
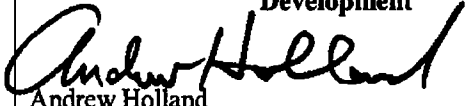


**PARTICIPATING AGENCY SERVICE (INTERAGENCY) AGREEMENT  
BETWEEN  
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT  
AND  
THE DEPARTMENT OF ARMY, U.S. ARMY CORPS OF ENGINEERS  
("Participating Agency")**

Award Number: 306-P-00-03-00503-00		Modification Number:
1. Activity Title: Rehabilitation of Economic Facilities and Services (REFS)		2. Strategic Objective Title and Number: 306-0003 – Rehabilitate Afghanistan as a Nation State
3. Appropriation Symbol: 72X1035 RCN: K030282		4. Budget Plan Code: HFDX-03-23306-KG13 EOCC: 41000
5. A&A Request Number/MAARD Number: 306-0003-3-30032		6. Initial Fiscal Year: 2003
7. Start Date: 30 July 2003		8. Completion Date: 29 July 2004
9A. Prior Funding \$0	9B. Funding Obligated this Document \$566,804.00	9C. Total Obligated Funding \$566,804.00
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, 2003].		
11A. Services to be Provided: USACE agrees to provide the services summarized below and more fully described in Annex A. This Interagency or Participating Agency Service Agreement is subject to and entered into under the terms and conditions of the General Agreement Between the United States Agency for International Development and the United States Army Corps of Engineers, dated 7 May 2003. The Requested Services shall provide design review, construction management, construction quality assurance, and reporting services for infrastructure rehabilitation projects in Afghanistan.		
11B. Place of Performance: Afghanistan		
12. Liaison Offices/Additional Representatives		
12A. Participating Agency Name: CPT Taylor K. Hwong Address: Afghan Area Office, Transatlantic Programs Center, US Army Corps of Engineers, Kabul, Afghanistan. <a href="mailto:Taylor.Hwong2@tac01.usace.army.mil">Taylor.Hwong2@tac01.usace.army.mil</a> , +93 (0)70.294.026, DSN: 312.265.3440		12B. United States Agency for International Development – Cognizant Technical Officer Robert Wilson USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180 <a href="mailto:rwilson@usaid.gov">rwilson@usaid.gov</a> , +93 (0)70.275.870, 202.216.6288
13A. Signature by Authorized Representative Department of the Army, U.S. Army Corps of Engineers  Richard L. Conte Colonel, Engineer, Regional Engineer for Central Asia  Date: 8/25/03		13B. Signature by USAID Agreement Officer United States Agency for International Development  Andrew Holland USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180 <a href="mailto:aholland@usaid.gov">aholland@usaid.gov</a> , +93 (0)70.277.480, 202.216.6288  Date: 8/25/03
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 type="checkbox"/> Annex C – Standard Provisions		

## **Schedule**

### **A. PURPOSE OF AGREEMENT**

This Agreement between The Department of Army, U.S. Army Corps of Engineers (USACE) (the Participating Agency) and the United States Agency for International Development (USAID) is entered into under the authority and terms and conditions of the General Agreement Between The United States Agency For International Development and The Department of Army, U.S. Army Corps of Engineers, dated 7 May 2003. 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 a country receiving assistance under this Agreement.

### **B. FISCAL TERMS**

**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.

### **C. REPORTS**

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. Other addresses are as identified in the General Agreement.

### **D. PAYMENT**

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

Controller  
USAID/Afghanistan  
6180 Kabul Place  
Dulles, Virginia 20189-6180

The USAID financial contact person is James B. Ahn at [jahn@usaid.gov](mailto:jahn@usaid.gov) or 202.216.6288. The USAID Agency Location Code (ALC) for billings is 72-000058.

The Intra-governmental Payment and Collection system is USAID's preferred method of being billed. However, the Participating Agency may also bill USAID using

Standard Form 1081, or another form, mutually agreed upon by USAID and the Participating Agency.

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 Line Item	Budget Amount	Current Period Disbursements	Cumulative Disbursements	Remaining Balance
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**E. 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.

**F. GEOGRAPHIC CODE/SOURCE, ORIGIN, NATIONALITY**

The authorized geographic code for procurement of goods and services under this agreement is 935 (Free World) and Cooperating Country, including motor vehicles. Motor vehicles from non-U.S. source or origin will be held to a minimum and carried out only when necessitated by required specifications, spare parts, and maintenance capabilities.

**Annex A**  
**Statement of Work**

**REQUESTED SERVICES**

USACE, TAC-Central Asia Regional Office (TAC-AA) will provide design review, construction management, construction quality assurance, and reporting services as requested by USAID/Afghanistan for infrastructure rehabilitation projects in Afghanistan.

Services will include, but are not limited to: review, comment, and reporting on: construction schedules, overall project management plans; contractor quality control plans, safety plans, progress and invoicing documents, construction methods, construction quality, materials quality and testing, construction effort, and estimates of completion. Projects will include: roads (primary and secondary), bridges, irrigation systems, dams, electric distribution systems, water wells, schools, clinics, and other civil engineering work. USACE personnel also will provide on-the-job training and mentoring to two (2) USAID Foreign Service National engineer employees.

To ensure flexibility and receive the full depth and breadth of TAC-AA engineering capability, USACE will provide a combination of full-time and as-required, project funded employees. Full time employees will consist of one GS 810-12 Project Manager and one GS 810-12 Civil Engineer. As-required capability will be drawn from existing TAC-AA employees and contractors, and can be supplemented by contractors hired for specialized technical requirements, such as dam safety analysis or structural design review. Considerations of cost and expediency will influence decisions on engaging short-term contractors. USAID will approve all long and short term staff proposed for assignment to Afghanistan.

USACE employees and/or contractors will be based in Kabul and will travel to contractor offices and construction sites, including materials acquisition sites, on same-day or overnight trips. USACE will provide security for USACE personnel and contractors, as per IAW CINCCENT's and CDR CJTF180 requirements.

USACE will provide housing/messing, office space, cell phones, and all necessary ADP equipment for living and working in Kabul. USACE will also provide an iridium telephone for communications while traveling.

USAID contractors will provide sleeping and messing accommodations for USACE personnel and contractors at construction sites when it is necessary for USACE personnel to remain overnight at distant sites.

USAID will advise prime management and construction sub-contractors of the USACE-USAID program oversight and advisory relationship, and will instruct the former to cooperate with and promptly provide any reasonable information requested by the latter.

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USACE personnel assigned under this agreement will receive technical direction from and report to the USAID Cognizant Technical Officer (CTO) under the Rehabilitation of Economic Facilities and Services (REFS) program, acting on behalf of the USAID Mission Director. USAID will receive and review all reports (e.g., QA reports), including financial reports, prior to circulation or submission to entities other than USAID. USAID and USACE will jointly develop specific work plans as needed during the effective period of the Agreement.

**Annex B  
Budget**

**CATEGORIES OF EXPENDITURES:**

Budget Line Item	Description	Budget Amount
0001	Labor, USACE employees or contractor employee, all categories	\$400,630
0002	Labor, contractor	\$400,630
0003	Transportation	\$272,000
	<b>Total</b>	<b>\$1,073,260</b>

Personnel include:

2 – GS-12 full-time at \$200,315  
Contingency/Specialists/contractors as required - \$400,630  
(Based on fully-burdened salary for two full-time GS-12 employees)

Transportation includes:

Vehicle for full time support at \$2000 per month for 12 months = \$24000  
Vehicle for part-time support at \$ 2000 per month for 4 months = \$8000  
Air travel to sites at \$2500 per hour for 24 trips (4 hours per trip) = \$240,000

This Budget is incrementally funded. Accordingly, the Participating Agency is not authorized to exceed the amount currently funded. If additional funding is provided, it will be done via a modification to the agreement by the Agreement Officer. Any expenditures exceeding the obligated amount shall be unallowable.