

Tunnel 9

Memorandum of Agreement

Between

**The Air Force and The General
Services Administration**

15 July 1997

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**Memorandum of Agreement
Between General Services Administration
and The Department of The Air Force**

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15 July 1997

MEMORANDUM OF AGREEMENT
BETWEEN GENERAL SERVICES ADMINISTRATION
AND THE DEPARTMENT OF THE AIR FORCE

TO USE LAND AND FACILITIES FOR OPERATION AND MAINTENANCE OF
HYPERVELOCITY WIND TUNNEL 9 AT WHITE OAK
SILVER SPRING, MARYLAND

Representatives of the General Services Administration (hereafter referred to as simply "GSA" or "Grantor") and the Secretary of the Air Force (hereafter referred to as "Air Force" or "Grantee") agree to use and operate Wind Tunnel 9 facilities according to the terms of this agreement. Wind Tunnel 9 facilities are located at White Oak, Silver Spring, Maryland and identified in **EXHIBITS A and B**, attached hereto and made part hereof, hereinafter referred to as the Premises

The purpose of this Memorandum of Agreement (MOA) is to define the ongoing responsibilities of the GSA and the Air Force as they apply to the continued use of Wind Tunnel 9. In furtherance of this MOA, it is hereby agreed that:

1. The use, operation, and occupation of the described Premises shall be without cost or expense to the GSA, and under the general supervision of the (Local GSA property administrator/name and address), or his/her duly authorized representative, over the Premises located at White Oak, hereinafter referred to as said officer.
2. All correspondence and notices to be given pursuant to this MOA shall be addressed, to the Grantee, (Address of Air Force Signatory) and, to the Grantor, the Regional Administrator, GSA, National Capital Region(address), or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given when actually received by the recipient.
3. The Air Force has inspected the condition of the premises. It is understood that these premises, buildings, improvements and fixtures are provided in an "as is, where is" condition without representation on the part of the GSA to make any alterations, repairs or improvements. Both parties agree to the physical condition report attached hereto and made a part hereof at **Exhibit C**. It is the understanding of the parties that GSA will be responsible for non-mission related activities at the premises such as those matters which are identified in paragraph 6 below. The Air Force will be responsible for all mission related activities which include the safe operation of the equipment, machinery and related apparatus inside the buildings covered by this Agreement. GSA's activities inside the buildings covered by this Agreement will be limited to those matters covered in **Exhibit D**.
4. The Air Force will occupy the Premises in good order and condition and exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather or other causes. Any property under the control of the GSA damaged or destroyed by the Air Force incident to the exercise of the privileges herein granted will be

promptly repaired or replaced by the Air Force to the satisfaction of said officer. Subject to the provisions contained within paragraph 14a below.

5. Any interference with the use of or damage to the property under control of the GSA incident to the exercise of the privileges herein granted will be promptly corrected by the Air Force to the satisfaction of said officer. Subject to the provisions contained within paragraph 14a below.

6. GSA is responsible for the provision of all utilities, janitorial services, building maintenance, grounds maintenance, pest control, security and fire protection for the premises at a rate to be reimbursed by the Air Force. If GSA chooses not to provide these services, the Air Force may enter into its own independent contract for such services. Fire protection includes those matters identified in Paragraph 5 of Exhibit D. Emergency response and fire protection services are provided by the local community fire department at no cost. The rate for reimbursable services will be reimbursed by the Air Force to GSA. The reimbursement rate and specific identification of these services will be attached hereto and made a part of this Agreement as **Exhibit D**.

7. On or before the date of expiration or termination of this MOA or its relinquishment by the Air Force, the Air Force will vacate the Premises and remove its property therefrom.

8. The Air Force will comply with all applicable Federal, state, interstate, and local ordinances and regulations wherein the Premises are located.

9. No real property additions to or alterations of the Premises will be made without the prior written approval of said officer. The Air Force will submit its Construction Hazardous Materials Management Plan to said officer for approval before construction begins. Approval by the GSA will not be unreasonably withheld.

10. The Air Force will not conduct any improvements or construction on any of the described Premises which contain asbestos-containing material(ACM) or lead based paint, without prior approval of the said officer.

11. The Air Force will comply with all applicable laws and policies on occupational safety and health, including those related to lead and asbestos, the handling and storage of hazardous materials, and the proper disposal of hazardous wastes generated by its activities. The Air Force will also be responsible for the cost of proper disposal of hazardous wastes generated by its activities pursuant to this MOA.

12. The Air Force will comply with all applicable environmental laws, rules, regulations, and standards with regards to its activities on the premises. The Air Force shall not be held responsible for preexisting environmental violations or those which do not result from its activities on the premises. The Air Force will be responsible for all mission related environmental and operational permits. The GSA will be responsible for all permits

associated with providing general utilities, including any dedicated plants installed by the Air Force after the GSA assumes ownership of the complex.

13. The Navy has prepared base-wide environmental documentation with respect to the environmental condition of the property at the time of transfer from the Navy to GSA. The Air Force has had an opportunity to review that document and agrees that documentation accurately reflects the condition of the property at the time of execution of this MOA. The Air Force agrees that it will be bound by the designation of environmental responsibility contained in the Memorandum of Agreement to be executed by GSA and the Navy for any environmental condition or contamination which exists at the property at the time of transfer. Further, the Air Force acknowledges its responsibility and liability for response actions within the premises caused by or attributable to the Air Force mission performance. GSA will be responsible for environmental liability and response costs arising from GSA's performance of its responsibilities described in this MOA.

14. Liability

a. To the extent authorized by 10 U.S.C. 2691, and subject to the availability of appropriations, the Air Force will be responsible for all risks of loss or damage to property by reason of or incident to Air Force mission performance and the Air Force use of the premises or the activities conducted by the Air Force pursuant to this MOA. However, in the event of damage to the facility resulting in the loss of use of all or a part thereof, where either party is desirous of rebuilding at this (the White Oak) location, it is understood and agreed that a panel of Air Force, GSA and DoD principals shall be convened for the purpose of evaluating if and/or where the damaged facility should be rebuilt in order to achieve the needs of the Air Force and the overarching goals of this MOA.

b. The GSA will, be responsible for any risk of loss or damage to property and injury or death to persons by reason of any of the activities for which GSA is responsible pursuant to this MOA and not related to mission performance by the Air Force on the premises in question. GSA will remain responsible for the vacant Buildings/Facilities listed in Exhibit B and for space within Building 405 to which the Air Force does not exercise exclusive use. The Air Force will not interfere with GSA's interest in those facilities. GSA will be responsible for the maintenance and security of vacant Buildings/Facilities that continue in an unoccupied status. GSA will provide 1 day notice to the Air Force before permitting another party to occupy any of the vacant Buildings/Facilities within the 400 area complex.

c. Any injury or death to persons by reason of or incident to Air Force mission performance, Air Force use of the premises or activities of the Air Force pursuant to this MOA shall be the responsibility of the Air Force.

15. The Air Force will neither transfer nor assign this MOA or any interest therein or any property on the described Premises, or create any interest therein, without the prior

written consent of the GSA. Moreover, the Air Force will not grant any privilege or permit which impacts upon the rights of the said officer, or is contrary to the terms of this MOA without the prior written consent of the said officer.

16. The Air Force will furnish the said officer, for his prior written consent, a copy of each transfer or assignment it proposes to execute. Such consent may include the requirement to delete, add or change provisions in the transfer or assignment instrument as the GSA will deem necessary to protect its interests. Consent to or rejection of any transfer or assignment shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under this MOA. The GSA's consent or rejection or notice of any required changes shall be provided within thirty (30) days of receipt of the proposed transfer or assignment.

17. Any transfer or assignment agreement shall include the provisions set forth in paragraphs 10, 11 and 12 of this MOA as well as any Special Environmental Restrictions which may be required and must expressly provide that (1) the transfer or assignment is subject to all of the terms and conditions of the MOA; (2) the transfer or assignment shall terminate with the expiration or earlier termination of the MOA; and (3) in case of any conflict between this MOA and the transfer or assignment instrument, the MOA will control. A copy of the MOA shall be attached to the transfer or assignment instrument.

18. In addition to the notice prescribed in paragraph 16. above, and subsequent to approval of the transfer or assignment, the Air Force will notify applicable Federal and State environmental regulatory agencies of any transfer, assignment, or other grant of interest no less than fourteen (14) days prior to the proposed transfer of interest or otherwise requested by permit and will simultaneously supply a copy of such notification to the said officer.

19. This MOA shall not be transferred or assigned to any entity outside the Federal Government.

20. This MOA shall only be modified or amended by mutual agreement of the parties in writing.

21. In the event that issues arise upon which the GSA and the Air Force cannot agree, the parties commit to using their best effort to resolve any disputes through a meeting of the Regional Administrator, GSA and the Command Civil Engineer, HQ Air Force Materiel Command, if needed. Disagreements between the GSA and the Air Force shall be addressed in confidence and there shall be no disclosure to third parties of the nature of disagreement, except to the extent that disclosure to regulators is required.

22. This MOA shall be effective for a five (5) year period (1 Oct 1997 through 30 September 2002) or until such time as an agreement to terminate the MOA is mutually reached by The GSA and the Air Force. The agreement will be open for review, revision and extension every five (5) years thereafter.

**SIC
HEI**



Regional Administrator
General Services Administration
National Capital Region

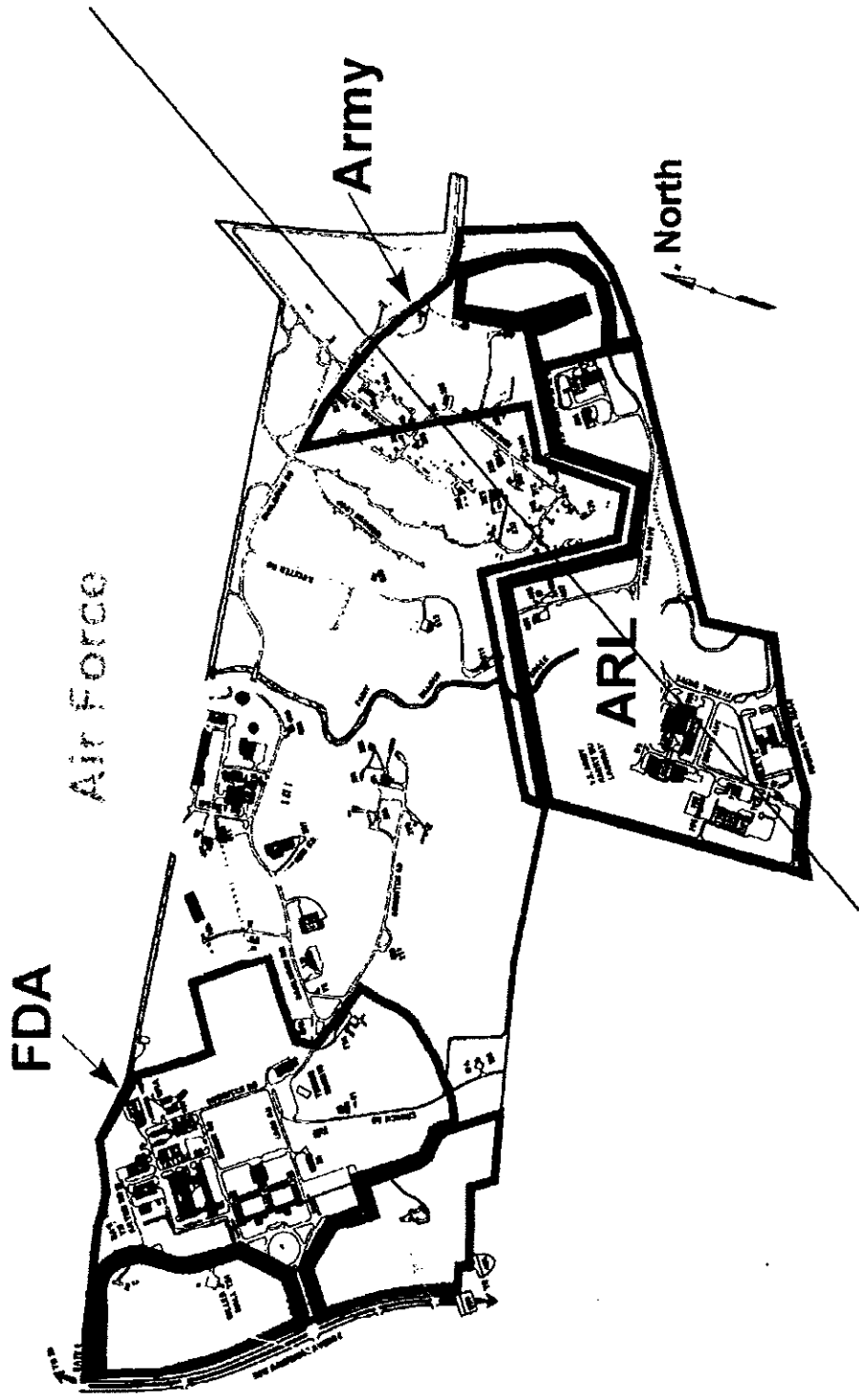
Date 9/25/97



ROBERT W. CHEDISTER
Colonel, USAF
AEDC Commander

Date 9 Sep 97

**WHITE OAK SITE
POTENTIAL USE DELINEATION**



**Buffer
Zone**

**Exhibit A1
White Oak Site**

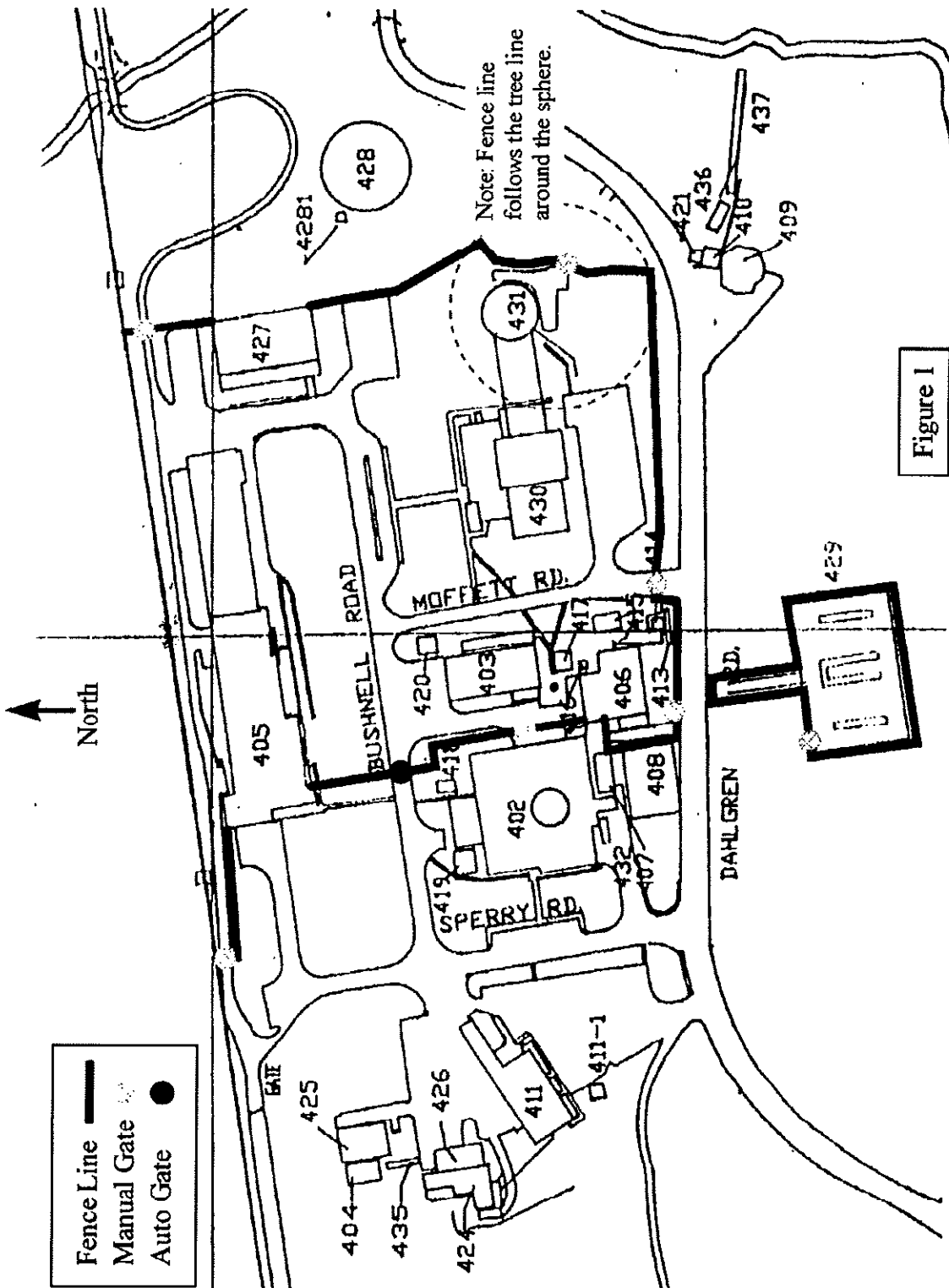


Figure 1

EXHIBIT A2
Tunnel 9 Fenced Area

EXHIBIT B
Listing of *exclusive* use facilities

<u>Building</u>	<u>Gross Square Feet (GSF)</u>	<u>Description</u>
403	20,670	Vacuum Compressor Plant
405	58,186	Main office/lab space Replaces 402 & 406
430	26,300	Tunnel 9 and office space

Listing of **temporary exclusive** use facilities
(to be vacated once renovations to Bldg. 405 are complete.)

402	N/A	Office space, nitrogen pumping station, secure room, cal & optical lab, computer facility, machine shop, gasification room.
406	N/A	Office space, storage, video editing, EE lab, heater liner repair, barrel storage, extended machine shop, Balance Calib. Rig.

Support structures associated with the above listed facilities

415	N/A	Cooling Tower
416	N/A	Transformer
417	N/A	Cooling Tower
420	N/A	Transformer
429	N/A	Nitrogen Supply System Bottle Field
431	N/A	Tunnel 9 Vacuum Sphere
432	N/A	Nitrogen Storage Tank (to be moved to B430)
No Number	N/A	Nitrogen Supply Shed (attached to 402, to be moved to 430)

EXHIBIT B
continued

No Number	N/A	High Press. Manifold (behind 402)
No Number	N/A	Inductrol Unit (behind 406)
No Number	N/A	Two green transformers (behind 405)

Listing of nonexclusive use facilities

Pavements: Parking, Roads, Sidewalks

404	N/A	Electrical Substation
425	N/A	Electrical Substation
435	N/A	Electrical Substation

The Air Force assume no liability or responsibility (including environment) for any buildings within the security area that are not listed above in EXHIBITs A and B

Vacant Buildings/Facilities

Building

402	Supersonic Wind Tunnel Facility
406	Hypersonic Wind Tunnel Facility
407	3,000 psi Air Bottlefield
408	5,000 psi Air Bottelfield
413	Propane Tank
414	Propane Shed
415	B406 Cooling Tower
418	B402 Cooling Tower (not needed after we leave 402)
419	B402 Electrical Transformer (not needed after we leave 402)
427	Hydroballistic Water Tank

EXHIBIT C
Physical Condition Report

Building	Condition
Exclusive use facilities (Office Space & Tunnel 9)	
403	Good overall condition, friable Asbestos will be removed during installation of stand alone heating unit.
405	Sound structurally, being renovated August 1997, friable Asbestos will be removed during installation of stand alone heating unit.
430	Good Condition, friable Asbestos will be removed during installation of stand alone heating unit. (Tunnel 9)
402	Good Condition (temporary - until move to Building 405)
406	Good Condition (temporary - until move to Building 405)
Support structures associated with the above facilities	
415	Good Condition
416	Good Condition
417	Good Condition
420	Good Condition
429	Good Condition
431	Good Condition
432	Good Condition

Note: Exterior pavements are noticeably worn but in serviceable condition.

EXHIBIT D

GSA Services

The Air Force will require that GSA contractors perform services in Air Force controlled space on the White Oak complex. Specifically, services will be requested in the following buildings:

Bldg No.	GSF
403	20,670
405	58,186
430	26,300
Total	105,156

1. Custodial/Cleaning

Through the Commercial Facility Management (CFM) contract that GSA will have in place at the White Oak complex, the Air Force will receive the following services: office and public space cleaning, solid waste removal, recycling, snow removal, and pest control. Services will be in accordance with those described in the attached specification. The price of these services will be a separate line item in the contract, and the Air Force will be responsible for the full amount as bid by the contractor and negotiated by the GSA.

The costs for the initial period (one year) of the contract are:

Custodial Work: \$29,724.96
Pest Control: \$9,908.28
Snow Removal: $\$5,375 \times 5.3\%$ (acres occupied) = \$284.87

Total Cost: \$ 39,918.11

Removal of hazardous waste is outside the scope of the basic CFM contract and will remain the responsibility of the Air Force. Should this service be necessary, it will be considered a miscellaneous service under Item 9 of this Exhibit.

2. Utilities

Effective August 1, 1997, the GSA will assume responsibility for the operation of the Heating Plant located on the complex. The GSA will keep the Heating Plant in operation through the winter of 1997/1998, and provide the Air Force with steam from the Plant. After the winter of 1997/1998, the GSA will evaluate the necessity of Heating Plant operations. Once the new stand-alone heating units are installed in B403, 405, and 430, the GSA will assume ownership and responsibility for their operation and include operation and maintenance of these systems in the CFM contract (the GSA is responsible for all cost without reimbursement for any environmental cleanup that may result from the secondary fuel heating oil).

EXHIBIT D
continued

In addition to providing steam to the Air Force, the GSA will be responsible for payment of the water, sewage and electricity bills on behalf of the Air Force: Except for steam, water, and sewage, the Air Force will reimburse the GSA for the actual costs of utilities consumed. These costs will be determined by submeters on all Air Force locations. The Navy will install all submeters as part of its installation of stand alone heating systems. Water and sewage costs will be based solely on the GSA estimate that is derived from personnel occupancy rates. The Air Force will be responsible for payment of its telephone bill directly to DTS-W.

Estimated cost for Fiscal Year 1998:

Utility	Rate	Bldg 403	Bldg 405	Bldg 430	Total by Utility
Electricity	\$1.50 gsf	\$31,005	\$87,279	\$273,650*	\$391,934
Steam	\$4.90 mbtu .03798 mbtu/gsf**	\$3,847	\$10,829	\$4,894	\$19,570
Water/sewer***		\$140	\$ 1,528	\$1,309	\$2,977
Total by Bldg		\$34,992	\$99,636	\$279,853	\$414,481

* Includes \$234,200 estimate for operating the wind tunnel for 10 out of 12 months a year. Assumes 4 summer months and 6 winter months. Based on 2,000 KW demand spike and current Maryland PEPCO rates.

** The annual steam cost estimates are determined by using \$4.90/mbtu for the average cost of gas used by the steam plant, a factor of .03798 mbtu/gsf for average NCR building steam use, and the gsf of each building. The steam estimates are to cover the cost of gas only.

*** estimate based on gallons/day usage as determined by ASHRAE data and current WSSC rates

3. Operation and Maintenance (O&M)

Through the CFM contract in place, the Air Force will receive all services necessary to operate & maintain building equipment, as described in the attached specification (EXHIBIT D 1). Operation and maintenance services DO NOT include service calls that exceed \$150 (\$50p/hr x 3 hrs), or operation or maintenance of specialty equipment used by the Air Force in its Wind Tunnel operations. In addition, the Air Force will be responsible for procuring all necessary permits to operate mission related agency-owned equipment. When GSA support is requested in areas that are not covered under basic operation and maintenance services, the price of these services will be determined at the time of the request, based on the cost to have a contractor

EXHIBIT D
continued

provide them. Operation and maintenance services for the Air Force portion of the White Oak complex will be a separate line item in the CFM contract, and the Air Force will be responsible for the full amount as bid by the CFM contractor and negotiated by the GSA.

The costs for the initial period (one year) of the contract are:

Operation & Maintenance of Mechanical Equipment: \$118,897.20

Miscellaneous Work: \$29,724.96

Total O&M costs: \$ 148,622.16

4. Facilities Management Service

In addition to custodial and operation and maintenance services, the CFM contractor will provide overall facility management services for the complex, including service call response. Services will be in accordance with the attached specification. The Air Force will pay a share of the cost of such services, as bid by the contractor for the Air Force area.

Total costs for the initial contract period (one year) are:

\$ 19,816.56

5. Protection/Emergency Services

The Federal Protection Service (FPS) contract for guard service will provide 24 hours, 7 days a week monitoring for security and fire alarms and the 911 system. This cost is included in the cost for protection services which is quoted in item Number 6 of this Exhibit. Through an existing fire protection contract, GSA will provide for annual fire inspections for Air Force Buildings No. 403, 405, and 430. Fire protection surveys include a review of both environmental and fire protection items.

Estimated Cost for Fiscal Year 1998:

\$3,552 for all three buildings

6. Grounds Maintenance

GSA will receive grounds maintenance services at the White Oak complex from the existing vendor (contract obtained by the Navy). The contract specifies grass cutting one time per week during the cutting season (31 weeks) at a charge of \$55.00 per acre. The Air Force will purchase grounds maintenance services for the 2 acres of cuttable ground in the 400 area complex. The contract does not include routine planting, tree maintenance or leaf removal, but these and other associated services may be purchased on an ad hoc basis.

Estimated cost for fiscal year 1998:

EXHIBIT D
continued

$\$55.00 \text{ p/acre} \times 2 \text{ acres} = \$110 \text{ per cut} \times 31 \text{ cuts} = 3,410$

7. Administrative Services

The GSA will arrange with the US Postal Service to provide mail delivery to Building 402 and later to 405 (after the Air Force has moved from 402 to 405). The GSA will also allow visitor's onto the White Oak complex through its security contract so that they may be processed by Air Force Security in B405.

Mail Services no additional charge

Visitor Processing - no additional charge

8. Protection Services

Through a contract obtained by its Federal Protective Service (FPS), the GSA will provide security for the White Oak complex, including the operation of guard stations, patrols of the perimeter fence, exterior survey of buildings and grounds, and alarm response. The Air Force will pay its proportional share of the security costs, based on acres occupied. The Air Force will provide any special building security required. The cost of protection services will be paid under a separate RWA, payable to the FPS. White Oak is a 750 acre complex with the Air Force occupying 40 of those acres. The estimated cost will be adjusted to reflect actual costs once a contract bid is received.

$40 \text{ acres} / 750 \text{ acres} = 5.3\%$

Estimated cost for fiscal year 1998:

$\$17.00 \text{ per hour} \times 64,332 \text{ hours} = \$1,093,644 \times 5.3\% = \$57,963.13$

9. Miscellaneous Services

As needed, and based on the availability of the GSA resources, the Air Force may purchase other miscellaneous services from the GSA. These services include but are not limited to: technical expertise, contracting support, vehicle/equipment rental, computer/network support, moving/rigging, and major repair services including crane certification. The cost for these services will be determined at the time of request, based on project scope.

10. Payment Procedures

The Air Force will reimburse the GSA for the direct cost of services utilized under this Agreement on a quarterly basis, at the beginning of each quarter. The reimbursement will occur through the use of a recurring (R-Type) Reimbursable Work Authorization (RWA) (GSA Form 2957) payable to the North PMC for all operation services (numbers 1-7 above). The RWA for protection services will be payable to FPS. The Navy will purchase services from the GSA from 1 August 1997 to 30 September 1997. The Air Force will begin purchasing services from the GSA effective 1 October 1997.

EXHIBIT D
continued

a. The total amount of the operations RWA will equal the estimated costs as stated above, plus a GSA management/oversight fee and an overhead charge. The management and overhead charges will be as follows:

Overhead for processing R-Type RWA	\$100
Management & Oversight fee	6% of total value of RWA

b. These rates are in accordance with the rates the GSA charges other Federal agencies who receive reimbursable services from the GSA. They will be adjusted as the published GSA rates change.

c. For Fiscal Year 1998, the recurring RWA for operations services should be for the following amount:

Operation Services
RWA

Service	Annual Amount	Quarterly Amount
Custodial/Cleaning	\$39,918.11	\$9,979.53
Utilities	\$414,481.00	\$103,620.25
Operation & Maintenance	\$148,622.16	\$37,155.54
Facility Management	\$19,816.56	\$4,954.14
Fire & Emergency	\$3,552.00	\$888.00
Grounds Maintenance	\$3,410.00	\$852.50
Subtotal	\$629,799.83	\$157,449.96
Overhead Charge	\$400.00	\$100.00
Subtotal	\$630,199.83	\$157,549.96
Management & Oversight	\$37,811.99	\$9,453.00
Total	\$668,011.82	\$167,002.95

d. The GSA will reconcile the actual costs of utilities consumed (as measured on the submeters) with the estimated amount included in the RWA. If actual costs vary from original estimates, then RWA estimates for subsequent billing periods (i.e. quarter), in the same fiscal year, will be adjusted accordingly (+ or -). These adjustments will include a prorata share of the GSA (6%) management fee.

EXHIBIT D
continued

e. The total amount of the protection services RWA will equal the estimated costs as stated below, plus a GSA management/oversight fee and an overhead charge. The management and overhead charges will be as follows:

Overhead for processing R-Type RWA	\$100
Management & Oversight fee	6% of total value of RWA

f. For Fiscal Year 1998, the recurring RWA for protection services should be for the following amount:

**Protection Services
RWA**

Service	Annual Amount	Quarterly Amount
Protection	\$57,963.13	\$14,490.78
Subtotal	\$57,963.13	\$14,490.78
Overhead Charge	\$400.00	\$100.00
Subtotal	\$58,363.13	\$14,590.78
Management & Oversight	\$3,501.79	\$875.45
Grand Total for Protection	\$61,864.92	\$15,466.23

EXHIBIT D1
Operation and Maintenance Specification

Table of Content

Contract GS-11P97MJC0007	Dated	08/01/97
Amendment 01	Dated	4/11/97
Amendment 02	Dated	4/17/97
Amendment 03	Dated	4/21/97
Modification PA01	Dated	7/08/97