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*Jul '88*

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ARLINGTON NATIONAL CEMETERY  
AND  
THE U.S. ARMY CORPS OF ENGINEERS

## CONTENT

TITLES	PAGES
1. GENERAL	
1.01 Purpose	1 of 8
1.02 Background	1 of 8
1.03 Responsibilities	1 of 8
2. IMPLEMENTING PROCEDURES	
2.01 Project Initiation	2 of 8
2.02 Design and Engineering Support	2 of 8
2.03 ANC Approvals	3 of 8
2.04 Construction Management Support	3 of 8
2.05 Public Information Coordination	6 of 8
2.06 Congressional Inquiries	6 of 8
3. FUNDING	
3.01 Management	6 of 8
3.02 Design Fund Management	6 of 8
3.03 Construction Fund Management	7 of 8
3.04 Billing Procedure	7 of 8
4. SCHEDULES	7 of 8
5. MANPOWER	7 of 8
6. AMENDMENTS AND TERMINATION	8 of 8
7. EFFECTIVE DATE	8 of 8

MEMORANDUM OF UNDERSTANDING  
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1. GENERAL

1.01 Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish the relationship, arrangements, general procedures, responsibilities and duties under which Arlington National Cemetery (ANC) and the U.S. Army Corps of Engineers, Baltimore District (District), will execute design and construction projects.

1.02 Background

ANC is a DOD-Civil activity. Its funds are authorized in the annual Department of Housing and Urban Development - Independent Agencies Appropriations Act. The District is a Department of the Army Organization and will perform services under applicable statutes.

The U.S. Army Corps of Engineers (USACE) will extend the "directive control system" for military construction on all projects requested by ANC. This will provide an overview of scoping and budgeting without centralizing control of the construction process. Funding will be provided directly to the District by ANC. Requests for work by ANC will be made to HQUSACE (CEEC-CG) for issuance of directives to the District.

1.03 Responsibilities

The District will provide real estate, design and construction related architectural/engineering design, construction management and other such related services as requested and funded by ANC. Technical services will be provided by the District for the preparation of documents for HQUSACE for submission to the Commission of Fine Arts, National Capital Planning Commission and other applicable planning agencies.

## 2. IMPLEMENTING PROCEDURES

### 2.01 Project Initiation

ANC will develop long range planning of design and construction programs, which includes establishing a detailed Scope of Work (SOW) and determining the functional, quantitative, and qualitative requirements of all essential facilities. ANC will establish design requirements criteria, type of construction, and/or architectural characteristics for all construction projects. The District will ensure that ANC criteria are met and consistent with established DOD criteria and included in contract drawings and specifications.

The District will prepare initial budget estimates which will be used by ANC to request funds. The estimates will be refined and updated during design. If changes occur, the prior estimate and current working estimate will be provided to show the increase/decrease with an explanation of those changes.

Funds will be furnished by ANC to the District for specific projects upon written request from the District. The request from the District will include the amount required to proceed.

### 2.02 Design and Engineering Support

The District when requested and funded by ANC may provide but is not limited to the following engineering/administrative services:

- a. Prepare Master Plans.
- b. Provide advance planning and budget data for proposed construction projects; budget data will be provided in detail.
- c. Prepare required environmental documentation (EIS, etc.).
- d. Negotiate with public and private agencies, if any, for obtaining utility services for new and/or expanded facilities.
- e. Prepare and publish in Commerce Business Daily (CBD) announcements for Architect-Engineer (A-E) services.
- f. Prepare, negotiate and process Delivery Orders against Indefinite Delivery Term Contracts (IDTC) for A-E services.
- g. Convene pre-selection and selection board meetings for A-E firms' selection for design and Title II services.
- h. Negotiate, award and manage A-E design Title I and for inspection, shop drawing reviews and supervision of construction, Title II services contracts.

- i. Assign a project manager to each project.
- j. Manage a limited in-house Engineering Division planning, design and review process.
- k. Prepare Government estimates, update as necessary.
- l. Prepare, coordinate and monitor funding requests on projects.
- m. Receive and disseminate design documents for review at predetermined design phases.
- n. Process review comments and schedule design submittal review conferences.
- o. Coordinate design submittal reviews and make timely recommendations to ANC for meeting project objectives.
- p. Evaluate A-E performance during design to consider project scope and budget constraints.
- q. Prepare and issue construction contract solicitations, receive and evaluate bids/proposals and award construction contracts.
- r. Monitor/respond to construction contract bidder(s) questions.
- s. Provide ANC with bid opening results and copy of resulting contract and modification(s).
- t. Coordinate A-E site visits and Title II services as required.
- u. Coordinate and process payments for services rendered; provide ANC with monthly reports generated from the AMPRS Update.

### 2.03 ANC Approvals

All schedules, design A-E services and construction management services are contingent upon the receipt of ANC written notice to proceed.

### 2.04 Construction Management Support

#### a. Pre-Bid Activities

(1) The District will conduct biddability, constructibility and operability reviews as required by ER 1180-1-6. ANC will be given an opportunity to conduct their own reviews and also be provided with the results of the disposition of their review comments.

(2) The District will coordinate pre-bid contractor site visits with ANC to assure necessary access clearance, escorts, keys, etc.

b. Pre-Construction Conference

The District will schedule a pre-construction conference with the successful construction contractor for the purpose of reviewing construction administration requirements and to assure the contractor's complete understanding of the contract. Special emphasis will be placed on those requirements relating to interface with ANC operations. ANC representatives will attend and participate in the discussion and designate construction contractor parking, staging and storage areas, and establish a POC for coordinating utility interruptions and street closings. Haul routes through the cemetery will be designated/approved by ANC.

c. Construction Activities

ANC will not establish direct contact with construction contractors. Any observation or concerns by ANC staff with regard to the construction activities should be conveyed to the District on-site staff for follow-up with the construction contractor. The District will conduct periodic briefings and site visits with ANC to familiarize them with the status of the construction contract and to discuss any problems, change orders, or delays which may affect completion and turnover of the constructed project. ANC will be advised formally in writing if project completion will be delayed beyond the scheduled occupancy date.

d. Operation and Maintenance

A requirement for the contractor to provide O&M manuals and training prior to the Government's final acceptance and operations of equipment systems will be part of the construction bid package.

e. Pre-Final and Final Inspection

Thirty days prior to project completion, representatives from the District and ANC will conduct a pre-final inspection. A thorough and complete check for compliance with the construction contract drawings and specifications will be accomplished. Based on this inspection, a list of deficiencies will be prepared. The District will provide ANC at least one week advance notification of this pre-final inspection.

When the District has determined that the construction project is complete, a final inspection will be scheduled. Written notification to ANC will be made at least two weeks prior. The purpose of this inspection is to ensure that all deficiencies noted at the pre-final inspection have been corrected, to list any remaining or additional deficiencies, and to acknowledge that the facility is ready for occupancy.

Transfer of completed construction will be accomplished in accordance with ER 415-345-38 and by execution of the DD Form 1354 prepared by the District which will include a list of all deficiencies noted. In conjunction with project transfer, the District will provide real property cards, O&M manuals, special tools, keys, installed equipment lists, manufacturer's warranties, advance red-lined marked up field drawings, and a complete set of reproducible "as built" drawings for each concerned project. ENG Form 3051, Property Disposition, or ENG Form 3061, Receiving Report, will be used for turnover. Items not turned over will be listed on the final punch list.

f. Punch List Correction

ANC will be advised in writing when all punch list items have been corrected.

g. Warranty Provisions

In general, a one year warranty on equipment, material defects and workmanship is in effect from the date of acceptance whether: incremental, BOD, or Final whichever occurs first. At project completion, the District in coordination with the contractor will provide a detailed list of start dates for various warranties. ANC will establish an effective maintenance program to meet the manufacturer's O&M requirements so as not to void warranties. Warranty enforcement procedures will be in accordance with ER 415-345-38.

Prior to contacting the warranty contractor, any equipment failure will be investigated to assure improper use or lack of maintenance were not contributing factors. Initial contact to outline the warranty problem to the appropriate contract, vendor, etc., will be made by ANC. All such contacts will be documented. The District will provide assistance as necessary and ensure the contractor is responsive regarding warranty.

h. Four and Nine Month Post Completion Inspection

These post completion inspections of completed facilities will be conducted to determine the nature of responsiveness of contractor warranty call backs; whether the facility fulfills ANC's needs; and to ensure the facility is being adequately maintained.

However, any deficiencies found will be noted so they can be avoided on future projects. For these inspections, a minimum of two weeks notification will be provided to ANC.

#### 2.05 Public Information Coordination

ANC will be responsible for any and all public announcements. Prior to public announcements pertaining to design and construction related contractual matters, ANC shall coordinate with the District to assure full support on technical issues. The District will make public announcements routinely associated with design and construction contracts in the CBD.

#### 2.06 Congressional Inquiries

ANC is responsible for Congressional liaison. The District will assist ANC in responding to Congressional inquiries related to construction activities. Upon appropriate request, the District will provide expert witnesses to assist in testimony before reviewing agencies.

### 3. FUNDING

#### 3.01 Management

All work accomplished by the District under this MOU will be on a reimbursable basis. The ANC shall request HQUSACE (CEEC-CG) in writing to proceed with a task/project. HQUSACE accounting systems and regulations will be used for accounting and allocation of costs.

#### 3.02 Design Fund Management

For design, ANC will coordinate their requirements with HQUSACE who will issue directives to the District. Design will be accomplished on an actual cost basis. The District will provide ANC with estimated costs for design which include both A-E contract and government management and review costs. Prior to the start of design work on any project, ANC will forward to the District a DA Form 2544 Intra-Army Reimbursable Order for the amount of the estimate. As estimates are revised, any additional funds required will be provided to the District, or if excess funds are available, the District will notify ANC.



### 3.03 Construction Fund Management

Funds for the construction will be provided by DA Form 2544 prior to the advertising of a project. The funds provided must include (1) the estimated cost of construction, (2) contingency funds equal to 5% of the estimated construction cost, (3) supervision and administrative costs equal to 5.5% for new construction - 7.5% for repair and maintenance of the contract amount plus contingencies, (4) 0.5% of the contract amount plus contingencies for design during construction. Upon determination of the successful low bidder for construction, the total project estimate will be revised and any additional funds required will be provided to the District prior to construction contract awards. Any excess funds will be returned to ANC.

Contingency funds will be used solely for the correction of design errors or omissions or differing site conditions. If additional funds are required, the District will forward a written request to HQUSACE for the required funds. Should additional funds not be available to correct fatal errors and omissions or accomplish other necessary changes, construction contract work will be deleted to avoid any over obligation and ensure no violation of the Anti-Deficiency Act. This deletion of construction contract work will be coordinated with ANC. Should ANC request changes or additions to the construction contract, a request for the changes will be forwarded to the District. The District will analyze the changes requested by ANC for construction contract eligibility and obtain a cost estimate. Funds required for the change must be provided by ANC to the District prior to issuance of a construction contract modification for the additional work. Upon completion of each construction project, HQUSACE through the North Atlantic Division (NAD) will return excess funding authorization to ANC.

### 3.04 Billing Procedure

As project costs are incurred by the District, billing to ANC will be accomplished monthly in accordance with DA self reimbursement procedures. An SF 1080 will be processed using "No Check Drawn" to liquidate all Intra-Army Reimbursable receivables. ANC will be provided a copy of SF 1080 Billing.

## 4. SCHEDULES

District shall provide progress and related schedules as required.

## 5. MANPOWER

The District manpower requirements to support the ANC will be based on the annual project/program of ANC. ANC will provide its projected workload to the District in June of each FY for the following FY.

6. AMENDMENTS AND TERMINATION


This MOU may be modified or amended by written agreement between ANC and the District. This MOU may be terminated by either party after giving 60 days written notice. In the event of termination, ANC shall be responsible for the costs of closing out or transferring ongoing contracts, including but not limited to all costs of terminating ongoing contracts, settlement of changes and claims and the costs for demobilization of personnel and facilities fully dedicated to the ANC program/project(s).


7. EFFECTIVE DATE

This agreement is effective upon approval of the Assistant Secretary of the Army (Civil Works).

ARLINGTON NATIONAL CEMETERY

U.S. ARMY CORPS OF ENGINEERS

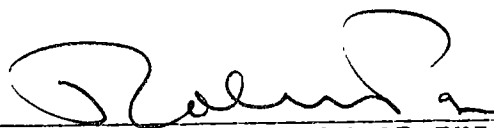
  
BY RAYMOND J. COSTANZO  
Superintendent

  
BY GEORGE R. ROBERTSON  
Major General, USA  
Director of Engineering  
and Construction

26 JUL 1988  
DATE

22 July 1988  
DATE

APPROVED

  
ASSISTANT SECRETARY OF THE ARMY  
(CIVIL WORKS)

08 SEP 1988

DSJ

On 8 September, 1988

The OASA (CW) approved a Memorandum of Understanding (MOU) between the Arlington National Cemetery (ANMC) and USACE for the execution of design and construction projects at ANMC. The MOU was one of the recommendations contained in the November 1987 Task Force Report "Shortfall in Construction Funds, Arlington National Cemetery". ~~OASA (CW) <sup>is</sup> transmitting~~ OASA (CW) requires that ANMC projects undertaken pursuant to the MOU be managed in accord with the new Project Management E.P.



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

SASO-1207



08 SEP 1988

MEMORANDUM FOR THE DIRECTOR OF CIVIL WORKS

SUBJECT: Arlington National Cemetery (ANC) - U.S.  
Army Corps of Engineers Memorandum of  
Understanding (MOU)

You should note that when I presented the subject MOU to Mr. Page for approval, he was reminded of his recent visit to ANC. Specifically, he was reminded of the apparent inability of the Baltimore District Engineer to answer questions regarding projected cost to complete of the visitor center parking facility at ANC. Please make sure that ANC projects undertaken pursuant to this MOU are managed in accord with our new Project Management ER.

*Steve Dola*  
Steven Dola

Enclosure