.g., ANE’s Office Technical Services) are not being used to support PASA activities of another USAID organizational unit. Increasing a budget line item by more than 10 percent required the prior written approval of the

USAID Agreement Officer. Using funds from one USAID organizational unit to fund PASA activities of another USAID organizational unit also requires prior written approval of the USAID Agreement Officer

D. REPORTS

The Participating Agency must prepare and submit the technical and other reports required under the clause of this Agreement entitled, "REPORTS," of Annex C, Standard Provisions.

The Participating Agency will submit the required reports to the USAID Agreement Officer and the USAID Cognizant Technical Officer at the addresses indicated in blocks 13B and 12B, respectively, of the face sheet of this Agreement.

E. PAYMENT

1. The participating Agency shall bill USAID through the Intra-governmental Payment and Collection system or another form, mutually agreed upon by USAID and the Participating Agency. The USAID Paying Office and corresponding address for this Agreement is

Office of the Financial Management
USAID
Jl. Medan Merdeka Selatan No. 3-5
Jakarta 10110, Indonesia

The USAID financial contact person is Linda Tarpeh-Doe, at (6221) 3435-9445. The USAID Agency Location Code (ALC) for billing is 72000046-US Treasury ALC

2. The Participating Agency must submit an original financial report to the Paying Office identified above with each billing to itemize expenditures to the level of detail specified in the Budget (Annex B) of this Agreement. The Participating Agency must submit a copy of the financial report to the USAID Cognizant Technical Officer.
3. The Participating Agency must prepare the financial reports required under this Agreement on at least a quarterly basis.
4. Amounts that the USAID Agreement Officer determines to be unallowable under this Agreement will not be reimbursed or will be charged back to the Participating Agency if payment was made before such a determination.
5. The parties agree to use reimbursement method of payment
6. The financial reports submitted, shall, as a minimum, contain current period and cumulative amounts as follows:

Budget	Budget	Current Period	Cumulative	Remaining
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Line Item	Amount	Disbursements	Disbursements	Balance
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F. COMMUNICATIONS

Official communications with USAID field offices on technical matters are the responsibility of the USAID Cognizant Technical Officer identified in the Schedule of the Agreement. The USAID Cognizant Technical Officer will obtain appropriate clearances and authorize the communication with USAID field offices. Messages pertaining to staffing and budgetary matters must be cleared with the Agreement Officer and the USAID Cognizant Technical Office before transmitting the message to the USAID field office.

G. SUPPORT TO TERRORISM

The Participating Agency is reminded that U.S. Executive Orders and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Participating Agency to ensure that all subagreements, contracts, and grants issued under this Agreement comply with these Executive Orders and laws.

H. SPECIAL PROVISIONS

The following special provisions apply to the Participating Agency's performance of technical services under this Agreement.

1. Pursuant to US Embassy, Jakarta guidelines, all U.S. Government employees must receive Country Clearances from the Chief of Mission prior to arriving in Indonesia. USAID will assist in obtaining Country Clearances for USG employees of the Participating Agencies.
2. It is expected that USG employees of the Participating Agency working in Aceh shall stay at the USAID Guest House in Banda Aceh unless agreed to in writing by USAID. Participating Agency employees will be charged for room and board in accordance with current USAID procedures. Payment for room and board will be arranged by the Executive Office and Finance Office of USAID.

I. STANDARD PROVISIONS

The Standard Provisions of the General Agreement Between the United States Agency for International Development and the United States Army Corps of Engineers dated May 7, 2003 will apply to this PASA.

J. ORDER OF PRECEDENCE

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

Face Sheet
Schedule
Annex B, Budget
Annex A, Statement of Work

**ANNEX A
STATEMENT OF WORK
USACE PASA Phase III**

I. Purpose

The purpose of this Agreement is to:

- Establish a new Phase III PASA agreement between USAID/Jakarta and U.S. Army Corps of Engineers (USACE), Honolulu District for an amount of \$1,472,000.
- Establish the completion date of September 30, 2006.
- Establish a new scope of work for anticipated level of efforts requirements and tentative schedule for support delivery.

II. Background

In support of United States Government's proposed Tsunami assistance plan, USAID is currently pursuing a signature infrastructure road construction project in Indonesia. The project will replace the existing road destroyed by the December 26, 2004 tsunami that devastated the region. This project involves the design and construction of approximately 240 kilometers of two lane paved asphalt road way with approximately 110 water crossings between the cities of Banda Aceh and Meulaboh on the northwest portion on the island of Sumatra.

On April 11, 2005 a regional PASA agreement was established between USAID, Washington and the U.S. Army Corps of Engineers (USACE) for the USACE to assist USAID for conducting initial assessment, establishing a cost estimate for the design and construction for Aceh Road Project, and an additional smaller project in Sri Lanka. After completion of the initial assessment support, the Indonesia Mission requested an amendment to the existing regional PASA (Phase II) for additional support. PASA II scope provided USACE support for the following activities: an initial environmental assessment following both Indonesian and U.S. regulations, technical support; assistance during procurement, and on-site technical assistance to work with USAID project team. The PASA II was extended to December 30, 2005.

During Phase II PASA agreement, tsunami supplemental funds were obligated as of April 21, 2005 to the USAID Jakarta Mission.

USAID is currently completing the procurement of two contracts for the design and construction of the road from Banda Aceh to Meulaboh. Given the aggressive schedule and extent of anticipated workload, USAID anticipates additional technical support from the USACE for nine (9) months beginning from September 1, 2005 till May 31, 2006. However, there may be unanticipated delays or additional tasks that may require resources in a period of four months following the anticipated completion of support. The activities

are inherently governmental functions which include procurement support to select construction contractors, contractor's design review, and construction supervision for quality assurance, assist in environmental review and compliance documentations to support implementation of the proposed infrastructure and also act as USAID representative when necessary.

This document outlines new specific tasks that USAID requires from USACE for Indonesia and constitutes a new Phase III PASA between USACE and USAID/Jakarta. This new agreement will be an independent agreement with the Jakarta Mission and all references to Phase II PASA in the original statement of work will remain independent and separate from the Phase III PASA.

III. Statement of Work

Task No. 1: Provide Technical Assistance to USAID/Jakarta

1) Project Manager/Design Manager (one)

The objective of this position is to lead the USACE team in Indonesia for continuity and to assist the USAID project team. The individual, or USACE Project Manager, will be the key contact person between USACE and USAID and will report principally to the USAID mission manager for the road reconstruction. The Project Manager will also assist the USAID project team to manage and coordinate field activities. In addition, the Project Manager will assist the USAID project team in conducting design reviews, performing field inspections and determining adherence to contract specifications on technical issues concerning contract procurement and other duties as may arise. Specific duties may include, but are not limited to, the following:

- Manage all USACE activities including an environmental assessment in Indonesia which was previously contracted under PASA II and is a proposed work under this PASA III.
- Provide support to USAID for the management of the Design-Build and the A-E design/construction administration contractor teams.
- Assist USAID in reviewing design and specification documents and any other deliverables submitted by the Design-Build and A-E contractors. The principal work in review of the A-E design for the balance of the road will be accomplished by the Technical Review Team, identified in the paragraph titled "Technical Review Team".
- Advise on modifications to the RFP/SOW/Contract Amendments/Change Orders, as necessary.
- Assist USAID in reviewing contractor payment requests and estimates.
- Provide support to identify office needs and help establish an Aceh Reconstruction Team (ART), as part of the USAID team for the road reconstruction.

- Assist USAID in identifying support and logistic requirements.
- Assist in writing up Project Activity Reports, necessary to document the progress of the work.
- Participate and provide technical support in the procurement process and strategy.
- Assist in providing information to Government of Indonesia (GOI) and USAID Senior Management on project progress and facilitate GOI and other donor coordination, if necessary.

The individual filling this position is currently anticipated to be located both in Jakarta and Banda Aceh, as required, to perform project responsibilities. This position is expected to be required for approximately **nine (9)** months starting in September 2005 as funds are made available. The individual will be predominantly stationed in Jakarta and will work closely with the USAID Mission managers.

2) Construction Manager (one)

The objective of this position is to support the USAID team in Indonesia by exercising oversight and administration of the Priority Construction. In consultation with the USAID team, the USACE Construction Manager provides support for design reviews, oversees the contractor's adherence to contract requirements, and assists in technical and other issues that may arise. The Construction Manager will deal principally with the senior engineer from USAID, assigned to Aceh. Specific duties may include, but not limited to, the following:

- Assist USAID team in oversight of the Priority Construction design-build contractor.
- Provide guidance to contractor in adhering to environmental and safety regulations.
- Provide management support for the environmental assessment activities.
- Assist USAID in reviewing design and specification documents and any other deliverables submitted by contractors.
- Advise on modifications to the RFP/SOW/Contract Amendments/Change Orders, as necessary.
- Assist USAID in reviewing contractor payment requests and estimates.
- Provide support to identify office needs and help establish an Aceh Reconstruction Team (ART), as part of the USAID team for the road reconstruction.
- Assist USAID in identifying support and logistic requirements.
- Assist in writing up Project Activity Reports, necessary to document the progress of the work.
- Participate and provide technical support in the procurement process and strategy.
- Assist in the preparation of briefing information for GOI and USAID Senior Management on project progress and facilitate GOI and other donor coordination, if necessary.

This position is currently expected to be both in Jakarta and Banda Aceh to perform project responsibilities. This position is expected to be for approximately **nine (9)** months starting in October 2005, or as funds are made available. The individual will be predominantly stationed in Banda Aceh and will work closely with the USAID senior engineer assigned to the USAID project team.

3) Technical Review Team (3-6 members)

USAID is currently anticipating support from a design review team comprised of 3 to 6 team members, depending on the stage of design submitted for review. This team is expected to perform the design reviews in Jakarta (with the exception of the 100% submittal which will be reviewed in Honolulu). The review team may comprise of the following:

- Civil engineers (including pavement specialist) – two
- Geotechnical Engineer/Pavement Engineer – one
- Hydraulic Engineers – Two
- Structural Engineers – two
- Environmental Specialist - one

(Note, this team may be augmented by personnel from USACE already assisting USAID in Indonesia and is described in Task 2, below)

For an Invitation for Bid (firm fixed price) acquisition, a complete and thorough design document is critical. For this reason, the team is expected to conduct a pre-design meeting with the A-E, a major review at the 35% stage, a design progress review, a major review at the 90% design review stage, and a back-check review at the 100% stage. With the exception of the 100% back-check review, it is anticipated that these efforts will occur in Jakarta. However, there is flexibility to perform these efforts in close proximity with the contractor's (A-E) design team location. Thus the team may be required to travel to Jakarta, Aceh, or some other destination as necessary. The purpose of these meetings/reviews is to ensure that the IFB package developed by the AE is of sufficient detail and quality to allow for successful acquisition, with a completed project high in quality, minimizing cost and time growth. It is essential that this design work not be suspended and reviews are conducted promptly and professionally.

The expected period for the pre-design meeting is 2 to 3 working days. The expected period for the 35% is approximately 10 working days. Since the purpose of this review is to ensure that the A-E's design strategies and concept designs are in compliance with the contract, the review team shall consist of only one engineer/specialist per discipline. In addition, a full detailed review of the completed hydraulic design will be done at this stage. This is critical in order to allow for proper progress towards 90% structural and civil design of the bridges/culverts/drainage features. Prior to finalizing the schedule of the 90%

Review, a “Design Progress Review” will be conducted at the designer’s office, currently envisioned to be in Jakarta. The intent of the 4 day period is to determine whether the A-E has made sufficient progress to warrant the full and extended 90% review. If not, the 90% review will be re-scheduled until confirmed that work has been satisfactorily completed. The 90% design review is expected to take approximately 15 working days. Due to the expected immense size of the design, multiple reviewers will be required in the Civil, and Structural disciplines. The 100% review will be conducted to ensure that all issues have been properly resolved. The 100% review will be performed with the same reviewers as the 90% stage and is planned to be accomplished in Honolulu per direction from USAID Jakarta.

Review responsibilities will include reporting to USAID on directions, clarifications and possible issues of concern that may arise. Constructive feed back is considered an essential element of this work effort. Selected USACE team members should be identified to USAID in advance. The team shall be required to mobilize based on the USAID approved design schedules by the design contractor. The team members must be flexible in capabilities, have excellent technical skills and possess the ability to work long hours to assist moving this important project forward.

The review team will prepare and submit their review comments to USAID team two days prior to the end of the 35% review period. The A-E design team shall review all comments within one day. The reviewers and the A-E designers will meet face-to-face on the final day to discuss the review comments and discussions will focus on any AE non-concurrences to ensure that the direction is completely agreed upon and resolved between the A-E and the USAID teams. Three days prior to the end of the 90% review period, the review team shall prepare and submit their review comments to the USAID team. The A-E design team shall review all comments within 2 days. The reviewers and the A-E design team will meet face-to-face on the final day and discuss any comments that require resolution. The review team will be available by conference call during the ongoing design to assist the AE team. The team is expected to review project background information and prepare a review report (reviewed by USAID) prior to their departure from the review location.

4) Reach Back Support

USAID anticipates that further technical support will be needed from the USACE home office that may include traveling of technical members to Indonesia to support project activities. These activities are above and beyond the activities presented earlier. The primary objective of this task is to provide continued support to the project on specific issues that was not addressed in the above tasks. The additional tasks may include:

- Mapping support
 - 1) Review of geospatial Scope of Work (SOW) documents submitted by USAID, its customers, or its contractors, to include compliance with standards, datum, and format.
 - 2) On site geospatial data collection of any road and/or environmental feature related to this project, including providing required equipment and assuring necessary accuracy.
 - 3) GIS analysis and cartographic production for USAID required support, utilizing the proper software and format specified by USAID.
 - 4) Printing of all requested maps in paper sizes ranging from 8.5” x 11 to 34” x 44”.
 - 5) Assistance with remote-sensing and aerial/satellite imagery procurement.
- Environmental monitoring and quality assurance
 - Additional undefined support beyond the current scope contracts and monitoring activities.
- CAD Design quality assurance
 - Ensure that CADD files are delivered in MicroStation (dgn) format and meet A/E/C CADD standards and in the same coordinate system as the GIS deliverables.
- Review of the road maintenance plan and cost estimate
 - Ensure that any maintenance plan and estimate are fully coordinated with the Government of Indonesia.
- Construction quality assurance support
 - Additional quality assurance personnel and analysis above the manpower required for the Construction Manager identified above.
- Logistic support
 - Any additional analysis required for engineering and estimating for construction of features necessary to support the Aceh Reconstruction Team office.
- Technical support during final hand over of road segments
 - Additional engineering and construction support required to review the Priority Construction for final acceptance.

For cost estimating purpose, USAID estimates that 6 different individuals could be used for a maximum period of one month during the 9 month span of this PASA agreement (or 6 man-months in Jakarta). The cost estimate includes international

travel (to Indonesia – Jakarta and Aceh) related costs for up to 4 individuals for one week (or 4-man weeks, half in Jakarta and half in Aceh).

5) Project Management

The objective of this task is to identify the management team from USACE directly supporting the USAID project team for the road reconstruction activities. The USACE project management will provide overall management support to the USACE project team in Indonesia to maintain regular communication, identify resources, if needed, establishing interagency agreements and modifications, financial reporting, and other project management responsibilities. The continued home office project management support will also include reporting to USAID and USACE management, coordinating work completions, funding for all team members, financial management, travel management, and management of other resources outside of the Honolulu District.

Additional funds are provided for estimated services and supplies to support the reconstruction activities.

Task No. 2: Supplemental Funding to Complete Environmental Assessment:

USAID and USACE determined that the AMDAL (environmental analysis and assessment) documents required and approved by the Government of Indonesia (GOI), require more detailed information than originally scoped. The primary reason for this additional scope is attributable to the recent planning level realignment of the road from Banda Aceh to Meulaboh. In addition, the efforts to “shepherd” the project through the GOI process in order to keep the project on schedule is more intensive than originally scoped. Accordingly, USAID is proposing the following “in scope” changes to the U.S. Army Corps of Engineers, Honolulu District (POH) contract with Wil Chee Planning and Environmental, Inc. (WCP) and ERM-Indonesia and are considered essential to meet the Indonesian regulations and keep the project on schedule. These additions include:

- a. **Extension of overall schedule.** The project management and technical team involvement will be extended to accommodate the later submittal of the documents to the GOI, to work with the GOI through the final approval and to provide “overlap” with the A-E consultant to ensure the A-E fully understands the requirements of the environmental documents.
- b. **Increased Indonesian Support.** The public involvement and coordination with the GOI aspect of this contract is much more intensive than originally scoped. USAID and POH have determined that one additional person is needed to solely focus on the public coordination/meetings and interaction with the Government of Indonesia.
- c. **Additional studies – Indonesian Laws and Regulations.** GOI is requiring additional sampling for soil surveys, water quality sampling and air quality

sampling for the AMDAL documents. This will require an increase in the number of field staff and an increase in the number of sampling days.

- d. **Environmental Baseline Map Book.** A map book will be developed to show the baseline environmental information. This will be an important tool for explaining the environmental issues to the GOI, The Ambassador, other USAID key personnel, the A-E consultant and contractors, and the public. Two versions of the baseline map book are included in the contract modification: the present version is used to determine what field sampling to conduct; and the final version incorporates field sampling data.
- e. **Over the Shoulder Review Meetings.** During the review of documents submitted early in the process, USAID and USACE has determined that the sequential reviews by USAID and GOI are difficult to resolve without being face-to-face, especially in considering Indonesian translation of English documents. In order to expedite the review of the AMDAL documents to keep the submittals on schedule, the government and contractor will hold two review meetings where all reviewers (USAID, USACE, GOI personnel, and ERM staff) will meet to resolve conflicting comments and provide guidance on difficult issues or translation. The goal of the meeting is to have a document that is ready to go to print and final submittal by the end of the meeting. In addition, the designated POH environmental specialist may be called upon to participate in reviews of the design documents prepared by the A-E to assure that conditions specified in the Environmental Assessment have been properly addressed.
- f. **GOI PER DIEM.** GOI regulations require that GOI employees be paid a “per diem” for travel and field work by the applicant for activities solely associated with the AMDAL development of the document. Ensuring that GOI employees review the field work and are involved in critical meetings (such as the above mentioned “over-the-shoulder” meetings) is essential to keep the project on schedule.

SUMMARY REQUEST

USACE provides a fee schedule to provide support for the tasks specified above. The fee schedule provides a cost breakdown of each of the tasks. Within 30 days of the submission of the fee schedule, abbreviated biographies of each individual assigned to the work shall be provided.

ANNEX B

PASA III BUDGET
Tasks 1 through 2

<u>Tasks</u>	<u>Labor</u>	<u>Contracts</u>	<u>Travel/ Expenses</u>	<u>Reproduction</u>	<u>Sub-Totals</u>
Task 1.1	\$222,300		\$69,951		\$292,251
Task 1.2	\$222,300		\$58,695		\$280,995
Task 1.3	\$311,895		\$117,400		\$429,295
Task 1.4	\$115,800		\$18,812	\$3,000	\$137,612
Task 1.5	\$88,800		\$80,047		\$168,847
Task 2	\$73,000	\$80,000	\$10,000		\$163,000
Sub-Totals	\$1,034,095	\$80,000	\$354,905	\$3,000	\$1,472,000
Grand Total					\$1,472,000

**TASK No. 1.1 & 1.2
Project Manager/Design
Manager & Construction
Manager**

Discipline	Hours	Hourly Rate	Total Cost	Travel	Trips	Days	P/D	Air Fare	Total	
Design Manager										
1	GS 13 Civil Engineer (DM)	1710	\$130	\$222,300	HNL to Jakarta (rd trip)	3	260	\$ 50,700	\$ 9,000	\$ 59,700
					Jakarta to Banda Aceh (rd trip)	9	27	\$ 3,051	\$ 7,200	\$ 10,251
				Sub-Total						\$ 69,951
				Salary + Travel				\$ 292,251		

Discipline	Hours	Hourly Rate	Total Cost	Travel	Trips	Days	P/D	Air Fare	TOTAL	
Construction Manager										
1	GS 13 Civil Engineer (CM)	1710	\$130	\$222,300	HNL to Jakarta (rd trip)	3	60	\$ 11,700	\$ 9,000	\$ 20,700
					Jakarta to Banda Aceh (rd trip)	9	215	\$ 24,295	\$ 7,200	\$ 31,495
					Mainland to Honolulu	2		\$ 2,000	\$ 2,000	\$ 2,000
					Singapore - Visa Renewal	9		\$ 500	\$ 4,500	\$ 4,500
										\$ 58,695
				Salary + Travel				\$ 280,995		

Summary for Task 1.3 Technical Review Team

	Salary	Travel	Sub-Totals
Pre-Design Meeting	\$37,125	\$16,386	\$53,511
Design Review in Jakarta for 35% Submittal	\$69,500	\$28,426	\$97,926
Design Progress Review in Jakarta	\$29,250	\$15,090	\$44,340
Design Review in Jakarta for 90% Submittal	\$139,620	\$52,211	\$191,831
Design Review in Jakarta for 100% Submittal	\$36,400	\$5,288	\$41,688
Sub-Totals	\$311,895	\$117,400	\$429,295
Grand Total			\$429,295

Assumptions:

1. Design Progress Review is recommended to ensure that proper progress towards a (90% submittal) is on schedule. If the AE is behind schedule, then the 90% review can be delayed for an appropriate amount of time. The cost for this effort is included in this fee estimate, and is not included in the Reach Back costs.
2. Cost for the Environmental reviewer is included under Task 2 of this PASA.
3. David Wong will participate as the Structural Engineer at the Pre-Design Meeting and 35% review.
4. 2 Hydraulic Engineers are required at the 35% stage due to volume of design documents.
5. 2 Structural Bridge reviewers are required at the 90% and 100% stages due to volume of design documents.
6. 100% review stage will be conducted in Honolulu.
7. Travel Compensatory time is included in the Labor data.
8. Total costs for the review will be adjusted if the Jakarta reviews are performed elsewhere.
9. If the Pre-design meeting and 35% reviews are not in Jakarta, a separate structural reviewer will be required. The fee quotes for the pre-design meeting and the 35% review will be adjusted to add this reviewer.

Task 1.3 a
Est. Cost for COE Review
Pre-Design Meeting in Jakarta

Airfare					\$3,000
Per Diem/Miscellaneous	No. of Days	Rate	Sub-Total		
Leave Friday	1	\$71	\$71		
Overnight in Singapore	1	\$220	\$220		
Late Sep. 05	6	\$216	\$1,296		
Overnight in Singapore	1	\$220	\$220		
Return to Honolulu Sunday	1	\$71	\$71		\$1,879
Miscellaneous Expense					\$250
			Travel/Person		\$5,129
Number of People Traveling	3		Travel 3 People		\$15,386
<i>See note c below.</i>		<i>Add Travel 1 from CONUS</i>			\$1,000
			total travel		\$16,386
Labor per team member					\$12,375
3 Person Team			total labor		\$37,125
Pre-design meeting - Civil Road, Civil Hydrologist, Geotech. (Supplemented by Structural Engineer and USAID Environmental Personnel)					
GRAND TOTAL:					\$53,511

- a. Depart Honolulu on a Friday to work in Jakarta on Monday.
- b. Fly from Jakarta to Home on a Saturday to allow 1 full work week.
- c. Civil Highway team member from CONUS. So higher round trip cost.
- d. IFB Document quality critical in controlling cost and time growth. We will ensure that the AE understands this upfront.

Task 1.3 b
Est. Cost for COE Review
Design Review in Jakarta for 35% Submittal

Airfare					\$3,000
Per Diem/Miscellaneous	No. of Days	Rate	Sub-Total		
Leave Friday	1	\$71	\$71		
Overnight in Singapore	1	\$220	\$220		
January 2006 for 2 full weeks	14	\$216	\$3,024		
Overnight in Singapore	1	\$220	\$220		
Return to Honolulu Sunday	1	\$71	\$71		\$3,607
Miscellaneous Expense					\$250
			Travel/Person		\$6,857
Number of People Traveling	4		Travel 4 People		\$27,426
<i>See note c below.</i>		<i>Add Travel</i>	<i>1 from CONUS</i>		\$1,000
			total travel		\$28,426
Labor per team member					\$17,375
4 Person Team			total labor		\$69,500

For 35% Civil Road, 2 x Hydraulic, Geotech. Hydraulic Design must be completed at this 35% submittal, in order to establish the basis for the structural design requirements. (Supplemented by Structural Engineer and Environmental)

GRAND TOTAL: \$97,926

NOTES:

- a. Depart Honolulu on a Friday to work in Jakarta on Monday.
- b. Fly from Jakarta to Home on a Saturday to allow 2 full work weeks.
- c. Civil Highway team member from CONUS. So higher round trip cost.

Task 1.3 c
Est. Cost for COE Review
Design Progress Review in Jakarta

Airfare					\$3,000
Per Diem/Miscellaneous	No. of Days	Rate	Sub-Total		
Leave Friday	1	\$71	\$71		
Overnight in Singapore	1	\$220	\$220		
April 2006 for 1 full week	4	\$216	\$864		
Overnight in Singapore	1	\$220	\$220		
Return to Honolulu Sunday	1	\$71	\$71	\$1,447	
Miscellaneous Expense				\$250	
			Travel/Person	\$4,697	
Number of People Traveling	3		Travel 3 People	\$14,090	
<i>See note c below.</i>		<i>Add Travel</i>	<i>1 from CONUS</i>	\$1,000	
			Total Travel	\$15,090	
Labor per team member				\$9,750	
3 Person Team			subtotal labor	\$29,250	

For Design Progress Review, Civil Road, Structural, Geotech to ensure satisfactory progress made towards an acceptable 90% product. 90% review can be delayed if insufficient progress found.

GRAND TOTAL: \$44,340

NOTES:

- a. Depart Honolulu on a Friday to work in Jakarta on Monday.
- b. Fly from Jakarta to Home on a Saturday to allow 3 full work weeks.
- c. 1 Civil Highway team members from CONUS. So higher round trip cost.

Task 1.3 d
Est. Cost for COE Review
Design Review in Jakarta for 90% Submittal

Airfare				\$3,000
Per Diem/Miscellaneous	No. of Days	Rate	Sub-Total	
Leave Friday	1	\$71	\$71	
Overnight in Singapore	1	\$220	\$220	
April 2006 for 3 full weeks	21	\$216	\$4,536	
Overnight in Singapore	1	\$220	\$220	
Return to Honolulu Sunday	1	\$71	\$71	\$5,119
Miscellaneous Expense				\$250
			Travel/Person	\$8,369
Number of People Traveling	6		Travel 6 People	\$50,211
<i>See note c below.</i>		<i>Add Travel</i>	<i>1 from CONUS</i>	\$2,000
			Total Travel	\$52,211
Labor per team member				\$23,270
6 Person Team			subtotal labor	\$139,620
For 90% Civil Road x 2, Hydraulic, Geotech, Structural x 2 (Cost for Environmental Review included under Task to of this PASA)				
GRAND TOTAL:				\$191,831

NOTES:

- a. Depart Honolulu on a Friday to work in Jakarta on Monday.
- b. Fly from Jakarta to Home on a Saturday to allow 3 full work weeks.
- c. 1 Civil Highway team members from CONUS. So higher round trip cost.

Task 1.3 e
Est. Cost for COE Review
Design Review in Honolulu for 100% Submittal

Per Diem/Miscellaneous Honolulu	No. of Days	Rate	Sub-Total	
Leave Friday	1	\$72	\$72	
1 full week	6	\$225	\$1,350	
Return to Honolulu Sunday	1	\$72	\$72	\$1,494
Miscellaneous Expense				\$150
		per diem sub per person		\$1,644
Number of People Traveling	2			\$3,288
<i>See note a. below.</i>		<i>Add Travel</i>	<i>2 from CONUS</i>	\$2,000
			Total Travel	\$5,288
Number of People Traveling				
Labor per person for CONUS Reviewers		2	\$7,800	\$15,600
Labor per person for Honolulu Reviewers		4	\$5,200	\$20,800
5 Person Team				\$36,400
For 100% Civil Road x 2, Hydraulic, Geotech, Structural x 2 (Cost for Environmental Review included under Task to of this PASA)				
GRAND TOTAL:				\$41,688
			Fee Quote	\$41,688

a. 2 Civil Highway team members from CONUS.

**TASK 1.4 Reach Back
Support, Deployed
Individuals & Project
Management**

Number	Grade	Position	Hours	Hourly Rate	Total Cost
1	GS 13	Geo Tech Engineer	160	\$130.00	\$20,800
1	GS 13	Civil Engineer	80	\$130.00	\$10,400
1	GS 13	Supv Structural Engineer	80	\$130.00	\$10,400
1	GS 13	Supv Civil Engineer	80	\$130.00	\$10,400
1	GS 11	Geographer	240	\$80.00	\$19,200
1	GS 13	Cost Engineer	120	\$120.00	\$14,400
1	GS 12	Structural Engineer	80	\$100.00	\$8,000
1	GS 12	Hydrologic Engineer	80	\$100.00	\$8,000
1	GS 12	Hydraulic Engineer	60	\$100.00	\$6,000
1	GS 12	Civil Engineer	30	\$100.00	\$3,000
1	GS 13	Hydraulic Engineer	40	\$130.00	\$5,200
			1050		\$115,800

NOTE: The number of hours are equivalent to 6 man-months, although in various disciplines

Reproduction

Lump Sum **\$3,000**

Travel

	Trips	Days	P/D Per Person	Air Fare	Number of Persons	TOTAL
HNL to Jakarta (rd trip)	1	4	\$864	\$3,000	4	\$ 15,456
Jakarta to Banda Aceh (rd trip)	1	3	\$339	\$500	4	\$ 3,356
				Sub-Total		\$ 18,812

NOTE: Four persons Honolulu to Jakarta (4 days) + Banda Aceh (3 days) round trip.

TASK 1.5 - Project Management

Grade	Position	Hours	Hourly Rate	Total Cost
Project Management				
GS 9	Program Analyst	160	\$75.00	\$12,000
GS 14	Senior Project Manager	200	\$150.00	\$30,000
GS 13	Project Manager	360	\$130.00	\$46,800
		720		\$88,800
	Logistic Support			\$ 80,047
	Total			\$ 168,847

Notes: Established based on:

- a. Senior Project Manager: 6 Man hours per week
- b. Project Manager: 10 Man hours per week
- c. Program Analyst: 1 Month effort in financial transactions

TASK 2 - Supplemental Funding to Complete Environmental Assessment

Environmental Personnel

Grade	Position	Hours	Hourly Rate	Total
GS 12	Biologist - Design Reviews	350	\$100.00	\$35,000
GS 12	EA Monitoring	200	\$100.00	\$20,000
Various	Reach Back	100	\$100.00	\$10,000
	Salary Total			\$65,000
	Labor			\$65,000

Travel	Trips	Days	P/D Per Person	Air Fare	TOTAL
HNL to Jakarta (rd trip)	1	20	\$4,420	\$3,000	\$7,420
Jakarta to Banda Aceh (rd trip)	1	10	\$1,250	\$1,000	\$2,250
Misc Expenses					\$330
				Total Travel	\$ 10,000
					\$ 10,000

Contract Modification	\$80,000	
Contracting Labor		\$3,000
EC-E Negotiating Modification		\$5,000
Sub-totals	\$80,000	\$8,000

Grand Total \$163,000

- Task 2:

 - a. Extension of Overall Schedule.
 - b. Increased Indonesia Support.
 - c. Additional Studies - Indonesian Laws and Regulations
 - d. Environmental Baseline Map Book.
 - e. GOI Per Diem.

**GENERAL AGREEMENT
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
THE DEPARTMENT OF ARMY,
U.S. ARMY CORPS OF ENGINEERS**

A. PURPOSE OF AGREEMENT

This General Agreement (Agreement) between the United States Agency for International Development (USAID) and the Department of Army, U.S. Army Corps of Engineers (USACE), establishes a framework under which USACE will provide Requested Services (as defined below) to USAID and its partners as USAID may request from time to time.

B. AUTHORITY

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).

C. TERM OF AGREEMENT

Except as USAID and USACE (individually, Party; collectively, the Parties) may otherwise agree in writing, this Agreement will be in effect indefinitely.

D. SCOPE

USACE will furnish technical services to USAID or its partners as USAID may request and USACE agrees to perform. Such services may include but are not limited to: integrated water resources management studies (navigation and shore protection, port facilities, flood damage reduction, environmental restoration, water supply, recreation, water quality, hydropower); sedimentation studies; dam safety analyses and recommendations for national dam safety programs; planning methods and tools for water resources managers; participatory and consensus building methods for water resources management; institutional and organizational arrangements for water resources management; environmental assessments; environmental planning and mitigation; socioeconomic impact and risk assessments; flood hydrology and forecasting and floodplain management recommendations; ecosystem restoration; toxic and hazardous waste remediation; disaster planning and response; preparation of hurricane and typhoon evacuation plans; remote sensing and geographic information systems (GIS); control of nuisance aquatic vegetation; infrastructure analysis; and design and construction management services. USAID shall describe the specific services it wishes USACE to perform (Requested Services) in an interagency agreement substantially in the form attached hereto as Attachment 1 (Interagency Agreement or IAA), which USAID will submit to USACE. USACE shall commit to perform the Requested Services by signing the proposed IAA and returning it to USAID for signature and obligation of funds.

E. FISCAL TERMS

1. This Agreement does not constitute an obligation of funds by USAID or USACE. Upon signature by USAID and USACE, the IAA will constitute a binding agreement between the Parties and an obligation by USAID of the funds specified as the Total Obligated Funding (as defined below) in the IAA. USACE will furnish the Requested Services in accordance with the IAA.

2. Each IAA will set forth a detailed schedule whereby USAID will reimburse USACE for furnishing the Requested Services. Each IAA will contain a detailed budget and will set forth the total amount to be obligated under such IAA which shall include all reasonably estimated costs associated with USACE's provision of Requested Services under the IAA ("Total Obligated Funding" or "TOF"). In lieu of reimbursement, the Parties may agree to an advance of funds for Requested Services to the extent set forth in the IAA.

3. Unless USAID otherwise agrees in writing, funds obligated under the IAA are available only for expenditures under the IAA from the effective date of the IAA through the IAA Completion Date. "Completion Date" means the estimated date by which all USAID-financed Requested Services are projected to have been performed and all USAID-financed goods are projected to have been furnished as contemplated in the IAA. The Completion Date for an IAA shall be the date stated on the face sheet of the IAA, or such other date as the Parties may agree in writing.

4. Annex B of an IAA will set forth the budget for implementation of the IAA. Except as the Parties may otherwise agree in the IAA, within the total budget amount for the IAA, USACE may adjust individual line items, provided that (1) any adjusted line item does not change by more than 25 percent of the amount shown for that line item without prior notice sent to USAID and (2) USACE gives USAID written notice of all adjustments. Adjustments to the budget that exceed the agreed limit for any one line item for the IAA shall require the prior written notice sent to USAID.

5. USACE shall use the funds made available to it under an IAA for no purpose other than to cover costs incurred in carrying out the IAA under the terms and conditions of this Agreement. USACE shall be accountable to USAID for all funds made available to it under each IAA.

6. It is estimated that the total cost to USAID for the performance under an IAA shall not exceed the TOF set forth in the IAA and USACE agrees to perform the work specified in the IAA and all obligations under the IAA within such TOF. If at any time USACE has reason to believe that the costs that will accrue in performing the IAA in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 75 percent of the TOF in the IAA, USACE shall notify the USAID giving a revised estimate of the total price to USAID for performing the IAA with supporting reasons and documentation. When USACE makes this determination, USAID will determine whether (1) to devote additional funds to the project beyond the TOF in the IAA or (2) begin winding down the project so that it may be completed

within the TOF. When and to the extent that the TOF set forth in the IAA has been increased and such funds obligated, any costs incurred by USACE in excess of the TOF before the increase shall be allowable to the same extent as if the costs had been incurred after the increase in the TOF.

7. Upon receipt of notice pursuant to Paragraph 6 above regarding cost overrun notification, USAID may: (i) require the IAA to be amended to increase the TOF within 30 days or such other time as may be mutually agreed upon; (ii) require that the scope of the Requested Services under the IAA be amended to keep costs within the scope of the TOF; or (iii) terminate the IAA and require USACE to assign any Implementing Agreements under the affected IAA to USAID.

8. USACE will begin to formally close out an IAA after the physical completion of the IAA or the Completion Date, whichever occurs first. USACE will cooperate with USAID to expeditiously and properly document the close-out of the IAA. Except as USAID may otherwise agree in writing, USACE shall, not later than nine months following the Completion Date, submit to USAID requests for reimbursement or liquidation of outstanding advances under the IAA. Funds which have not been disbursed and for which reimbursement requests, with supporting documentation, have not been received by USAID as of nine months following the Completion Date of the IAA may be unilaterally deobligated by USAID.

9. USACE shall ensure that all statutory or other restrictions on expenditures of the funds obligated pursuant to an IAA are fully complied with.

10. If after execution of an IAA, either party determines it no longer requires or cannot perform the Requested Services based on financial, policy or legal reasons, such Party shall promptly notify the other Party.

11. USAID will pay actual project costs incurred by USACE under each IAA up to the TOF. In the event such costs incurred by USACE exceed the TOF, USAID agrees to pay such costs from legally and programmatically available funds, provided that USACE has materially complied with notification requirements set forth in Paragraph 6 of this Article relating to cost overruns and Paragraph 5. If, in such case, USAID has no funds legally and programmatically available funds to pay such costs, USAID will use reasonable efforts to request from the relevant USAID appropriations committees in Congress additional appropriations to pay for such costs that remain unpaid.

12. In the event actual project costs incurred by USACE exceed the TOF, and USACE has failed to comply materially with the requirements in Paragraph 5 of this Article or the notification requirements set forth in Paragraph 6 of this Article relating to cost overruns, responsibility for payment of such costs will be determined in accordance with applicable law.

F. PAYMENT

1. USACE shall bill USAID through the Intra-governmental Payment and Collection system or by submitting a Standard Form 1081 (SF-1081) addressed to the USAID paying office identified in the IAA.

2. USACE will submit a financial report to the paying office with each billing to itemize expenditures to the level of detail specified in the budget of the IAA and at the interval specified in the IAA.

3. USACE shall bill USAID as provided in each IAA. The amount billed will be determined by USACE and will be billed for an expenditure transfer into an account administered by USACE and for which USACE provides fiscal reports to OMB and/or the Department of Treasury. This amount will be treated by USAID as an advance and will be expended based on the periodic financial reports, described below, detailing the implementation of the IAA.

4. The financial reports submitted for liquidation of advances or requests for reimbursement shall, as provided in the IAA, contain current period and cumulative amounts as follows:

Budget Line Item	Budget Amount	Current Period Disbursements	Cumulative Disbursements	Remaining Budget Balance
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5. USACE shall use the categories of obligations and expenditures set forth in Annex B of the IAA. USACE shall provide this information both in summary form for the entire IAA and separately by country, if appropriate.

6. The financial reports will be used to liquidate the advance authorized by this Agreement. USACE shall submit its periodic financial report within 30 days after the end of the applicable reporting period. The original report must be signed by an authorized official of USACE billing office.

G. REPORTS

USACE shall prepare and submit detailed periodic progress, technical and financial and other reports as required under this MOA, including as specified in each IAA. Financial reports shall include information on all funds received, obligated and expended and on forecast obligations and expenditures.

1. The title page of all reports submitted pursuant to this Agreement and relevant IAA shall include a descriptive title, the author's name(s), Award Number, activity number and title, USACE's name, name of the USAID Cognizant Technical Office, and the publication or issuance date of the report.

2. When preparing reports, USACE shall refrain from using elaborate artwork, multicolor printing and expensive paper/binding, unless it is specifically authorized to do so in this Agreement or an IAA.

3. The metric system of measurements shall be used for specifications that are contained in reports unless USAID determines in writing that such use is impractical or is likely to cause significant inefficiencies or the loss of markets to United States firms.

4. Unless otherwise provided in the IAA, USACE shall prepare and submit the indicated number of copies of the following reports to the persons and offices as stated:

a. Quarterly Report: Within 45 days following the end of the quarterly period being covered, USACE shall submit a report which shall address status of the work under an IAA, indicating progress made with respect to the goals set forth in an IAA and 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. Expenditure status should include actual (or estimated, if actual expenditures are not available) expenditures during the quarter and anticipated expenditures for the next quarter. Actual expenditures should be accompanied by copies of corresponding billing notices and vouchers.

Distribution:

USAID IAA Agreement Officer -- 2 copy
USAID IAA Cognizant Technical Officer -- 2 copies
PPC/CDIE/DIO -- 2 copies

b. Notice of Personnel Action: Not later than 15 days after the effective date of personnel action(s) that will substantially affect the budget or the implementation of an IAA, USACE shall notify USAID of the personnel action(s), including the identity of the person involved and the effects USACE believes the personnel action(s) will have.

Distribution:

USAID IAA Agreement Officer -- 1 copy
USAID IAA Cognizant Technical Officer -- 1 copy

c. Final Report: Within 60 days following the Completion Date, USACE shall submit a final report that summarizes USACE's accomplishments under the IAA and recommendations, if any, for subsequent activities.

Distribution:

USAID IAA Agreement Officer -- 1 copy
USAID IAA Cognizant Technical Officer -- 2 copies
PPC/CDIE/DIO -- 2 copies

When PPC/CDIE/DIO is indicated above as a recipient in the distribution of reports, its copies should be sent to the following address or such other address as USAID may indicate in writing:

PPC/CDIE/DIO
 United States Agency for International Development
 1300 Pennsylvania Avenue, NW
 Washington, D.C. 20523-6802

5. USACE shall provide USAID with copies of all evaluation or other reports generated by Federal or outside sources.

H. COMMUNICATIONS

The principal representative ("Principal Representative") of each Party will serve as its central point of contact on matters relating to this Agreement. The Principal Representative will be the person serving in the capacity as set forth below:

USAID
 Environmental and Natural
 Resources Advisor
 EGAT/NRM
 3.07.034 RRB
 1300 Pennsylvania Avenue, NW
 Washington, DC 20523

USACE
 Interagency Services Coordinator
 Interagency and International
 Services Division
 Military Programs Directorate
 Headquarters, USACE
 441 G Street, NW
 Washington, DC 20414-1000

I. PERSONNEL

1. USACE Responsibilities - USACE has full responsibility for performing the Requested Services, including staffing, supervision, backstopping, promotion, and reporting, subject to general guidance from USAID. USACE personnel remain on USACE's employment rolls, and subject to USACE's position ceilings and regular promotion procedures. USACE personnel assigned in the United States operate under the rules and regulations of USACE unless otherwise required by law or USAID regulations. USACE is responsible to perform all administrative and supervisory duties required for its employees. USACE personnel assigned overseas shall be subject to Department of Defense personnel regulations. They shall also use their best efforts to comply with all pertinent USAID regulations and policies. USAID Automated Directive System (ADS) Chapter 306 applies to USACE personnel providing the Requested Services. Before USACE personnel may undertake an overseas assignment, USACE shall make the necessary administrative arrangements, including all predeparture clearances (e.g., health (including medical waivers), security, language training and testing, and orientation).

2. Limitations - Except as specifically provided in writing by USAID, USACE personnel shall not officially represent USAID at any function; approve policy documents; supervise USAID employees; negotiate, review, or sign contracts on behalf of USAID; certify vouchers; select or recruit USAID employees; or prepare USAID funding or budget documents. Unless USAID agrees otherwise in writing, USACE personnel will not work primarily in USAID offices.

3. Post of Assignment – All USACE United States citizen direct-hire employees and/or military personnel stationed overseas and funded by an IAA are entitled to the same types of support and privileges and immunities as equivalent USAID United States citizen direct-hire employees at the same post. If there is no agreement providing for privileges and immunities between the United States and the host country, USAID will use its best efforts in helping USACE personnel to obtain adequate privileges and immunities. However, support for such USACE employees may not come from the same source as support for USAID direct-hire staff. For example, in some instances, housing for USACE employees may be provided by a host-country institution rather than by USAID or the Embassy as for USAID employees. In any event, USACE employees' housing and facilities are to be equivalent to those provided to comparable USAID United States citizen direct-hire employees. USACE employees stationed overseas will receive the same APO, Commissary, PX, and club privileges as USAID United States citizen direct-hire employees when allowed by the regulations of the organization to which the facility is attached. USACE employees and their dependents are entitled to the same health benefits as USAID direct-hire employees.

4. Time and Attendance Records – Unless USAID otherwise agrees, USACE personnel serving overseas are responsible for forwarding their time and attendance records to USACE for record keeping and for the processing of salary payments. If requested by USAID, USACE shall provide to USAID a copy of the time and attendance records for personnel named in the request.

5. Standards of Conduct – USACE personnel and their dependents are required to maintain high standards of personal conduct expected of United States Government officials representing the United States overseas. Failure to do so may lead to disciplinary action.

6. Termination - If for any reason, USAID curtails, revises or terminates programs or strategic objectives for which Requested Services are being performed, USAID may unilaterally determine which categories of USACE personnel are to be retained. If USAID no longer needs the services of USACE personnel, USAID will notify USACE in writing at least 45 days in advance.

J. CONTRACTING UNDER THIS AGREEMENT

USACE may provide the Requested Services itself or through one or more contracts, grants or other agreements with third parties (Implementing Agreements). Unless the Parties agree otherwise in the IAA, all Implementing Agreements and the choice of the implementers for Implementing Agreements shall be subject to USAID prior written approval.

K. DISPOSITION OF RECORDS AND PROPERTY WHEN A USAID-FUNDED ACTIVITY TERMINATES

1. Records (Other Than Property Records) - Responsibility for maintenance of records and their final disposition rests with USACE.

2. Property -

a. Outside the United States: All USAID-funded property under the control of USACE on termination of an IAA shall be turned over to the host government, the USAID Mission or a third party in furtherance of this Agreement as determined by USAID pursuant to agency policy.

b. In the United States: When USAID no longer needs property financed under an IAA, USACE, subject to USAID agreement, will:

- credit USAID the depreciated value of the property,
- return it to USAID, or
- otherwise dispose of it.

3. Disposition of Property Records - Aside from any specific record keeping policies of USACE, USACE shall maintain itemized property records on all nonexpendable items purchased pursuant to this Agreement costing more than \$500 each. The records will include, at a minimum, the description, date acquired, from whom, cost, present location and condition.

L. COMMUNICATIONS PRODUCTS

Unless USAID approves otherwise in writing, the following requirements shall apply to any printed material (other than noncolor photocopy material), photographic services or video production services ("Communications Products") prepared pursuant to this Agreement:

1. USACE shall follow USAID-established standards for Communications Products financed by USAID. A copy of the USAID standards may be obtained from USAID on request.

2. The following Communications Products shall be eligible for USAID financing under this Agreement only if they are approved in writing by the USAID Bureau for Legislative and Public Affairs:

a. Any Communications 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.)

b. Any Communications Products that will be sent directly to, or are likely to be seen by, a Member of Congress or Congressional staffer.

c. Any Communications Products of which more than 50 percent of the copies will be distributed in the United States (excluding copies provided to USAID/PPC/CDIE and other USAID/Washington offices for internal use).

M. PROCUREMENT

USACE will administer the funds provided under an IAA (including procurement and monitoring actions) in accordance with its own procedures, except as provided in this Agreement or as USAID may otherwise agree in writing.

N. BOOKS AND RECORDS

USACE shall keep full and complete records and accounts with respect to the funds made available to it under this Agreement in accordance with generally accepted U.S. Government accounting principles. USACE shall require that all contractors or grantees financed under an IAA maintain books and records related to the IAA in accordance with generally accepted accounting principles as formally prescribed by the United States, the host country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants). USACE shall ensure that all such books and records of all contractors and grantees financed under an IAA may be audited by USACE, USAID, or other authorized U.S. Government official for a period of three (3) years from the expiration of the contract or grant.

O. INSPECTOR GENERAL ACT OF 1978

Audit and inspection requirements as set forth in the Inspector General Act of 1978, as amended, (the "Act") shall apply with respect to the funds transferred under an IAA, and to the books and records of any contractor or grantee financed with such funds. The Office of the Inspector General for USAID shall ensure full compliance with all applicable provisions of the Act in coordination with the Office of the Inspector General for USACE, or other appropriate office, which shall provide all appropriate assistance or other support.

P. AMENDMENTS AND TERMINATIONS

This Agreement may be amended upon the mutual, written agreement of the Parties. This Agreement may be terminated by either Party upon 30 days written notice to the other Party.

Q. ORDER OF PRECEDENCE

In the event of conflicts between this Agreement and an IAA, the terms of this Agreement shall prevail, except as the Parties may otherwise agree explicitly in writing.

R. STANDARD PROVISIONS

1. Training of Cooperating Country Personnel - Except as USAID may otherwise agree in writing, the planning and implementation of all training of personnel of a cooperating country financed under this Agreement shall comply with USAID Automated Directives System chapter 253.

2. National Security - In accordance with National Security Decision Directive 38 of June 2, 1982, all agencies with staffs operating under the authority of Chiefs of Mission will ensure that, in coordination with the Department of State, the Chiefs of Missions' approval is sought on any proposed changes in the size, composition, or mandate of such staff elements. Departments and agencies wishing to initiate changes should transmit their proposals to Chiefs of Missions in consultation with the Department of State. Accordingly, USACE shall be responsible for complying with all requirements of National Security Decision Directive 38, as instructed by the Department of State and the chiefs of mission in each cooperating country. USACE shall ensure that all of its employees assigned or hired overseas and all of its personnel (both employees and contractors) traveling overseas on temporary duty have the requisite security clearance and otherwise comply with the requirements of 12 Foreign Affairs Manual (FAM) 443.

3. Use of Goods and Services - Except as USAID may otherwise agree in writing, all goods and services financed under an IAA will be used for the purposes of the IAA until the completion or termination of the IAA, and thereafter will be used as USAID may direct in writing.

4. Marking - Unless USAID agrees otherwise,

a. All USAID-financed equipment and materials must be marked with the USAID red, white and blue emblem, and their shipping containers must be marked with the emblem and the USAID financing document number.

b. All construction sites and other locations receiving USAID financing must display signs marked with the USAID red, white and blue emblem and indicating participation by the United States of America. These signs should be erected at an early date in the construction or implementation phase and be replaced by permanent signs, plates or plaques, marked with the USAID red, white and blue emblem, at the end of this phase.

5. Investment Promotion –

a. No funds or other support provided under an IAA may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

b. No funds or other support provided under an IAA may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

c. No funds or other support provided under an IAA may be used in an activity which contributes to the violation of internationally recognized rights of workers in the cooperating country, including those in any designated zone or area in that country.

6. Commerce and Trade -

a. No funds or other support provided under an IAA may be used for any testing or breeding feasibility study, variety improvement or introduction, publication, conference, or training in connection with the growth or production in a foreign country of an agricultural commodity for export which would compete with a similar commodity grown or produced in the United States: provided that this shall not prohibit: (a) activities designed to increase food security in developing countries where such activities will not have a significant impact in the export of agricultural commodities of the United States; or (b) research activities intended primarily to benefit United States producers.

b. No funds or other support provided under an IAA may be used to:

(i) procure directly feasibility studies or prefeasibility studies for, or project profiles of potential investment in, the manufacture, for export to the United States or to third country markets in direct competition with United States exports, of import-sensitive articles as defined by 19 U.S.C. 2463 (b) (1) (A) and (E); or

(ii) assist directly in the establishment of facilities specifically designed for the manufacture, for export to the United States or to third-country markets in direct competition with United States exports, of import-sensitive articles as defined by 19 U.S.C. 2463 (b) (1) (A) and (E).

7. Eligible Countries - Except as USAID may otherwise agree in writing, funds provided under an IAA will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

8. Audit and Inspection Rights –

a. USACE shall ensure that grants with non-U.S., nongovernmental organizations include an audit clause which requires that if a grantee receives \$300,000 or more per year in grant awards, the grantee agrees that it shall have an independent financial audit of the funds provided under such grants. The financial audit of the funds disbursed to the grantee shall determine whether the receipt and expenditure of the funds provided under the grant are in accordance with generally accepted accounting principles and whether the grantee has complied with the terms of the agreement. An audit shall be conducted for each fiscal year of the grantee. The audits shall usually be performed annually, but not less frequently than every two years. The audits shall be performed in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States. Non-U.S., nongovernmental organizations receiving less than \$300,000 per year are exempt from the financial audit requirements, but are subject to the requirement to make records available upon request for review by authorized U.S. Government officials.

b. USACE shall ensure that contracts with non-U.S. contractors include the appropriate audit and examination of records clauses as specified in the Federal Acquisition Regulation.

c. USACE shall ensure, by appropriate written arrangements with aid recipients, that such USAID-financed assistance shall be subject to audit and inspection by authorized U.S. Government officials.

9. Other Agreements –

a. In each Cooperating Country in which a framework economic assistance bilateral agreement governing privileges, immunities and tax exemptions of USAID-financed personnel, entities and commodities is not in effect, USACE, with the assistance of USAID and, if necessary, the United States Embassy in the Cooperating Country, shall seek to obtain for its personnel, contractors, and grantees as well as for any commodities financed under an IAA, exemptions from taxes, duties and fees which may be imposed by the Cooperating Country with respect to activities or transactions financed under this Agreement.

b. USACE shall ensure, with the assistance of USAID, and if necessary, the United States Embassy in the Cooperating Country, through written arrangements which USACE and/or grantees or contractors financed under this Agreement shall enter into with recipients of USAID-financed assistance that: (1) such assistance shall only be used for the purposes stated therein and, (2) that if such assistance is no longer needed for such purposes, that such assistance may be used for other purposes as may be agreed upon by USACE in consultation with USAID.

10. International Travel - Except as USAID may otherwise agree in writing, all travel financed under this Agreement shall be subject to the Federal Travel Regulation. Except as USAID may otherwise agree in writing, travel financed under this Agreement to all international

destinations shall be subject to United States Embassy or USAID Mission clearance in accordance with guidance issued from time to time by USAID. USACE is hereby advised that in some instances, several weeks' advance notice may be required in order to obtain the necessary approvals for certain international destinations. Accordingly, USACE shall advise USAID in Washington of proposed international travel at least three weeks in advance, if possible.

11. Environmental Regulations - USACE shall comply with USAID environmental regulations (Code of Federal Regulations (CFR), Title 22, Part 216, "Regulation 16") in carrying out the Requested Services. In general, USAID will grant a categorical exclusion for the Requested Services under the terms of Regulation 16, and upon request, will furnish a copy of the categorical exclusion to USACE. USAID expects that no further action under Regulation 16 is required for the Requested Services unless USACE undertakes activities other than those described in the categorical exclusion. However, if further action becomes necessary or if USAID does not initially grant a categorical exclusion, USAID will, upon request, provide further guidance to help USACE comply with Regulation 16.

12. Source and Origin of Commodities; Nationality of Suppliers of Commodities and Services - The following provisions shall apply to this Agreement except as USAID may otherwise agree in writing:

a. Except as this Agreement provides otherwise, USACE shall comply with 22 CFR Part 228 and USAID Automated Directives System (ADS) chapters 310 and 311. The terms "source," "origin," "nationality," "foreign policy-restricted countries" and "Geographic Code," as used in this Agreement, shall have the definitions set forth in 22 CFR 228.

b. The USAID Authorized Geographic Code for the source and origin of commodities financed under this Agreement and for the nationality of the suppliers of commodities and services financed under this Agreement shall be determined in the IAA.

c. If funds are from sources other than Development Fund for Africa, then commodities financed under an IAA shall have their source and origin in a country or area included in the USAID Authorized Geographic Code applicable to the relevant IAA or in the cooperating country. Suppliers of commodities or services shall have a country or area included in the USAID Authorized Geographic Code or the cooperating country as their place of nationality.

d. Commodities and services financed under an IAA with funds from Development Fund for Africa shall be governed by the following:

(i) To the maximum extent possible, commodities financed under the IAA shall have the United States as their source and origin, and suppliers of commodities and services shall have the United States as their country of nationality;

(ii) Agricultural commodities financed under the IAA shall have the United States as their source and origin when the domestic price of such commodities is less than

parity, unless USAID concurs that the commodity cannot reasonably be procured in the United States to fulfill the objectives of the IAA;

(iii) Where adequate competition among qualified United States firms exists for construction activities in excess of \$5,000,000 or for engineering services procurement, the supplier of such construction services shall have the United States as its country of nationality;

(iv) Suppliers of pharmaceuticals financed under the IAA shall have United States as their country of nationality;

(v) Only USAID-approved pesticides shall be procured;

(vi) Fertilizers financed under the IAA shall have the United States as their source and origin, unless USAID determines that there are significant price differentials between United States and foreign sources or that there would be an adverse impact on price or domestic availability in the United States;

(vii) While participant training may be financed in USAID Geographic Code 899 countries, all long-term training shall take place in the United States or the cooperating country;

(viii) The Cargo Preference Act of 1954, 46 U.S.C., Sec. 1242(b)(1) shall apply to ocean shipping under the IAA;

(ix) Air travel and transportation to and from the United States shall be procured from United States-flag carriers; and

(x) The non-United States portion of any procurement transaction under the IAA shall not exceed \$5,000,000.

e. If funds from other sources are transferred to USACE under the IAA, USAID will give USACE additional written advice regarding the source, origin and nationality rules applicable to such other funds. USACE may authorize the source, origin and nationality of a procurement in a country other than as specified in the IAA, only if

(i) the procurement is of commodities or services of a type that is not produced in and available for purchase in any country authorized under the IAA; or

(ii) the Authorized Representative of USACE determines in writing on a case-by-case basis that procurement in such other country is necessary (a) to meet unforeseen circumstances, such as emergency situations, or (b) to promote efficiency in the use of United States foreign assistance resources, including to avoid impairment of foreign assistance objectives.

The authorization for procurement under this paragraph shall be in writing and shall set forth the basis for the authorization. USACE shall provide USAID a copy of the authorization.

f. If the Requested Services are financed under the FREEDOM Support Act and the authorized cooperating countries as approved by USAID do not include the entire former Soviet Union, then, for purposes only of determining the authorized source and origin of commodities and the nationality of suppliers of commodities and services, the term "cooperating country" shall include the independent states of the former Soviet Union.

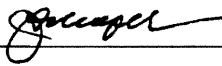
13. Section 487 - Under Section 487 of the Foreign Assistance Act of 1961 (FAA) (Section 487), as amended, no assistance may be provided under this Agreement to or through any individual or entity where the United States Government has reason to believe that the individual, the entity or a "key individual" of the entity is or has been involved in "drug trafficking activities" (including "money laundering")(all quoted terms in this clause having the meanings given them in Section 487 and USAID Automated Directives System (ADS) 206). If assistance under this Agreement is to be provided by USACE to an individual or entity in or from a "covered country," or if USACE knows or has a reasonable suspicion that the proposed individual, entity, or "key individual" of the entity is or has been involved in "drug trafficking activities," then USACE shall be responsible for ensuring that the assistance is provided in a manner consistent with the provisions of Section 487 and ADS 206, including, as applicable:

- a. submitting the names of each "key individual" and "covered participant" to the Country Narcotics Coordinator at the relevant United States Embassy for clearance;
- b. obtaining certifications in the forms of the "Key Individual Certification – Narcotics Offenses and Drug Trafficking" and the "Participant Certification - Narcotics Offenses and Drug Trafficking," as set forth ADS 206, from each "key individual" and "covered participant"; and
- c. including in any agreement that USACE may enter into with a "first-tier recipient" or "covered participant" the appropriate clause(s) described in ADS 206.3.12.

**UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT**

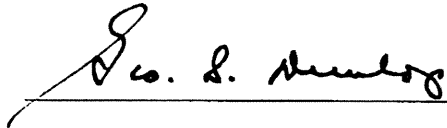
DEPARTMENT OF ARMY

Through



JACQUELINE E. SCHAFER
Deputy Assistant Administrator
Bureau for Economic Growth, Agriculture
and Trade

Date: 5/7/03



GEORGE S. DUNLOP
Deputy Assistant Secretary of the Army

Date: May 7, 2003



TIM BEANS
Director
Office of Procurement

Date: May 7, 2003.

**INTERAGENCY AGREEMENT
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND THE DEPARTMENT OF ARMY
U.S. ARMY CORPS OF ENGINEERS (USACE)**

Award Number:		Modification Number:	
1. Activity Title:		2. Strategic Objective Title and Number:	
3. Appropriation Symbol:		4. Fund Code:	
5. A&A Request Number/MAARD Number:		6. Initial Fiscal Year:	
7. Start Date:		8. Completion Date:	
9A. Prior Funding \$0	9B. Funds Obligated this Document \$0	9C. Total Obligated Funding \$0	
10. Authority: Section 632(b) of the Foreign Assistance Act of 1961, as amended (FAA), 22 U.S.C. Sec. 2392(b); 10 U.S.C Sec. 3036(d)(2) [FAA Sections 496 and 497, 22 U.S.C. 2293, 2294;][Section 2 of the Support for East European Democracy (SEED) Act of 1989, 22 U.S.C. 5401;][FAA Sec. 498, 22 U.S.C. 2295; FAA Sec. 498C, 22 U.S.C. 2295c;][Foreign Operations, Export Financing, and Related Programs Appropriations Act, 20xx, Public Law xxx-yyy].			
11A. Services to be Provided: USACE agrees to provide the services summarized below and more fully described in Annex A. [Unless otherwise authorized by USAID, all Requested Services shall be of United States origin.] This Agreement shall be subject to the terms and conditions of the General Agreement Between the United States Agency for International Development and USACE, dated _____, 20___. The Requested Services shall <i>[give summary description]</i> .			
11B. Place of Performance:			
12. Liaison Offices/Additional Representatives			
12A. Department of Army, U.S. Army Corps of Engineers		12B. United States Agency for International Development	
[Name] [Address]		[Name] [Address]	
Date: _____		Date: _____	

<p>13A. Signature by Authorized Representative</p> <p>Department of Army, U.S. Army Corps of Engineers</p> <p>_____</p> <p>[Name] [Title]</p> <p>Date: _____</p>	<p>13B. Signature by Agreement Officer</p> <p>United States Agency for International Development</p> <p>_____</p> <p>[Name] [Title]</p> <p>Date: _____</p>
<p>14. This Agreement consists of this face sheet and the following items (if checked):</p> <p><input checked="" type="checkbox"/> Annex A – Statement of Work <input checked="" type="checkbox"/> Annex B - Budget</p>	

INTERAGENCY AGREEMENT

Annex A

A. REQUESTED SERVICES

[Describe Requested Services]

B. METHOD OF PAYMENT

The parties agree to use [reimbursement/advance] method of payment.

USACE shall bill USAID through the Intra-governmental Payment and Collection system or by submitting a Standard Form 1081 (SF-1081) addressed to:

United States Agency for International Development
M/FM/CMP/IBU
Inter-Agency Billing Unit
1300 Pennsylvania Avenue, N.W.
Room 7.07-064
Washington, D.C. 20523-0208

The USAID financial contact person is the Office Chief, M/FM/CMP/IBU, at 202-712-0519 (telephone) and 202-216-3543 (fax). The USAID Agency Location Code (ALC) for billings is 72-000001.]

[or]

[The USAID Paying Office and corresponding address for this Agreement is:

The USAID financial contact person is _____, at () ____-____. The USAID Agency Location Code (ALC) for billings is ____-____.]

The Intra-governmental Payment and Collection system is USAID's preferred method of being billed. However, USACE may also bill USAID using Standard Form 1081, or another form, mutually agreed upon by USAID and USACE.

C. ENVIRONMENTAL DETERMINATION

[State that categorical exclusion applies or steps to be taken for environmental compliance]

D. GEOGRAPHIC CODE

[State which geographic code applies for procurement purposes]

INTERAGENCY AGREEMENT

Annex B

Budget

A. [State categories of obligations and expenditures]:

B. Financial Reports:

Budget Line Item	Budget Amount	Current Period Disbursements	Cumulative Disbursements	Remaining Budget Balance
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[Give details and intervals]