

MEMORANDUM OF AGREEMENT
between
ARMY AND AIR FORCE EXCHANGE SERVICE
and
UNITED STATES ARMY GARRISON, FORT SILL
for the
IMAGE UPDATE/CONSOLIDATION OF SHOPPING CENTER
AAFES PROJECT NUMBER: 3850-12-003

1. **PURPOSE:** This Memorandum of Agreement (MOA) between Fort Sill and the Army and Air Force Exchange Service (AAFES) defines responsibilities and establishes support relationships between parties.
2. **APPLICABILITY:** The provisions in this MOA apply to the interior renovation and expansion of the AAFES Shopping Center at Fort Sill, OK.
3. **EFFECTIVE PERIOD:** The effective period of this MOA will commence on the date of mutual acceptance as indicated by the latest signature date contained in this MOA, and will remain in effect until acceptance of the DD Form 1354, Transfer and Acceptance of Military Real Property.
4. **REFERENCES:** The authorities for this MOA include:
 - a. DoD Instruction 1015.15, Establishment, Management, and Control of Non-appropriated Fund Instrumentalities and Financial Management of Supporting Resources, dated 31 Oct 07 with change 1 dated 20 Mar 08.
 - b. DoD Instruction 1330.09, Authorizes Non-appropriated Fund Instrumentalities to contract with Other Agencies and Instrumentalities to provide Contract Services, dated 7 Dec 2005.
 - c. 10 US Code, Section 2492, Non-appropriated fund instrumentalities: contracts with other agencies and instrumentalities to provide goods and services, dated 2004.
 - d. DoD Instruction 4000.19, Support Agreement, 25 Apr 2013.
 - e. UFC 4-010-01, DoD Minimum Antiterrorism Standards for Buildings, dated 09 Feb 12, and UFC 4-010-02, DoD Minimum Standoff Distances for Buildings, dated 09 Feb 12.
 - f. UFC 1-300-08, Criteria for Transfer and Acceptance of Military Real Property, dated 16 Apr 09.

- g. AR 215-8/AFI 34-211, Army and Air Force Exchange Operations, dated 05 Oct 12.
- h. AR 420-1, Army Facilities Management, dated 28 March 2009.
- i. AR 215-1, Morale, Welfare, and Recreation Activities and Non-appropriated Fund Instrumentalities, dated 24 Sep 10.
- j. MOU between AAFES and Department of the Army (DA) for operation of the Army Military Clothing Sales Stores (AMCSS), dated 11 Sep 96.
- k. Nothing contained in this MOA is intended to limit responsibilities of the parties in reference to other Army regulations, DoD directives or instructions, or other applicable guidance.

5. SCOPE/CONCEPT OF OPERATION: This project will be designed and constructed to the estimated costs as defined in the approved Construction (C) vs. Maintenance and Repair (M&R) programming document and will incorporate the provisions of all applicable parties' design criteria. Criteria conflicts will be reviewed by affected parties and resolved on a case by case basis in a timely manner.

- a. The NAF portion of this project reconfigures a portion of the existing inventory area into retail space. Relocate the bank and customer service from the rear of the store to the front. Relocate the gun vault/counter from the side of the store to the rear. Relocate the drink stations and food concept in the center of the food court. Modify and upgrade mechanical, plumbing and electrical systems throughout the building. Update finishes throughout the building. The project reconfigures the Mall and concessions in order to accept activities relocating from the PXtra. Items relocating from the PXtra include merchandise categories, an optometrist, tactical shop, UPS Store and Laundry Dry Cleaner. A 7,349 SF addition is also included to accommodate the Outdoor Living (ODL) Sales items which are relocating from the PXtra. The ODL consists of three components: 1) 2,500 SF of slab open to the elements; 2) 2,226 SF of slab with columns and sunscreen; and 3) a 2,623 SF enclosure with slab, roof, walls, HVAC system, etc. Rework parking lot curb adjacent to the addition.
- b. AAFES will also repair the roof, sanitary sewer line and replace the fire alarm system and install new mass notification system for the existing shopping center if Appropriated Funding (APF) is provided. Site plans enclosed.

6. DUTIES AND RESPONSIBILITIES:

a. AAFES RESPONSIBILITIES:

- (1) Serve as the user of the AAFES facilities identified in this plan; and, as

the primary funding agency of such, assume overall responsibility for the functionality, schedule, and cost management of the project.

- (2) Provide all necessary actions to design and construct the project identified in the plan, and take actions to purchase and install equipment scheduled for the exchange portion of the project. AAFES will design and execute APF eligible work if Fort Sill agrees to reimburse AAFES for such work.
- (3) Provide access roads, curbing, parking lots, and utilities, to include privatized utilities, to the project site if they only serve the project facility and do not contribute to the overall installation development.
- (4) IAW UFC 1-300-08, provide interim DD Form 1354 document(s) to the Director of Public Works for all capital improvements within 30 days of completion, placed in service or beneficial occupancy for processing and acceptance of a completed facility or significant portion thereof. Provide final DD Form 1354 within 90 days of project for financial closeout.
- (5) Monitor the general contractor's performance on one-year building warranty.
- (6) Provide as-built drawings, closeout documents and warranty information on building systems to the Director of Public Works.
- (7) During the on-site pre-design meeting on 30 Sep 2014, Garrison representatives agreed no additional intrusion detection systems were required by the installation or Army higher headquarters.
- (8) Properly contract for and carry out any and all work funded by Fort Sill as specified in this MOA and as authorized by paragraph 4.12 of reference 4.b. and reference 4.c.
- (9) Return all, or a portion, of the PXtra to the installation for disposition.

b. FORT SILL RESPONSIBILITIES:

- (1) For the ODL addition - Provide a project site, free of contamination, environmental hazards, and existing construction above and below grade, and in accordance with the installation master plan. Provide any funding actions required to free the site of these encumbrances or to study project integration into overall installation development. If unforeseen environmental contamination, environmental hazards or existing construction are found on site during construction, the host installation will program and fund projects to correct these deficiencies. If project integration studies identify concerns to the overall installation development, program and provide funds to correct deficient areas.

- (2) Review and comment on designs and specifications during the design review process. Identify all available and underlying utilities, pipelines, and similar items under the project site pertinent to the design.
- (3) Provide approval and acceptance of DD Form 1354 within 90 days of facility transfer from AAFES.
- (4) Provide for the maintenance and repair of all installed real property components upon inspection and acceptance of the completed facility. Where phased occupancy occurs, provide for the maintenance and repair of all installed real property components upon inspection and acceptance.
- (5) Agree to accomplish upgrading the roof and sanitary sewer repairs before AAFES begins work, or provide funds for the roof and sanitary sewer repairs to AAFES prior to solicitation. The Garrison will also fund to replace the fire alarm system and install new mass notification systems.

c. BOTH PARTIES AGREE:

- (1) Fort Sill will provide the Record of Environmental Consideration (REC) and AAFES will ensure it is complied with the contract.
- (2) Fort Sill and AAFES will ensure completion and approval of all necessary installation-specific programming documents and provide coordination with other service organizations as necessary.
- (3) For any unforeseen removal of encumbrances related to a clean site, AAFES will identify the problem and provide an estimated cost of remediation to the Fort Sill technical POC for approval (see para 10.a.(2)). No further actions may be taken until approval is granted by Fort Sill. Upon approval, Fort Sill will provide funding.

7. FINANCIAL RESPONSIBILITIES:

a. AAFES FUNDING:

- (1) All design, construction, relocation of gas line, relocation of water line, storm sewer line, electrical, and all other utility relocations required due to this and equipment specific to the AAFES assigned facilities identified in this project.
- (2) All related planning, supervision, administration and overhead incidental to AAFES portions of specific projects.
- (3) All contracted environmental assessments required to comply with the EIAP, if host installation is unable to accomplish this work in-house.

- (4) NA.
- (5) The acquisition and installation of supporting requirements, to include needed utility extensions, to include privatized utilities, up to the site boundary, ECCS communication lines and added force protection measures.
- (6) AAFES will, after work is complete and after receipt of the obligation document referenced in 6.b.(5), forward an invoice for the consultant's cost of design, AAFES fees, and the contractor's cost for upgrading the roof (\$1.357M), repairing the sanitary sewer line (\$60K) and replacing the fire alarm system and installing new Mass notification system (\$295K). The current estimate for this work is \$1.712M. Any additional work beyond this estimate will be reflected in an amended funding document to cover this additional cost. AAFES must obtain Garrison approval prior to work being accomplished when cost estimates are exceeded. AAFES will forward the invoice to:

**IMSI-RMB
ATTN: Deirdre Gattenby
462 Hamilton Road, Suite 106
Fort Sill, OK 73503**

b. FORT SILL FUNDING:

- (1) Ft Sill will program and seek funds to reimburse \$1.712M for upgrading the roof, repairing the sanitary sewer, replacing the fire alarm system and installing new mass notification systems. In addition, using a Reimbursement (Category I), Military Interdepartmental Purchase Request (MIPR) obligate funding in the amount of \$1.712M for the upgrading the roof, repairing sanitary sewer, replacing the fire alarm system and installing new mass notification systems. The reimbursement MIPR must be completed and forwarded to AAFES prior to the execution of upgrading the roof, repairing the sanitary sewer, replacing the fire alarm system and installing new mass notification system. The DD Form 448 will be forwarded to:

**HQ AAFES
Attn. Nicole Montgomery
PO BOX 660202
DALLAS, TX 75266-0202**

- (2) Within 30 days of receipt of the AAFES invoice described in Para. 7.a.(6), prepare a check payable to AAFES and forward to the address stated in the invoice.

8. CHANGES/TERMINATION OF PROJECT:

- a. This MOA may be changed by written amendment upon mutual agreement of both parties.
- b. This MOA and project may be terminated by either party under the following conditions:
 - (1) Withdrawal of the approved site, if applicable.
 - (2) Changes to the building orientation or project scope.
 - (3) Failure to provide a project site.
 - (4) By written notice, upon mutual agreement of both parties.
 - (5) Disapproval by Congress, OSD, or the AAFES Board of Directors.
- c. If either party fails to meet their project responsibilities, or cause changes in the project which impact the contractual relationship between the other party and their contractors, the other party may cancel the project and request reimbursement of any and all contracted costs incurred in support of this project.

9. WARRANTIES AND REPRESENTATION: The parties certify that the signatories of this MOA have the authority to obligate their respective organizations to the responsibilities contained herein.

10. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

a. For Fort Sill:

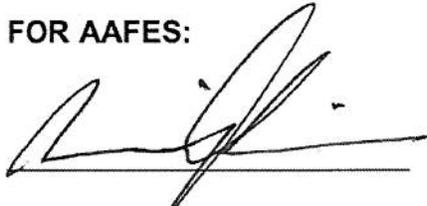
- (1) MOA: Ms. Winona Morris, Garrison Support Agreements Manager (SAM), and Joe Ragsdale, Resource Management Office (RMO) (IMSI-RMM) 909 NW Hamilton Road, Suite 112; Fort Sill, OK 73503-9004 DSN 639-3560/5803 or (580) 442-3560/5803 (Bldg 467), fax ext. 7978, E-mail Address: winona.f.morris.civ@mail.mil or joe.p.ragsdale.civ@mail.mil.
- (2) Technical POC: Mr. Dwight (David) Dold, P.E., Chief, Environmental Division, Directorate of Public Works, phone: (580) 442-2407, email: dwight.d.dold.civ@mail.mil

b. For AAFES:

- (1) Ms. Maghann S. Lammers, ACCTG MGR, AAFES, 8901 Autobahn, Dallas, TX 75237, phone; (214)312-2367, email: lammersm@aafes.com

11. ACCEPTANCE AND RATIFICATION: The provisions of this MOA are effective upon signature and date as indicated below.

FOR AAFES:



MICHAEL J. SMIETANA, P.E.
Vice President
Real Estate Directorate

2 Jul 15
Date

FOR FORT SILL:

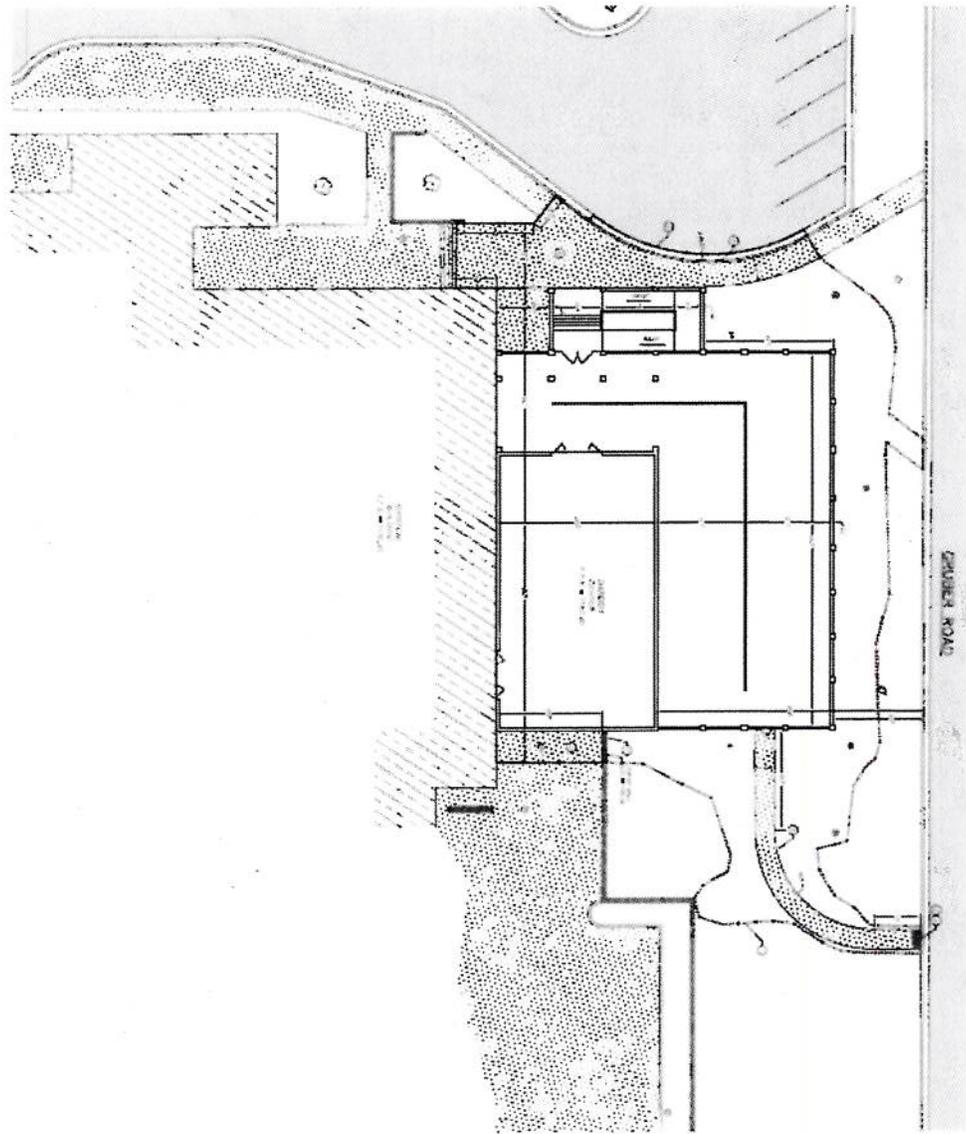


GLENN A. WATERS
Colonel, Field Artillery
Commanding

July 7th 2015
Date

2 Encls. – Site Plans

SITE LAYOUT PLAN



2 SHEET KEYNOTES

1. CONSTRUCTION LIMIT
2. FINISH GRADE - SEE SHEET C-101 FOR DETAILS SEE SHEET C-101 FOR DETAILS
3. CONCRETE FLOOR - SEE SHEET C-101 FOR DETAILS
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10. FINISH GRADE - SEE SHEET C-101 FOR DETAILS



Ft Sill: Site Plan of the Addition