

COOPERATIVE AGREEMENT
BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND THE
CORPS OF ENGINEERS
DEPARTMENT OF THE ARMY
ON CONSTRUCTION

A. AUTHORITY

This agreement is made pursuant to Public Law 85-568 (72 Stat. 426).

B. PURPOSE

The purpose of this agreement is to establish the procedures under which the construction organization of the Corps of Engineers, Department of the Army, may be utilized to perform design or construction services for the National Aeronautics and Space Administration (NASA) at Huntsville, Alabama, Cape Canaveral, Florida, and elsewhere, as desired by NASA.

C. POLICY

It is the policy of the Chief of Engineers to make available the services of his construction forces to perform design or construction services at such places as desired by NASA.

D. PROCEDURES

1. General

Procedures are established herein for the following categories of design and construction projects:

a. Category 1. Design and construction of Army projects (primarily in support of Project Saturn) currently underway at Huntsville, Alabama, and Cape Canaveral, Florida, that are to be transferred to NASA in accordance with the Army-NASA Transfer Plan, December 11, 1959, and the President's Transfer Plan, transmitted to Congress on January 14, 1960, effective March 15, 1960, 25 Fed. Reg. 2151 (1960).

b. Category 2. Design or construction of future projects for the George C. Marshall Space Flight Center (Marshall Center) at Huntsville, Alabama, and at Cape Canaveral, Florida, as desired by the Director, Marshall Center.

c. Category 3. Design or construction for NASA, at such other places as desired.

2. Procedures for Category 1 Projects Prior to Date of Transfer

a. Effective Date of Transfer. The effective date of transfer to NASA of Army projects currently under design or construction shall be as mutually agreed between the Director, Marshall Center or his designee and the Commanding General, Army Ordnance Missile Command (AOMC), or his designee, in accordance with the Army-NASA Transfer Plan, December 11, 1959.

b. Design. Existing procedures for furnishing criteria, performing design, and providing functional review and approval of plans will remain in effect until the effective date of transfer. Subsequent to that date, procedures shall be as indicated below for Category 2 and 3 projects.

c. Construction. The Chief of Engineers, through his appropriate District Engineers, shall be responsible for supervision and inspection of the construction of those Army projects currently authorized that are to be

transferred to NASA, and for providing facilities built in accordance with the approved plans and specifications to the Commanding General, Army Ordnance Missile Command (AOMC) until the effective date of transfer of such responsibility to NASA. Subsequent to that date, procedures shall be as indicated below for Category 2 and 3 projects.

d. Changes. Until the effective date of transfer, instructions for changes in design and/or construction will be transmitted by AOMC to the appropriate District Engineer in accordance with existing procedures.

e. Funding. Funds for design and/or construction shall be furnished by AOMC, until the effective date of transfer.

3. Category 1 Projects Subsequent to the Date of Transfer

Subsequent to the date of transfer of responsibility to NASA, the procedures given below for Category 2 and 3 projects shall be applicable to Category 1 projects.

4. Procedures for Category 2 and 3 Projects

a. General. The procedures applicable to design and construction of Category 2 and 3 projects differ only in that the request for services originates with the Director, Marshall Center, or his authorized representative in the case of Category 2 projects, while the request originates with the Director of Business Administration, NASA, or such other persons as he may authorize, in the case of Category 3 projects. Thus, with this exception, the procedures given below shall be equally applicable to Category 2 and 3 projects as well as to Category 1 projects subsequent to the effective date of transfer to NASA.

b. Request for Design and Construction Services

The Director of Business Administration, NASA, or his designee, and the Director, Marshall Center, or his designee, may make requests for design or construction services direct to the Chief of Engineers or to the Division or District Engineer in whose area of responsibility the project is located. Requests shall be in writing, shall describe the scope of the services desired and the proposed location of the construction, the funding limitation, and shall designate the NASA individual or agency responsible for furnishing design criteria or construction plans and specifications. The Corps of Engineers agency receiving the request shall promptly acknowledge the request in writing, indicating the Engineer agency responsible for furnishing the requested services.

c. Design Standards and Criteria

The NASA designee shall furnish design standards and criteria and any descriptive material or sketches needed to define the general quality, space allocation, functional layout and operating characteristics to be incorporated into the design of the project, to the designated Engineer agency.

d. Design

Based upon the design standards, criteria, and functional requirements furnished by NASA, the designated Engineer agency shall cause designs to be prepared by contract or Government personnel and if desired by the NASA designee, shall submit to him, for approval, single line preliminary drawings and outline specifications indicating the general quality of construction, proposed space allocation, functional layout and operating characteristics. Subsequent development of project drawings and

specifications shall be done under the supervision of the designated Engineer agency so as to comply fully with the requirements of NASA.

e. Siting

The NASA designee shall be responsible for obtaining the necessary real estate rights for the project. The designated Engineer agency shall furnish services in connection with site selection or acquisition of the necessary real estate rights if so requested by the NASA designee. Siting of the project shall be in accordance with sketches or other information furnished by the NASA designee. Site plans shall be submitted to the NASA designee for approval.

f. Construction Contracting

The designated Engineer agency shall be responsible for contracting for construction of projects requested by the NASA designee. Contracts will be based upon plans and specifications prepared by the designated Engineer agency in accordance with paragraph 4d above, or upon plans and specifications and such other requirements as may be set forth by the NASA designee in the construction request or supplementary written request. Where applicable, the designated Engineer agency shall include in the contracts to be let for NASA work, the NASA Property Rights in Inventions Clause.

g. Construction Supervision and Inspection

The designated Engineer agency shall be responsible for supervision and inspection of the construction to insure that the project is built in accordance with the plans and specifications. If desired, the NASA designee may perform general surveillance of the construction in progress, but will report all alleged deficiencies or desired changes to the Engineer

Contracting officer or his authorized representative for necessary action.

h. Changes

If at any time during the construction, changes are necessitated by changes in mission, requirements, function of the project, or otherwise, the NASA designee shall so advise the designated Engineer agency giving the scope of the desired changes. The said Engineer agency shall modify the construction contract to comply with the requirements of the NASA designee.

i. Progress Reporting

The designated Engineer agency shall furnish such information on progress of design and construction at such frequency as shall be requested in writing by the NASA designee.

j. Final Acceptance of the Project

Upon completion of a project, representatives of the NASA designee and the designated Engineer agency shall make a joint inspection of the project to determine that the work has been completed satisfactorily. The designated Engineer agency shall correct by appropriate action under the contract any construction deficiencies resulting from failure to comply with the plans and specifications. Changes desired by the NASA designee that are outside the scope of the contract plans and specifications shall be made by the said Engineer agency only upon approval and funding by the NASA designee. When the project is accepted by the NASA designee, NASA shall assume maintenance thereof. Transfer of accountability from the said Engineer agency to the NASA designee shall be by execution of ENG Form 290. Deficiencies in the construction, if any, shall be listed on the reverse of the ENG Form 290 for necessary corrective action by the contractor on order of the said Engineer agency. However, this shall not delay transfer of the facilities provided transfer prior to final completion can be accomplished under the terms of the contract and is requested by the NASA designee.

k. "As-Built" Plans, Shop Drawings, and Operating Instructions

At the time of transfer of the completed project to NASA, the designated Engineer agency shall furnish to the NASA designee the original plans annotated to show the facility "as-built," final approved shop drawings, copies of the construction contract, and other pertinent documents including such information on operation and maintenance of the equipment as has been furnished by the contractor under the provisions of the contract.

5. Funding

In accordance with paragraph 2F of the "Agreement between the Department of Defense and the National Aeronautics and Space Administration concerning principles governing reimbursement of costs," dated November 12, 1959, signed by the Administrator, NASA, and the Deputy Secretary of Defense, the costs of design, construction, site selection, or real estate assistance undertaken by the Corps of Engineers at the request of NASA shall be charged to NASA funds on the basis of "project costs," including such additional funds required to pay contractor claims arising under the provisions of the contracts. NASA funds shall be transferred to the Department of the Army by Standard Form 1151. If additional funds are required for any project, the NASA designee shall be so advised. His consent shall be obtained and the additional funds furnished prior to incurring any additional obligations. Excess funds remaining at the completion of the project shall be returned to NASA.

E. EFFECTIVE DATE

This agreement shall be effective immediately upon signature of both parties below.

E. C. Itschner
E. C. ITSCHNER
Lieutenant General, USA
Chief of Engineers
Department of the Army

Albert F. Siepert
ALBERT F. SIEPERT
Director of Business
Administration
National Aeronautics and
Space Administration


DATE: April 2, 1960

DATE: April 4, 1960


Amendment 1: Cooperative Agreement Between the National Aeronautics and Space Administration and the Corps of Engineers, Department of the Army, on Construction (April 1960). Paragraph D5 of this agreement is changed to:

D5. Funding.

* In accordance with paragraph 2F of the "Agreement between the Department of Defense and the National Aeronautics and Space Administration concerning principles governing reimbursement of costs," dated November 12, 1959, signed by the Administrator, NASA, and the Deputy Secretary of Defense, the costs of design, construction, site selection, or real estate assistance undertaken by the Corps of Engineers at the request of NASA will be reimbursed by NASA on the basis of "project costs," including costs of settling contractor claims arising under the provisions of the contracts. For this purpose project costs are the customary charges used by DOD for charging DOD sponsored non-military projects, which include applicable engineering and design services and construction expenses whether by contract or hired labor, costs of supervision and inspection of construction, and overhead at the current Engineer district rate for civil activities. Labor costs include surcharge rates established to cover employees leave and government contributions for insurance, health benefits, and retirement. Work will only be undertaken when NASA has assured in writing the availability of funds for reimbursement. If additional funds are required for any project, the NASA designee shall be so advised. His consent shall be obtained, and an availability of funds statement furnished, prior to incurring any additional obligations."


KEITH R. BARNEY
Major General, USA
Acting Chief of Engineers
Department of the Army

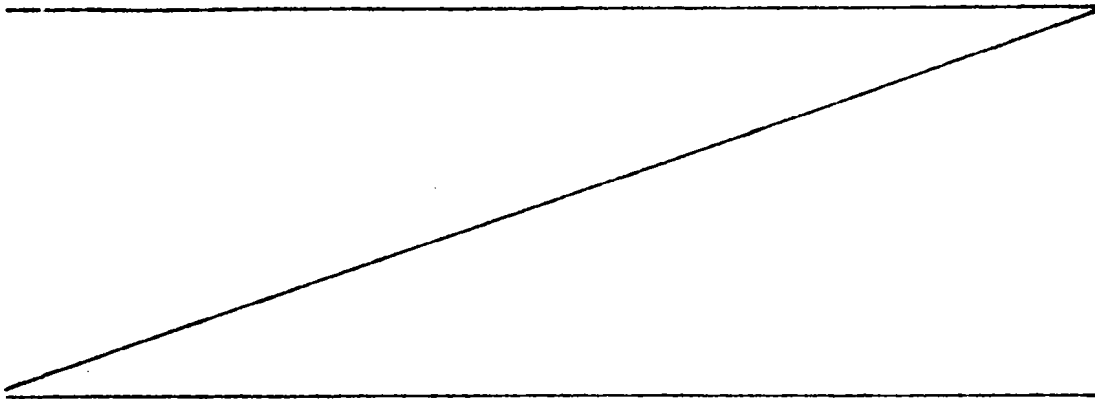
DATE: 10 May 1961


ALBERT F. SIEPERT
Director of Business
Administration
National Aeronautics and
Space Administration

DATE: JUN 7 1961

Amendment 2: Cooperative Agreement Between the National Aeronautics and Space Administration and the Corps of Engineers, Department of the Army, on Construction (April 1960), as amended.

Paragraph D5 of this agreement is amended by deleting the following phrase from the second sentence thereof: "at the current Engineer district rate for civil activities."



This amendment is effective as of 1 December 1961.

W. K. Wilson, Jr.

W. K. WILSON, JR.
Lieutenant General, USA
Chief of Engineers

James S. Webb

National Aeronautics and
Space Administration

DATE: 16 November 1961

DATE: 6 December 1961