

INTERAGENCY SUPPORT AGREEMENT
BETWEEN
FEDERAL AVIATION ADMINISTRATION
AND
THE U.S. DEPARTMENT OF ARMY
CORPS OF ENGINEERS
SEATTLE DISTRICT

May 92

This agreement is made and entered into this 7th day of May, 1992 by and between the U.S. Department of Transportation, Federal Aviation Administration, Northwest Mountain Region, Renton, Washington, hereinafter referred as the FAA and the U.S. Army Corps of Engineers, North Pacific Division, Seattle District hereinafter referred to as the CENPS.

1. INTRODUCTION.

A. BACKGROUND. Federal Aviation Administration, Northwest Mountain Region (FAA) services Colorado, Idaho, Montana, Oregon, Utah, Washington, and Wyoming. The agency's responsibilities include the location, construction or installation, maintenance, operation, and quality assurance of Federal visual and electronic aids to air navigators. FAA may require the assistance of the CENPS in performing these functions.

B. PURPOSE. This Interagency Support Agreement (ISA) has been prepared to define the activities and responsibilities of the respective agencies for CENPS support to FAA.

C. AUTHORITY. Authority to enter into the ISA is provided by the Economy Act, 31 USC Section 1535. The Economy Act authorizes the head of an agency or major organization to enter into a ISA if funds are available, the ISA is in the best interest of the United States Government, the ordered services can be provided, and the services and/or goods cannot be procured reasonably and expeditiously through ordinary business channels.

D. DURATION OF AGREEMENT. (1) This agreement will take effect upon execution of this document by the CENPS and the FAA and will continue in effect until terminated. Either party may terminate this agreement upon giving at least 30 days advance written notice of termination to the other party. Any termination shall not affect any issued and incomplete task order for ongoing work or services, nor any obligation, including reimbursement of funding, contained in the task order. No task order shall be issued by the FAA unless funds are available.

(2) This ISA may be modified or amended at any time by written agreement between the FAA or CENPS.

2. SUPPORT REQUIREMENTS.

A. REAL ESTATE ENVIRONMENTAL REVIEW. To include physical environmental survey record search and preparation of preliminary assessment screening (PAS).

B. ASBESTOS SURVEY AND ABATEMENT. To include field surveys, asbestos hazard identification, bulk sample collection for analysis, and preparation of contract documents including the reinstallation of non-asbestos containing materials.

C. ENVIRONMENTAL PLANNING AND ENGINEERING. To include:

(1) Wetlands Management, determination, delineation, impact assessment, mitigation, and mapping.

(2) Cultural Resources, survey, data recovery, coordination with State Historic/Preservation Offices, and Native Americans.

(3) Threatened and Endangered Species Evaluation of habitats, biological assessments, distribution and ecological requirements for northwest plants and animals that are proposed and listed as threatened or endangered.

D. HAZARD AND TOXIC WASTE MANAGEMENT. To include preliminary assessment, site investigation, remedial investigations, feasibility studies, remedial action design, and remedial action for contamination by toxic or hazardous substances, and underground storage tank testing, removal and replacement.

E. CONTRACTING SERVICES. To include biddability/constructability/operability reviews, advertising, contract award, inspection, safety management, contract administration, fiscal administration, claim resolution and labor standard enforcement.

F. OTHER TECHNICAL ASSISTANCE. To include the services of Environmental, Civil, Electrical, Mechanical, Structural, Chemical and Cost Engineers; Architects; Biologists; Chemist/Toxicologist; Industrial Hygienist; Environmental Protection Specialists; Environmental Chemist; Community Planners; Realty Specialists; Economists; and Public Affairs Specialist.

3. TASK ORDERS.

A. For purpose of this agreement a task order is defined as a purchase or work order contract which when negotiated, issued, and signed may not be terminated except by mutual agreement of both parties. Task orders negotiated between the FAA and the CENPS shall define all elements of work to be performed by the CENPS as required by the FAA. The CENPS shall prepare and submit for approval a price proposal/estimate for the work and services requested by the FAA and such price proposal/estimate shall become part of the final issued task order.

B. Task orders will define work to be accomplished, set the time frame for accomplishment, and specify the terms and medium of reimbursement. Also, task orders will contain certification of the availability of funds, including treasury symbol. Separate task orders may be negotiated and issued for any work and services (within the scope of this agreement) required by the FAA.

C. Upon execution, each task order will become part of this agreement as though fully set forth herein.

4. ALLOWABLE COSTS AND PAYMENT. Payment or reimbursement for the performance of task orders under this agreement shall be determined as follows:

A. Tasks will be performed on a cost-reimbursable basis and the cost will be as allowable in accordance with Federal Acquisition Regulations in effect on the date of issuance of the task order, or as completion of the task, on a quarterly basis or on a partial payment basis as arranged and established in the task order.

B. The CENPS shall submit SF1080 to FAA for certification and payment by government check at the completion of the task order. Task orders will supersede this agreement in the method of payment if there is a question of precedence.

5. RESPONSIBILITIES.

A. FAA shall:

(1) Designate FAA representative to be the point of contact with CENPS for each tasking.

(2) Provide all tasking by task order letter. The task order letter is defined as purchase or work order contract which when negotiated, issued, and signed may not be terminated except by mutual agreement of both parties. Task order letters shall contain a number, description of work to be accomplished (i.e., RI/FS, regulatory authority, point of contact, etc.) and required schedule. The FAA shall also attach any available documents and/or information regarding the tasking.

(3) Provide CENPS with funding for each task order as agreed to in the initial CENPS cost estimate. All work will be accomplished on a reimbursable basis. A purchase request will be issued for each tasking.

(4) Participate (not mandatory) in the A/E pre-selection process. All pre-selection board meetings will be held in CENPS offices. Existing indefinite delivery contracts may be utilized to accomplish projects requested by FAA.

(5) Take the lead in the appropriate community relations activities related to any tasking. CENPS (and its A-E services contractor when appropriate) will be available to advise FAA personnel on technical matters. However, public announcements will be initiated and made by FAA personnel. CENPS public affairs expertise and assistance would be available on request and on a case-by-case basis.

B. Seattle District Corps of Engineers (CENPS) shall:

(1) Review each proposed task order from FAA and determine if resources are available to accept the tasking and if it is within the scope of this ISA. The CENPS shall prepare and submit for approval a price proposal for the work and services requested by the FAA and such price proposal shall become part of the final issued task order letter. CENPS will notify within 15 days if tasking is accepted or not accepted. If the tasking is not accepted, the reason for not accepting the tasking will be provided.

(2) Assign a project manager for each task order to work closely with the appropriate FAA point of contact, and make every effort to keep the same project manager for the life of the project.

(3) Within 30 days after accepting task, provide FAA a proposed schedule with estimated CENPS and A-E budget cost if appropriate. The cost estimate will have breakdown of labor, materials, equipment, travel, and service contracts costs.

(4) Provide periodic project status reports for each task order at the time of billing. CENPS will bill each task order on a standard form SF 1080. Reports will reflect projected as well as actual status for each task order. This will include a summary of work accomplished, the costs associated with that work, and the balance of funds remaining.

(5) Report all project delays and/or cost overruns deviating from the original established timeline and cost estimate to FAA in a timely manner.

(6) Coordinate meetings between CENPS and contractors with FAA.

(7) Provide review comments to FAA within 30 days of receipt of documents to be reviewed.

(8) Assure that each assignment is accomplished in accordance with appropriate Federal, state, or local regulations. Technical criteria development, design, review and approval of design documents will be the responsibility of CENPS. Reviews will be made by FAA as requested.

(9) Have itself and its contractors conform to all safety and security regulations and requirements of FAA and CENPS.

. DISPUTES RESOLUTION. Disputes arising under this agreement shall be resolved informally at the organizational level upon which the disputes occur. If FAA and CENPS cannot resolve a dispute informally, that dispute will be forwarded through the respective organizational chains-of-command for resolution.

6. OFFICIALS NOT TO BENEFIT.

No member of or delegated to the Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

7. RELATIONSHIP OF PARTIES.

The parties of this agreement act in their independent capacities in the performance of their respective functions under it, and neither party is to be considered the officer, agent, or employee of the other.

8. CONTACT POINTS:

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U.S. ARMY CORPS OF ENGINEERS
SEATTLE DISTRICT

1s/ *Walter J. Cunningham*

NAME: Walter J. Cunningham

TITLE: Colonel, Commanding

Corps of Engineers

DATE: 5/7/92

FEDERAL AVIATION ADMINISTRATION
NORTHWEST MOUNTAIN REGION

1s/ *Manuel G. Ruiz*

NAME: Manuel G. Ruiz

TITLE: Contracting Officer

Federal Aviation Administration

DATE: 5/7/92