



United States Department of the Interior



FISH AND WILDLIFE SERVICE BRANCH OF CONSTRUCTION CONTRACTING

IN REPLY REFER TO:

MAILING ADDRESS:
Denver Federal Center
Post Office Box 25207
Denver, Colorado 80225-0207

STREET LOCATION:
143 Union Boulevard, Suite 300
Lakewood, Colorado 80228

BCC/98695

July 24, 1992

Director, Marine Design Center
Attn: Richard C. Lockwood, Sr., Proj Manager
U.S. Army Corps of Engineers (215) 656-6850
100 Penn Square East
Room 630 South
Philadelphia, Pennsylvania 19107-3391

Subject: InterAgency Agreement No. 14-48-0010-92-907, Great Lakes
Research Vessel Between U.S. Fish and Wildlife Service
and the U.S. Army Corps of Engineers

Enclosed is a fully executed copy of the subject InterAgency
Agreement for your files. Take note that all changes referred to
in your letter of June 30, 1992, have been incorporated into the
final document.

Should you have any comments or questions on this matter, please
contact the undersigned at 303/236-8191.

Sincerely,

Howard C. Martin
Contracting Officer

Enclosure

Jul '92

RECEIVED CEMDC

AUG 3 '92

*IA
Current as of 6/94*

INTERAGENCY AGREEMENT

Between

U.S. Fish and Wildlife Service

and

U.S. Army Corps of Engineers Marine Design Center

for

Multi-Disciplinary Technical Services

I. Purpose:

- A.** The U.S. Army Corps of Engineers Marine Design Center (MDC), will provide technical assistance to the U.S. Fish and Wildlife Service (Service) for planning, design and/or repair of the Service's Great Lakes Fisheries Research Vessels. Specific Statements of Work will outline services to be performed by the MDC over the duration of the Interagency Agreement.
- B.** This agreement establishes a mechanism by which the capabilities and resources of MDC can provide a vehicle to make the Naval Architectural, Marine Engineering and Contracting skills of the MDC available to the Service. This agreement applies to technical studies, design, contract preparation, construction management, contract management, and other work required in support of the acquisition of the Service's Great Lakes Research Vessels. The MDC will provide services for the following program tasks when directed by the Service.
1. Project Definition
 2. Special Feasibility and Life Cycle Studies
 3. Conceptual Designs
 4. Preliminary Designs
 5. Detailed Plans and Specifications
 6. Contracting for Shipyard Work
 7. Review of Builder's Submittals
 8. On-site Inspection During Shipyard Work
 9. Marine Engineering Support
 10. Condition Surveys
 11. Construction/Design Procurement Services

The above services will be defined in detail by mutually agreed upon individual Statements of Work and Budget Estimates prior to commencement of any work.

II. Agreement Support and Resource Requirements:

A. General:

1. The work performed as part of the program tasks shall be defined in detail by mutually acceptable Statements of Work (SOW) and shall be subject to the availability of funds for each SOW. The MDC shall be reimbursed for actual labor and surcharge (labor overhead and G & A), travel, per diem, and other direct costs, not

to exceed the agreed upon funds for ^{currently} the individual statements of work. The surcharge mark-up correctly is 134% of the actual labor billing rate. The surcharge rate will not be changed without advance notification to the Service. (See attached fully-burdened billing rates).

2. The MDC will prepare a detailed Scope of Work Proposal (Work Breakdown Structure), Design Budget Estimate and Project Schedule. This will be furnished to the Service for review prior to the start of any work. The Service will develop the final Statement of Work acceptable to both parties. Once a mutually agreed upon Statement of Work has been defined along with a Design Budget Estimate and Project Schedule, the Contracting Officer shall provide written authority to begin services defined in that Statement of Work by modification to this agreement.
3. The MDC shall notify the Service of any potential changes to the Statement of Work arising from design development, changed conditions, or mission changes. The Service will provide guidance and (if appropriate) funding as required for changes to the Statement of Work.
4. The Service will authorize the transfer of funds for total construction budget of the vessel at the time of contract award. The Service must approve any proposed construction changes prior to any Change Order issuance by the MDC. The Service will authorize the transfer of funds for approved construction change orders. The MDC will be responsible for all progress payments for the design and construction. All funds available at the completion of vessel construction will then be transferred back to the Service.

B. Funding:

1. Under this Agreement, the Service will issue proper funding documents to the MDC that will authorize expenditure of funds in accordance with cost estimates set forth on approved Statements of Work and for construction obligations. The MDC shall submit billings to the Service for reimbursement on the basis of actual costs incurred to the appropriate financial activity.
2. The maximum total cost liability to the Service is for the Project Definition Phase is \$60,000. (Project budget is \$60,000, the obligation under this agreement is \$44,037.) Reimbursement for the services outlined in this agreement will be based upon actual costs. Any increase in cost liability will be by modification to this agreement.
3. Payment requests will be submitted every two months via Standard Form 1080, Voucher and/or Funds, to the Service Contracting Officer through the Service Project Manager identified below. All payment requests must cite this Agreement Number and must include an itemized breakdown of charges requested.
4. The funds available for construction are \$2.5 million. An Additional \$280K will be made available to cover construction contingencies (change orders). If the Service receives additional funding to accommodate a larger scope (thus greater construction

cost), this interagency will be modified accordingly. The MDC is responsible for designing the project within available funds. This project will be competitively bid under a single design/construction contract in accordance with Federal Acquisition Regulations (FAR).

C. Coordinating Instructions:

1. Products delivered will be jointly reviewed by the Service and MDC as required. The Service will have the opportunity to review and/or approve all design/construction documents prior to issuance or approval by the MDC.
2. MDC will designate a Project Manager for the duration of the Interagency Agreement, who will serve as Point of Contact (POC) for interactions with the Service. MDC will assure that the Service receives timely notification of Project Manager changes. Project Manager changes must be mutually agreed upon by the MDC and Service.
3. The Service will designate a Project Manager for the duration of the project who will serve as POC for interactions within MDC and other organizations, as appropriate, regarding this agreement as a whole. The Project Manager will be responsible for developing the mutually agreed upon individual Statements of Work and Budget Estimates and for reviewing and recommending payments towards these Statements of Work. All Statements of Work will be issued by modification of this agreement.
4. Schedules and milestones for tasks will be jointly developed by the Service and MDC as required.
5. Modifications of the Interagency Agreement during work performance will be jointly reviewed by the Service and MDC.

D. Travel:

1. The cost of travel and per diem / M & IE will be included in the agreed upon price of the estimate for the Statement of Work. All travel will be conducted in the accordance with the current DOD Joint Travel Regulations.

III. Terms and Conditions:

A. Patents:

1. Any invention or discovery which MDC contractor employees may make or conceive of in the course of or under this Agreement will be governed by the provisions of their respective contract with MDC. Such contract terms provide at least a license for use by the Government.

B. Technical Data:

1. The Service and MDC shall have the right to use any information or data of any kind developed by MDC or its contractors or subcontractors in connection with or as a result of the work hereunder for any purpose.

- C. The MDC shall submit financial monthly status reports of funds. The format for this report shall be in that consistent with the MDC's Time Keepers Program.
- D. All work under this Agreement will be performed in accordance with the terms and conditions of MDC, management and operating contracts.

IV. Duration of Agreement:

This Agreement is effective from June 15, 1992 to July 1, 1993 and may be modified by mutual consent of both parties or may be terminated by either party upon a thirty (30) day advance written notice to the other. The agreement will continue in effect until termination by the Service.

V. Authority:

This Agreement is entered into pursuant to the authority contained in Section 601, Economy Act of 1932, as amended (31 U.S.C. 1535) and other applicable Federal laws and regulations.

VI. Project Officers:

A. U.S. Fish and Wildlife Service

- 1. Howard C. Martin Contracting Officer (CO)
- 2. Robert Hart Project Manager and Contracting Officer's Representative (COR)
- 3. Jon Holbrook Alternate, Project Manager
- 4. All technical correspondence may be directed to:

Mr. Robert T. Hart
U.S Fish and Wildlife Service
143 Union Blvd., Suite 400
P.O. Box 25207
Denver, Colorado 80225-0207

- 5. Telephone: (303) 236-2305
FAX: (303) 236-2309

B. Marine Design Center

- 1. Dave Horton Director, Marine Design Center
- 2. Rich Lockwood Senior Project Manager
- 3. Ian Hopper Lead Project Engineer
- 4. Vinton Bossart Chief, Machinery Section
- 5. Greg Lee Chief, Hull Section

- 6. All technical correspondence may be directed to:

Director, Marine Design Center
U.S. Army Corps of Engineers
100 Penn Square East
Room 630 South
Philadelphia, PA 19107-3391
ATTN: Richard C. Lockwood, Sr. Project Manager

- 7. Telephone: (215) 656-6850 FAX: (215) 656-6868

SIGNATURES

U.S. FISH AND WILDLIFE SERVICE

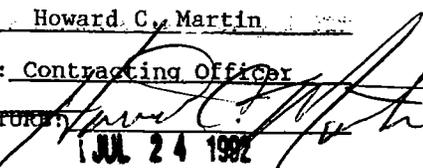
U.S. ARMY CORPS OF ENGINEERS MDC

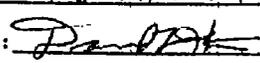
NAME: Howard C. Martin

NAME: DAVID L. HORTON

TITLE: Contracting Officer

TITLE: ACTING DIRECTOR

SIGNATURE: 

SIGNATURE: 

DATE: JUL 24 1992

DATE: 30 JUN 92

ATTACHMENT 1 - FULLY BURDENED BILLING RATES

Job Title & Basic Hourly Billing Rate (Fully Burdened)

	<u>Basic Hourly Rate</u>	<u>Surcharge Factor</u>	<u>Fully Burdened</u>
MDC Director	35.00	* 2.34	81.90
Individual Proj. Man.	30.00	* 2.34	70.20
Senior Naval Architect	25.00	* 2.34	58.50
Journeyman Naval Arch.	21.00	* 2.34	49.14
Senior Marine Engineer	25.00	* 2.34	58.50
Journeyman Marine Eng.	21.00	* 2.34	49.14
CADD Technician	15.00	* 2.34	35.10
Clerical	10.00	* 2.34	23.40
Contract Specialist	24.00	* 2.34	56.16

Basic Labor increases shall reflect only percentage authorized to Annual Federal Cost of Living Increases (per GSA Pay Schedule).



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
MARINE DESIGN CENTER, CORPS OF ENGINEERS
WANAMAKER BUILDING, 100 PENN SQUARE EAST
PHILADELPHIA, PENNSYLVANIA 19107-3391

AUG 24 1992

CEMDC/2299-0013

MEMORANDUM FOR HQ, USACE, ATTN: CECW-ID (Hartley), WASH DC

SUBJECT: Support Service for the U.S. Department of the
Interior, Fish and Wildlife Service

1. Reference CECW-ID Memorandum dated 28 April 1992
2. In accordance with your request, a copy of the signed agreement is attached.

Robert C Johnson

ROBERT C. JOHNSON P.E.
Acting Director, Marine Design Center

Encl: InterAgency Agreement No. 14-48-0010-92-907, dated 24 July
1992.

cf. with encl.

CECW-OD (CAMPBELL)