

MEMORANDUM OF AGREEMENT

BETWEEN

THE NATIONAL SCIENCE FOUNDATION AND

THE U.S. ARMY COLD REGIONS RESEARCH AND ENGINEERING LABORATORY

7/67

8/87

SECTION A - INTRODUCTION

This memorandum establishes responsibilities and procedures under which the Cold Regions Research and Engineering Laboratory (CRREL) shall furnish services to the Division of Polar Programs (DPP), National Science Foundation (NSF) in connection with planning, cost estimating, operations and design of various facilities and equipment in Antarctica supported by the United States Antarctic Program, as may be requested by the NSF. These services may require on-site monitoring.

SECTION B - BACKGROUND

1. The National Science Foundation has overall management and funding responsibility for U.S. activities in Antarctica. The President recently reviewed the United States Antarctic Policy and in his memorandum of February 5, 1982, directed that the NSF retain management of the Antarctic Program. It is anticipated that the U.S. interest in Antarctica will be long term.

2. Other responsibilities for the National Program in Antarctica are:

A. Antarctic Policy Group - serves as the Policy guidance body for the totality of U.S. activities under the Antarctic Treaty (described below).

B. Department of Defense (United States Navy), on a reimbursable basis by the NSF, assists in planning, carries out logistic support requested and assures the continuing availability of essential logistics components.

C. Department of Transportation (United States Coast Guard) provides icebreaker services reimbursed, in part by the NSF.

D. Department of State, in addition to chairing the Antarctic Policy Group, is responsible for providing foreign policy direction relative to the U.S. program for Antarctica: for the legal matters relating to the interpretation and implementation of the Antarctic Treaty.

Encl. #1

E. A commercial firm (currently ITT Antarctic Services, Inc., Paramus, New Jersey) under contract to NSF performs construction, operation and maintenance of South Pole, Williams Field, Siple and Palmer Stations, R/V POLAR DUKE and other specified functions at McMurdo Station and in the field.

SECTION C - SCOPE

1. In discharging the National Science Foundation's responsibilities, it is anticipated the NSF's Division of Polar Programs (DPP) will request CRREL to provide support for specific tasks associated with the Antarctic Program. The specific tasking, scope and schedule of activities and work to be performed under this MOA will be the subject of tasking instructions that will be established from time to time by mutual agreement as amendments to this MOA.

2. Initially it is intended that DPP will negotiate with CRREL for the provision of engineering consultation for Antarctic operations in the following areas:

A. Construction and maintenance, including design of concepts and preliminary testing for snow and ice runways and roads

B. Over snow transport

C. Facilities performance including energy, water and waste systems

D. Pilot studies in the field and/or under controlled chamber conditions as required

E. The preparation of state-of-the-art reports, conduct of reviews, and assistance in workshop

F. The development of special equipment and facilities

G. Direct consultation with NSF staff. NSF will arrange and provide site visits and logistics in Antarctica, and salary, material and support cost for specific tasks to be performed by CRREL. CRREL will provide in-house expertise utilizing appropriate personnel and facilities/equipment resources on specific tasks.

SECTION D - AMENDMENT AND TERMINATION

1. This Memorandum of Agreement may be modified, amended or terminated only by written mutual agreement between the NSF and CRREL.

2. In the event circumstances are such that either organization deems it necessary or desirable to terminate this agreement before completion of any services initiated hereunder, the NSF and CRREL will consult in advance of such termination and will, insofar as possible, fix a termination date sufficiently in advance so that the parties may determine how on-going contracts shall be completed; and to make personnel and other adjustments in their operations in light of such termination.

SECTION E - FUNDING AND APPROVAL

1. All task costs both direct and indirect of engineering, design or other requested efforts undertaken for the NSF under this agreement shall be subject to reimbursement.

2. After any negotiation that may be necessary between NSF and CRREL, NSF will issue an Approval and Funding document. CRREL will not obligate any funds in connection with the tasking instructions without the Approval and Funding document.

3. Reimbursement. On a monthly basis, CRREL will bill the NSF on SF 1080 for authorized costs. The NSF will make reimbursement promptly in the amount billed.

SECTION F - ADMINISTRATION

1. The Head, Polar Operations Section, Division of Polar Programs, will be responsible for administering this agreement for the NSF. The Technical Director, CRREL, will be responsible for administering this agreement for the Corps of Engineers.

2. The National Science Foundation will request services from CRREL by letter which will state the requested task and include a description of:

- A. Overall objective
- B. Work requirements
- C. Time constraints
- D. Funding
- E. NSF approval points
- F. Other pertinent task information

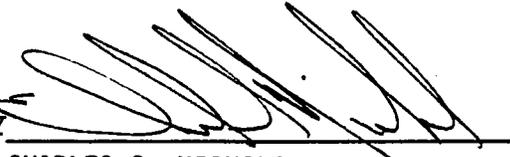
CRREL will respond by letter containing:

- A. Cost estimates for the work requested
- B. Estimated time to completion
- C. Logistics requirements
- D. Other pertinent comments or recommendations

U.S. ARMY COLD REGIONS RESEARCH
AND ENGINEERING LABORATORY

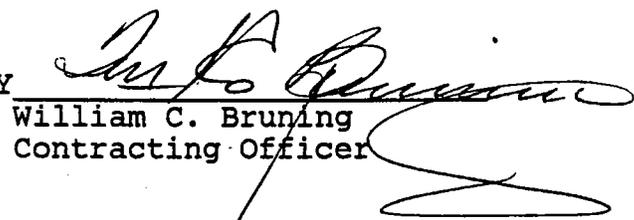
NATIONAL SCIENCE FOUNDATION
DIVISION OF GRANTS AND
CONTRACTS

BY


CHARLES S. NICHOLS
Colonel, Engineer
Commander and Director, USACRREL

DATE 25 August 1987

BY


William C. Bruning
Contracting Officer

DATE

AUG 21 1987

NASA-
9183

INTERAGENCY SUPPORT AGREEMENT

BETWEEN

THE NASA/KENNEDY SPACE CENTER, FL/ENGINEERING DEVELOPMENT DIRECTORATE

AND

THE U.S. ARMY CORPS OF ENGINEERS/SOUTH PACIFIC DIVISION

SEPTEMBER 22, 1983

NASA/CE Interagency Support Agreement

INTERAGENCY SUPPORT AGREEMENT
BETWEEN
THE NASA/KENNEDY SPACE CENTER, FL/ENGINEERING DEVELOPMENT DIRECTORATE
AND
THE U.S. ARMY CORPS OF ENGINEERS/SOUTH PACIFIC DIVISION

1. PURPOSE

The purpose of this Interagency Support Agreement (ISA) is to establish, by mutual agreement, management procedures for construction of facilities/equipment to support the NASA/Kennedy Space Center, FL/Engineering Development Directorate (KSC/DE) for agreed to items that the USAF has delegated to KSC/DE for the VAFB Space Transportation System (STS) program.

2. BACKGROUND

- a. The Department of Defense (DOD) has designated the Air Force to act as its executive agent for all facility acquisition matters pertaining to the DOD launch site of the STS at Vandenberg Air Force Base, CA.
- b. NASA has been requested by the Air Force to provide design and construction of selected features at VAFB and to provide technical advice.
- c. The U.S. Army Corps of Engineers (CE) is the designated DOD construction agent for STS facility work at VAFB. Design responsibilities are divided between the CE and the Air Force.

3. SCOPE OF WORK

See Appendix A.

4. PROGRAM MANAGERS

The primary points-of-contact between NASA and the CE will be the Deputy Division Engineer for Military Construction, South Pacific Division (SPD) and the Director of Engineering Development/Kennedy Space Center, FL (KSC/DE). Within SPD, the Engineering Division and the Construction/Operations Division will jointly manage the overall CE effort. The Sacramento District will be assigned the engineering aspects of the work, and the Los Angeles District will be assigned the construction aspects. Within KSC/DE, the Director, Mechanical and Facilities Engineering will manage the project. Both SPD and KSC/DE will assign an individual to manage the day-to-day activities of each project.

NASA/CE Interagency Support Agreement

5. CONSTRUCTION CONTRACTING

The following authorities shall be exercised in coordination with NASA and the Air Force where appropriate:

- a. The CE shall have the authority (with NASA input) to determine the appropriate contract type and to package the various items in the most appropriate manner.
- b. The CE shall have the authority to select an appropriate contractor.

6. FUNDING AND PAYMENT PROCEDURES

- a. Funding will be provided by NASA (through reimbursable order procedures utilizing NASA Form 523) to the CE South Pacific Division Office which will suballocate funding to its applicable Corps performing District Office. The CE Districts and NASA will jointly develop Statements of Work and the funding requirements for each design and/or construction project. The funding requirements will be estimates of the amounts NASA will reimburse the CE South Pacific Division/Districts for contract payments as well as the cost of inhouse work performed by the CE. Funds for design shall be furnished with each design directive; whereas, funds for construction contracts, contingencies, and supervision and administration of those contracts will be provided prior to each contract award.
- b. South Pacific Division Office and separate District Offices will bill NASA on a monthly basis (utilizing Standard Form 1080) for actual costs incurred as determined by CE cost accounting procedures. These costs include a proportionate share of administrative costs, i.e., standard administrative rates applied to labor costs of the following: design by in-house forces, supervision and review of design contracts and supervision and inspection of construction contracts. Premium effort to complete work at increased costs requires prior approval of NASA. NASA is liable for payment of meritorious claims and disputed claims determined to be payable by the Armed Services Board of Contract Appeals as provided for in contract "Disputes" clauses.
- c. The CE South Pacific Division Office will provide to the NASA/KSC billing office a copy of each suballocation of funding to performing District Offices. Monthly billings by the South Pacific Division Office and/or District Offices will be submitted to:

National Aeronautics and Space Administration
Commercial Accounting and Fund Control Section
Mail Code AC-FMO-23
Kennedy Space Center, Florida 32899

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- d. Inquires as to the status of payment/billing will be addressed to the billing office or via telephone (commercial: area code 305, - #867-3801 or FTS 823-3801).

7. AMENDMENTS AND TERMINATIONS

This Support Agreement may be modified or amended by written agreement between NASA/KSC and the CE/SPD. In the event circumstances are such that either KSC/DE or SPD deem it necessary or desirable to terminate this Agreement before completion of any services initiated hereunder, the parties will consult in advance of such termination and will, insofar as possible, fix a termination date sufficiently in advance so that the parties may make personnel adjustments, fund transfers, and other adjustments in their operation in light of such termination.

8. STATUS REPORTING

KSC/DE shall provide a monthly report outlining the status (design progress, Design Review dates, approved changes, etc.) of each project to SPD. SPD shall provide to KSC/DE a similar report showing construction status, claims, potential problems, etc. Formats and date elements will be mutually agreed depending upon project requirements.

9. REVIEW

This Agreement will be reviewed at least annually by NASA and the South Pacific Division to determine whether any changes are desirable.

10. COORDINATION

This Agreement has been coordinated with, and has the concurrence of the Air Force, Walter S. Yager, Colonel USAF, Commander, Shuttle Activation Task Force, FTS - 986-3863, Comm - (805) 866-3863

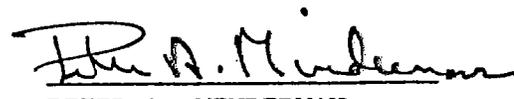
11. EFFECTIVE DATE

This Agreement shall be effective immediately upon the date of the last signature of both parties.

CORPS OF ENGINEERS

NASA


WILLIAM D. BORUM 22 Sept 87
Colonel, CE
Deputy Commander

 9/22/83.
PETER A. MINDERMAN
Director of Engineering
Development

APPENDIX A

SCOPE OF WORK

A. PURPOSE

The South Pacific Division (SPD) will provide procurement, construction management, and allied services as requested by NASA for its assignments in the STS program at Vandenberg AFB, CA. Any or all of SPD's services are available to support NASA in the execution of its projects.

B. RESPONSIBILITIES

1. NASA will:

- a. Issue design and/or construction instructions to the South Pacific Division. NASA has the responsibility for adequacy of instructions, documentation, and criteria.
- b. Keep the South Pacific Division apprised of technical problems resulting from any issue affecting assigned projects so that SPD can provide technical assistance as may be required.
- c. Document and approve field/user changes/modifications.
- d. Review and approve shop drawings.
- e. Develop design and construction schedules with the CE to meet Air Force need dates.
- f. Provide NASA-prepared design documents to SPD for constructability reviews.
- g. Provide cost and schedule information to the CE should such information be required to brief the Air Force or others.

2. South Pacific Division will:

- a. Accept NASA tasking directives and review/issue directives to the Districts for implementation.
- b. Monitor District projects for adherence to cost targets and for execution in accordance with established milestones.

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- c. Exercise command emphasis as necessary during the project execution phase to assure the most efficient and effective methods are employed.
 - d. Provide Division-level technical and constructability review.
 - e. Develop (in coordination with NASA) any special contract provisions.
3. The Districts will:
- a. Based on the South Pacific Division's directives:
 - (1) Participate in reviewing NASA's design projects that are to be procured/implemented by the CE.
 - (2) Implement a construction program to meet NASA's project schedule requirements.
 - (3) Complete procurement documentation suitable for advertising.
 - (4) Perform studies, analyses, surveys, and other assignments on a task-by-task basis as requested by NASA.
 - (5) Provide Government estimates for construction contracts and changes.
 - (6) Assemble for reproduction, issue, and distribute Invitations for Bid/Requests for Proposal and Amendments thereto, Purchase Orders, Delivery Orders, Blanket Purchase Agreements; prepare contract files in final form after Award/Negotiations are complete.
 - b. Provide SPD a monthly design and construction status report.
 - c. Provide the Area Engineer and a Staff sufficient to inspect and administer the construction contract, and provide other project management functions.

C. PROJECTS

Projects shall be assigned and accepted on an individual item-by-item basis.

Project #1:

The initial item shall be to provide construction services (contract bid package preparation, bidding, selection of contractor, inspection and contract management) for construction of the VSL SSME flame duct platform as defined by drawings 79V18194 and 79V25699.



DEPARTMENT OF THE ARMY
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON, D.C. 20314

REPLY TO
ATTENTION OF:

21 SEP 1983

DAEN-ECC-F

MEMORANDUM FOR ASSISTANT SECRETARY OF THE ARMY (CIVIL WORKS)

SUBJECT: Interagency Support Agreement between the NASA/Kennedy Space Center, FL/Engineering Development Directorate and the United States Army Corps of Engineers - - ACTION MEMORANDUM

1. Purpose: To obtain approval to enter into an agreement with NASA/Kennedy Space Center, FL/Engineering Development Directorate (KSC/DE) for construction management support for Space Transportation System facilities at Vandenberg Air Force Base.

2. Discussion:

a. The Department of Defense has designated the U.S. Air Force to act as its executive agent for all facility acquisition matters pertaining to the DOD launch site of the Space Transportation Systems (STS) at Vandenberg Air Force Base, CA. NASA has been requested by the Air Force to provide design and construction of selected features at Vandenberg AFB. The Corps of Engineers is the designated DOD construction agent for the STS facility work at Vandenberg. Design responsibilities are divided between the Corps of Engineers and the Air Force.

b. The Construction of the STS at Vandenberg is one of the largest and most complex programs the Corps of Engineers has undertaken. Numerous interrelated design and construction contracts being carried out simultaneously dictate the need for one manager to coordinate all construction activities. The total scope of the NASA work is still to be determined with the first increment estimated at one million dollars. The Corps of Engineers has the capability to execute the NASA work. The Corps' South Pacific Division and NASA/KSC/DE negotiated a proposed agreement which is enclosed for your review (TAB A.) NASA plans to sign this agreement at the field level and, therefore, it would be appropriate that the South Pacific Division Commander sign for the Corps of Engineers.

21 SEP 1983

DAEN-ECC-F

SUBJECT: Interagency Support Agreement between the NASA/Kennedy Space Center, FL/Engineering Development Directorate and the United States Army Corps of Engineers - - ACTION MEMORANDUM

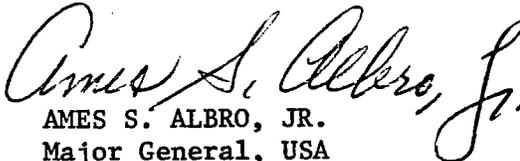
c. This proposal is in the best interest of all concerned. The Corps of Engineers has the expertise and the capacity to support NASA and the U.S. Air Force in the construction of the STS at Vandenberg AFB. The concept of one overall construction coordinator is integral to completing the STS efficiently and on time.

3. Recommendation: Approve the proposed agreement and delegate execution to the field level.

FOR THE CHIEF OF ENGINEERS:

1 Encl

Tab A - SPD/NASA Support Agreement


AMES S. ALBRO, JR.
Major General, USA
Director of Engineering
& Construction

CF: SPD

DAEN-CWR-U