



STATE OF VERMONT
LEGISLATIVE JOINT FISCAL OFFICE

MEMORANDUM

TO: Members, Joint Fiscal Committee

FROM: Maria Belliveau, Associate Fiscal Officer *MB*

DATE: June 26, 2015

SUBJECT: JFO #2767 and 2768 - Request from Military Department to two Accept Grants from National Guard Bureau for site work and construction of a Maintenance Facility in North Hyde Park

The Joint Fiscal Committee has received a request from the Military Department to accept two grants from the National Guard Bureau for the purpose of siting and building a maintenance facility in North Hyde Park. The federal funding is included in two grants, phase one and phase two. The grant for phase one of the project is \$4,480,980 and \$7,634,000 for phase two. The phase one funds will be used to perform initial site work and minor maintenance functions. Phase two funds will be used to complete the maintenance facility.

I have included both grants in the same cover memo since both are related to the same project. Please note that the \$4,480,980 for phase one is being requested under the expedited grant review process. This allows for approval in less than 30 days as long as the Chair and at least seven members of the Joint Fiscal Committee agree. Should any member object to expediting the grant review process it will not be expedited and will, instead, go through the regular 30 day approval process. I have received the go ahead from Senator Kitchel to send the grant to you as under the expedited process.

The request is being made to expedite the review process for the phase one grant since the project is already under construction and the contractor is waiting for payment. There was a misunderstanding regarding the funding mechanism and oversight of the project. Initially it was thought that the project would be funded and managed through federal contracting authority but there was later information that indicated the project must go through the state contracting authority.

Please respond by July 8th regarding whether you agree to expedite the approval process for the phase one grant, JFO #2767, to 14 days rather than the usual 30 and whether you agree to approve the grant itself.

Please respond by July 14th whether you agree to approve the phase two grant, JFO #2768.



STATE OF VERMONT
OFFICE OF THE ADJUTANT GENERAL
789 Vermont National Guard Road
Colchester, Vermont 05446-3099

TO: Senator Jane Kitchel
Chair, Joint Fiscal Committee
State of Vermont

Date: 30 JUNE 2015

Subject: Request for Approval of two Major Construction Cooperative Agreement Grants

The Vermont National Guard has received 100% federal funding for a two phase major construction project in North Hyde Park to build a new combined maintenance facility. The facility will help modernize and increase the overall available square footage in support of the Guard's federal and state mission. The state currently has a deficit in excess 500,000 square feet based on its assigned missions. The reason for two grant request is because the funding has been awarded as two distinct major construction cooperative agreements (MCCA). Phase 1 is for \$4.48M with federal FY2015 funds and accomplishes 90% of the site work and some minor maintenance functions. Phase 1 was competed and awarded in March 2015 and is well underway with completion scheduled for December 2015. Phase 2 is for \$7.63M with federal FY2016 funds and completes the major combined maintenance facility. Phase 2 will be competed and awarded by March 2016 with completion scheduled for spring 2017.

The Military Department request expedited consideration of the Phase 1 grant for \$4.48M. The project has been awarded and is already under construction and the contractor is pending payment of their first invoice for approximately \$500K. The reason the Military Department is late asking for grant approval for phase 1 is the fact that there was a misunderstanding regarding the funding mechanism and oversight authority. It was initially understood that the project was a Military Construction (MILCON) project being funded and managed through federal contracting authority. Only after the project was competed and awarded was there a clarification that the project was 100% federally funded and managed through the state contracting authority via a cooperative agreement.

A delay in grant acceptance will cause an undue hardship for the contractor who has expended a significant amount of capital to get the project going and keep it on a very aggressive schedule.

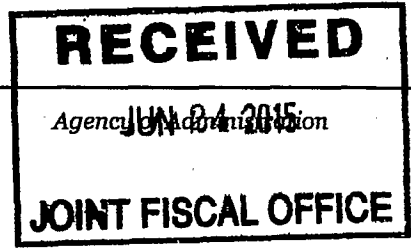
Respectfully Submitted,

Digitally signed by
Kenneth W. Gragg Jr.
Date: 2015.06.30 08:52:51
-04'00'

Kenneth W. Gragg Jr.
Financial Manager
Military Department



JFO # 101



State of Vermont
Department of Finance & Management
109 State Street, Pavilion Building
Montpelier, VT 05620-0401

[phone] 802-828-2376
[fax] 802-828-2428

STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:	Construction of a National Guard Vehicle Maintenance Shop in North Hyde Park, Vt.				
Date:	6/2/2015				
Department:	Military Department				
Legal Title of Grant:	Military Construction Cooperative Agreement - W912LN-14-2-2001				
Federal Catalog #:	12.401				
Grant/Donor Name and Address:	National Guard Bureau, Arlington, Va.				
Grant Period:	From: 3/24/2015		To: 9/30/2019		
Grant/Donation	\$4,480,980				
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$4,480,980	\$	\$	\$	

Position Information:	# Positions	Explanation/Comments
	0	

Additional Comments: MCCA Modification shows latest federal commitment for this FFY2015 project.
Has Vantage budget detail been reviewed and reconciled? Yes No *DS* (Analyst Initial)

Department of Finance & Management	<i>DS 6/2/15</i>	(Initial) <i>DS 6-2-15</i>
Secretary of Administration	<i>MC 6/2/15</i>	(Initial) <i>MC</i>
Sent To Joint Fiscal Office		Date



PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Michael T. Heston, BG, Deputy Adjutant General Agreed by: HESTON.MICH.
AELTHOMAS.1
012243770 (initial)

12. Limited Service Position Information:	# Positions	Title
	N/A	
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

13. AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature: HESTON.MICHAEL.THOMAS.1012243770 Date:
Digitally signed by HESTON.MICHAEL.THOMAS.1012243770
 DN: cn=HESTON.MICHAEL.THOMAS.1012243770, o=USA, email=HESTON.MICHAEL.THOMAS.1012243770@usa.gov, c=US, serial=1012243770, version=3
 Title: Michael T. Heston, BG, Deputy Adjutant General
 Signature: Date:
 Title:

14. APPROVAL BY SECRETARY OF ADMINISTRATION

Approved: (Secretary or designee signature) *[Signature]* Date: 06/09/15

15. APPROVAL BY GOVERNOR

Accepted Rejected
 (Governor's signature) *[Signature]* Date: 6/17/15

16. REQUIRED GRANT DOCUMENTATION

- Required GRANT Documentation**
- Request Memo
 - Dept. project approval (if applicable)
 - Notice of Award
 - Grant Agreement
 - Grant Budget
 - Notice of Donation (if any)
 - Grant (Project) Timeline (if applicable)
 - Request for Extension (if applicable)
 - Form AA-1PN attached (if applicable)

End Form AA-1



NATIONAL GUARD BUREAU
111 SOUTH GEORGE MASON DRIVE
ARLINGTON VA 22204-1373

ARNG-ILI-C

24 MAR 2015


MEMORANDUM FOR The Construction Facilities Management Officer, 789 Vermont National Guard Road, Colchester, VT 05446-3099

SUBJECT: ~~MCCA Modification~~ for FY 15 Major Military Construction, National Guard Vehicle Maintenance Shop, North Hyde Park, VT PN ~~500036~~

1. Modification No. P14001, dated 24 Mar 15, Military Construction Cooperative Agreement No. W912LN-14-2-2001 dated 12 Jun 14 for the subject project has been reviewed, and found sufficient. Said document is returned (enclosure).

2. The point of contact is MAJ Bruce S. Balvin, Facilities Management Engineer, Construction Branch at DSN 327-7951, 703-607-7951 or bruce.s.balvin.mil@mail.mil.

Encl
as


ERIK T. GORDON
LTC, IN
Installations Division Chief

CF:
USPFO, VT (w/encl)

COOPERATIVE AGREEMENT MODIFICATION

Page 1 of 3

Agreement/Appendix Title and Number: W912LN-14-2-2001

Project Name/Description and Location: National Guard Vehicle Maintenance Shop PN 500036,
North Hyde Park, VT

Modification Number: P14001

ISSUED BY: USPFO FOR VERMONT

(Grantor is USPFO for Vermont, 789 Vermont National Guard Road, Colchester, VT 05446-3099)

ISSUED TO: THE ADJUTANT GENERAL

(Grantee is The Adjutant General for Vermont, 789 Vermont National Guard Road, Colchester, VT 05446-3099)

This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements. Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

- a. FUNDING
- b. TERMS AND CONDITIONS
- c. TERMINATION
- d. OTHER ADMINISTRATIVE

DESCRIPTION OF MODIFICATION: This modification reflects a change in the amounts portrayed in the Project Construction Budget table on page APP-SC-2. The revised page APP-SC-2 reflecting the increased budget amounts is attached. Construction share increase of \$215,600.00 to \$4,267,600.00. Construction contingency share increase by \$10,380.00 to \$213,380.00. SIOH share increase of \$6,430.00 to \$134,430.00. Construction commission share increase of \$9,886.00 to \$26,886.00. Total share increase of \$242,296.00 to \$4,642,296.00.

EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement Modification.

THE STATE/TERRITORY/DISTRICT OF VERMONT:

BY: _____

STEVEN A. CRAY
Major General
THE ADJUTANT GENERAL

Date: 18 Mar '15

NATIONAL GUARD BUREAU:

BY: _____

JAMES G. O'NEIL
COL, NGB
USPFO for Vermont

Date: 18 Mar 2015

NGB-OPR-PM:

BY: _____

ERIK T. GORDON
LTC, IN
Installations Division Chief

Date: 24 MAR 2015

APPROVED AS TO LEGAL FORM:

BY: _____

JACOB A. HUMBERT
ASSISTANT STATE ATTORNEY GENERAL

Date: _____

APPROVED AS TO LEGAL FORM:

BY: _____

ELLEN J. ABBOTT
COL
Staff Judge Advocate

Date: _____

Agreement Particulars :

- a. Grantee/Recipient Category: Government
- b. Grantee/Recipient Type: State Government
- c. Grantee/Recipient DUNS: 070980243
- d. Principle Place of Performance (if different from "Issued To"): No. Hyde Park, VT
- e. Grantee/Recipient County (Principle Place of Performance): Lamoille
- f. Grantee/Recipient Congressional District (Principle Place of Performance): At Large

- g. Major Agency: DOD
- h. Agency Code: 2100
- i. Funding Agency: Army
- j. Program Source Agency: 21
- k. Transaction Type: Cooperative Agreement
- l. CFDA: 12.400
- m. CFDA Program Title: Military Construction National Guard
- n. Program Source Account-Funding: 2085
- o. Treasury Appropriation Code: 2085
- p. Action Date: 1 Oct 13
- q. Starting Date: 1 Oct 13
- r. Ending Date: 31 Dec 15
- s. Record Type: Individual action
- t. Fiscal Year / Quarter: FY 15, Third Quarter

Modification Amount: \$242,296
Federal Dollars to include this Modification: \$4,642,296
State Dollars to include this Modification: \$0.00

COMPLETION INSTRUCTIONS FOR COOPERATIVE AGREEMENT MODIFICATION FORM

- 1- AGREEMENT TITLE AND NUMBER:** Enter the Agreement name and number as it appears on the basic document.
- 2- PROJECT NAME AND LOCATION:** Enter information **only** if the modification is for a Military Construction Cooperative Agreement. Enter the project name and location as it Appears on the basic document.
- 3- MODIFICATION NUMBER:** Enter a number. This number is for local use and is locally assigned. Create a series of letters and/or numbers to meet internal needs for distinguishing between various agreements.
- 4- ISSUED BY:** Enter local Grantor/NGB representative; normally this would be the USPFO for *State/Territory/District* and location address.
- 5- ISSUED TO:** Enter local Grantee/*State/Territory/District* representative; this is The Adjutant General for *State/Territory/District* and location address to include County and Zip Code-4, Congressional District, and Country.
- 6- THIS MODIFICATION IS ISSUED...:** Mark the box or boxes appropriate to the reason for the modification.
- 7- DESCRIPTION OF ...:** Enter a description/explanation of action(s) to be taken as a result of this modification. Enter information provided by a CA PM or NGB-OPR-PM as necessary. The last paragraph/item must be the total award amount.
- 8- EXECUTION BLOCKS:** Enter the official signature block of the authorized individual signing. Normally for checked boxes a. and/or d., only the Execution blocks for The Adjutant General and the National Guard Bureau signatories need to be completed. ; Normally for checked boxes b. and/or c., all the Execution blocks need to be completed. Reference NGR 5-1, Chapter 3.
- 9-AGREEMENT PARTICULARS** Self-explanatory. Each data element **shall be** completed.

DISTRIBUTION OF COMPLETED COOPERATIVE AGREEMENT MODIFICATION

The original executed modification along with backup documents i.e. request for modification, funding documents shall be maintained with the basic agreement.

Copies of the executed Cooperative Agreement modification should be provided to all signatories, local Finance and Accounting (Comptroller), Cooperative Agreement Program Managers and State Military Department personnel. Reference NGR 5-1, Chapter 3.

PROJECT CONSTRUCTION BUDGET

PN 500036 NATIONAL GUARD VEHICLE MAINTENANCE SHOP, NORTH HYDE PARK, VERMONT
(PROJECT TITLE AND LOCATION)

Project Construction Budget			
Construction Cost Shared Improvements			
Construction of Federal Improvements	\$4,267,600	\$0	\$4,267,600
Subtotal	\$4,267,600	\$0	\$4,267,600
Construction Contingency	\$213,380	\$0	\$213,380
Subtotal	\$4,480,980	\$0	\$4,480,980
Supervision and Inspection Services	\$134,430	\$0	\$134,430
Construction Commissioning 0.6%	\$26,886	\$0	\$26,886
TOTALS	\$4,642,296	\$0	\$4,642,296

Project Construction Budget notes, terms and conditions:

1. This project construction budget is incorporated into this appendix for the purpose of establishing total estimated project costs and the amount of NGB funding necessary to reimburse the Grantee for the federal share of construction and Supervision and Inspection services.
2. The United States shall not be liable to reimburse the Grantee for costs of construction except those for Cost Shared Improvements, Federal Improvements, or Construction Contingency (change orders).
3. **ALL** design work after the date of construction award will be Title II/Type "C" SUPERVISION AND INSPECTION Services (SIOH).
4. Other specific construction budget terms unique to this MCCA. If none, state NONE. NONE
5. Costs for Construction, Contingency and SIOH shall be the same figures used in the latest approved project DD Form 1390/91. Cost for SIOH shall be calculated by using the formula: X% (usually 3%) times the sum of the estimated construction and contingency costs.

NOTE: In lieu of above, budget/cost data on DD Forms 1390/91 may be used as a project budget with appropriate direction as to which parts of 1390/91 data are to be treated as budget cost limitations.



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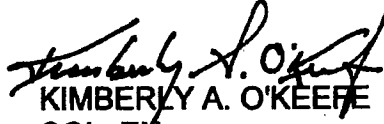
12 JUN 2014

MEMORANDUM FOR The Construction and Facilities Management Officer, 789 Vermont National Guard Road, Colchester, VT 05446-3099

SUBJECT: Approved MCCA for FY15 Major Military Construction, National Guard Vehicle Maintenance Shop, North Hyde Park, VT, PN 500036

1. Military Construction Cooperative Agreement W912LN-14-2-2001, dated 12 Jun 14 for the subject project has been reviewed and found sufficient. Said document is returned (enclosure).
2. The point of contact is MAJ Bruce S. Balvin, Facilities Management Engineer, Construction Branch at DSN 327-7951, 703-607-7951 or bruce.s.balvin.mil@mail.mil.

Encl
as


KIMBERLY A. O'KEEFE
COL, EN
Installations Division Chief

CF:
USPFO, VT



NATIONAL GUARD BUREAU

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ARLINGTON, VA 22204-1373

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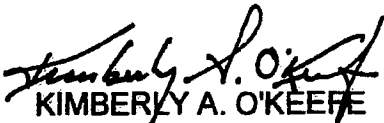
12 JUN 2014

MEMORANDUM FOR The Construction and Facilities Management Officer, 789 Vermont National Guard Road, Colchester, VT 05446-3099

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Encl
as


KIMBERLY A. O'KEEFE
COL, EN
Installations Division Chief

CF:

USPFO, VT

MILITARY CONSTRUCTION COOPERATIVE AGREEMENT [ARNG]

AGREEMENT NO. W912LN-14-2-2001

PAGE 1 OF 31 PAGES

BETWEEN NATIONAL GUARD BUREAU AND THE STATE [COMMONWEALTH, DISTRICT OR TERRITORY] OF VERMONT

PROJECT TITLE: NATIONAL GUARD VEHICLE MAINTENANCE SHOP PN 500036

PROJECT LOCATION: NORTH HYDE PARK

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EXECUTION

By executing this cooperative agreement, the parties agree to terms and conditions contained herein, including attachments.

IN WITNESS WHEREOF, the parties hereto have executed this cooperative agreement, and the Chief, ARNG-ILI has signed on this day of 12 JUN 2014.

<p>THE STATE [COMMONWEALTH, OR TERRITORY] OF <u>VERMONT</u></p> <p>BY: <u>SC</u> STEVEN A. CRAY Major General The Adjutant General</p> <p>DATE: <u>26 Nov 2013</u></p>	<p>NATIONAL GUARD BUREAU</p> <p>BY: <u>[Signature]</u> JAMES G. O'NEIL, COL, USPFO for Vermont</p> <p>DATE: <u>26 Nov 2013</u></p> <p>APPROVED AS TO BUDGET (NGB-ARI):</p> <p>BY: <u>[Signature]</u> KIMBERLY A. O'KEEFE, COL Installations Division Chief</p>
<p>APPROVED AS TO LEGAL FORM</p> <p><u>[Signature]</u> 11/19/13 JACOB A. HUMBERT, Assistant Attorney General</p>	<p>APPROVED AS TO LEGAL FORM</p> <p><u>[Signature]</u> 14 Nov '13 ELLEN J. ABBOTT, COL, Staff Judge Advocate</p>

ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101. General.

a. National Guard Bureau (NGB) and the Grantee have entered into this Military Construction Cooperative Agreement (MCCA) to establish terms and conditions applicable to reimbursement of federal funds or contribution of In-Kind Assistance for design and construction of a facility. Both NGB and the Grantee desire design and construction of a facility. The design and construct process links the Grantee's obligation to design with the state's obligation to construct a facility using this single MCCA.

b. Appendices, upon attachment, are integral to this MCCA.

c. The provisions of NGR 5-1 and National Guard Pamphlet 415-5, Chapter 7, Army National Guard Military Construction Program Execution are integral to this MCCA.

Section 102. Property and Improvements.

a. The Grantee will submit prior to construction of the facility, satisfactory evidence of necessary property interest to real estate upon which the facility is to be constructed. In addition, the Grantee must certify that the real estate is of a nature and is located in an area that is appropriate, under local laws and ordinances, for the intended construction and use. [Not required when constructing a facility on federal property using Grantee contracting procedures].

b. Title to real property improvements, including real property installed equipment, except for ARNG Intrusion Detection System (IDS) or Joint-Services Interior Intrusion Detection System (J-SIIDS) equipment, constructed under this MCCA, shall be held in the Grantee. When constructing a facility on federal property using Grantee contracting procedures, title for real property improvements shall be held by the United States Government.

c. The Grantee waives any claim to title of any commercial IDS or J-SIIDS equipment furnished by NGB ARNG for installation in the facility. NGB will reimburse the Grantee for costs of operation and maintenance of any installed IDS or J-SIIDS equipment or system. NGB, its agents, employees or contractors, will remove, or reimburse the Grantee for costs for removal of, any IDS or J-SIIDS equipment or system upon discontinuance of the use of the facility constructed under this MCCA as a facility for administration or training of Reserve Forces of the United States or upon NGB's determination that such removal is in the best interests of the United States, whichever is earlier.

Section 103. Scope of Activities.

The scope of activities is contained in Appendices.

Section 104. Performance Specifications.

The Grantee's performance specifications are contained in Appendices.

Section 105. Authority.

a. This MCCA is authorized under the Secretary of Defense, as provided in Title 10 U.S.C. Chapter 1803. In accordance with the provisions of 10 U.S.C. Chapter 1011, the Chief, National Guard Bureau (CNGB) is the channel of communication between the armed forces and the National Guard of the Grantee. The CNGB is authorized to contribute funds necessary for design and construction of facilities as set forth in 10 U.S.C. Chapter 1803. Contribution of funds by NGB and construction of the facility are necessary to accomplish federal and state missions of the State Army National Guard.

b. This MCCA is a cooperative agreement within the meaning of 31 U.S.C. §§ 6301-6308.

APPENDIX SP

PROJECT DESCRIPTION, SCOPE, AND SCHEDULE

PROJECT DESCRIPTION

A standard design National Guard Vehicle Maintenance Shop of permanent construction. This facility will be designed to meet all local, state, and federal building codes. Construction will include all utility services, information systems, fire detection and alarm systems, roads, walks, curbs, gutters, storm drainage, parking areas and site improvements. Facilities will be designed to a minimum life of 50 years and energy efficiencies meeting, on average, American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) 189.1 standards through improved building envelope and integrated building systems performance. Access for individuals with disabilities will be provided. Antiterrorism Measures are to be included in accordance with the DOD Minimum Antiterrorism for building standards. This project will be exempt from the Army 1SF for 1SF disposal due to a large deficit of 150,000 SF in Category Code 21407, Memo for exception has been submitted

PROJECT SCOPE

Construct a new 13,275 square foot National Guard Vehicle Maintenance Shop. A building that includes both organizational and support maintenance shops to repair combat and tactical vehicles. This category includes National Guard organizational maintenance shops (OMS), field maintenance shops (FMS), and unit training equipment sites (UTES). (This Facility will be build on state land).

PROJECT SCHEDULE

**Submittal of 35% Design & Land/NEPA/Certificate of Title - June 2012
Submittal of 65% Design - November 2013
Submittal of 95% Design - June 2014
Submittal of 100% Finals - September 2013
Bid/Award - No Later Than 30 September 2014**

APPENDIX SD

STATEMENT OF WORK GRANTEE DESIGN FOR A FACILITY

1. Purpose. This Statement of Work defines the Grantee's obligation in providing Grantee design for a construction project.

2. Scope of Services. By contract or otherwise, the Grantee will obtain Architect-Engineer (A-E) services necessary to develop plans, specifications, and cost estimates (collectively referred to as Project Design Documents) required for construction of the facility.

3. Design Services. Design services shall be designated in the following manner:

3.1. Title I/Type "A" SITE INVESTIGATION Services: Field surveys and investigations required to obtain data essential for production of plans and specifications for construction which may include, but not be limited to, topographical surveys, soil borings, site planning, soils, chemical and mechanical surveys and investigations, survey of utility locations and capacities, and similar fact-finding investigations and technical studies.

3.2. Title I/Type "B" DESIGN Services: Services to perform code and criteria review and to produce construction plans, construction specifications and construction cost estimates, at the preliminary (35 percent completion), final (95 percent completion) and bid final (bidding documents) phases.

3.3. Title I/Reproduction Services: Services to reproduce construction plans and specifications suitable for bidding purposes.

3.4. Title II/Type "C" SUPERVISION AND INSPECTION Services: Services to supervise and inspect construction performance and review of construction contractor prepared as-built drawings.

4. Design Responsibilities.

4.1. Grantee design may occur under the following circumstances.

4.1.1. Congress has authorized construction of the facility and appropriated funds to the Department of Defense therefore; or

4.1.2. Federal funds are available for design but are not yet available for construction of the facility; or

4.1.3. Federal funds are not yet available for either design or construction of the facility.

4.1.3.1. The Grantee shall carry out final design of the facility as the project is defined in this Appendix. Final design shall include construction plans and specifications, construction cost estimates, the construction schedule and applicable construction phasing or sequencing requirements.

4.1.3.2. The Grantee will select and contract for A-E design services.

4.1.3.3. The Grantee shall transmit design documents for NGB review, comment, and approval prior to the Grantee's acceptance of documents at the 35, 95, and 100 percent stages of design completion. NGB shall approve, disapprove, or approve subject to comments, Grantee submitted design documents. If NGB approves design documents subject to comments, the Grantee shall make good faith efforts to resolve comments prior to accepting documents from the design A-E.

4.2. NGB direction of Grantee design contractor. NGB shall not issue directions to the Grantee's design A-E and shall communicate with the Grantee's design A-E only through, or with permission of, an authorized representative of the Grantee.

4.3. Design changes.

4.3.1. Facility design changes that increase design or estimated construction costs above design or estimated construction costs stated in this appendix should not be approved by the Grantee until this appendix is modified by the parties to reflect additional costs, as provided for elsewhere in this appendix.

4.3.2. Title to design documents. Title to project design documents shall be provided in the Grantee design contract. The Grantee shall insure that the design contract provides an unlimited right to use of project design documents at no additional cost.

4.3.3. Limitation of liability.

4.3.3.1. The Grantee acknowledges that it (or its contractor) is preparing project design documents in its right and not as an agent or contractor of NGB.

4.3.3.2. No NGB or Grantee approval given under this appendix shall be construed as a warranty of any kind.

5. **Project Schedule.** The parties agree to exercise their best efforts to complete project design documents within the period set forth on the Project Schedule (page APP-SP-1).

6. **Estimated Cost of Construction.** During the project design period, the Grantee will promptly advise NGB if it finds that the estimated cost of construction is likely to be in excess of the stipulated cost. The Grantee shall provide a new estimated cost of construction for NGB's review. Upon NGB's review of Grantee estimates, the parties shall agree to either reduce the scope of construction to keep the estimated cost within the amount set forth in this appendix or to establish a new estimated cost of construction and modify this appendix as provided elsewhere in this appendix.

7. **Reimbursement of Design Costs.** Federal (USPFO) reimbursement of Grantee incurred design costs, not to exceed the Project Design Budget, will be made upon NGB's authorization of Project Design Documents and the Grantee's proper billing for reimbursement of the federal share of costs under terms of this MCCA, in accordance with the following schedule:

	DD 1390/91 Approval by NGB (A-E auth memo)	Preliminary (35%) Authorized	Final (95%) Authorized	Bid Final (100%) Approval
Type A services	100%	100%	100%	100%
Type B services	0%	35%	95%	100%
Reproduction Services	0%	0%	0%	100%
Type C services	(Incrementally during construction)			
Note: All entries refer to a percentage of the federal dollar share of the respective cost item.				

8. **Architect-Engineer Fee Limits.** The Grantee may negotiate whatever Architect-Engineer services contract it desires. However, in addition to any other limitation on costs set forth in this MCCA, NGB shall have no obligation to reimburse the Grantee for more than the federal pro rata share of:

8.1. Type "A" SITE INVESTIGATION Services costs in excess of 3% (unless approved in advance by NGB) of the estimated cost of construction.

8.2. Type B "DESIGN" Services costs in excess of 6% of the estimated cost of construction;

8.3. Bid Document Reproduction in excess of 25 sets (unless approved in advance by NGB) of bid documents; and

8.4. Type "C" SUPERVISION AND INSPECTION Services costs in excess of 3% of the sum of the estimated cost of construction and contingency. [See Project Construction Budget (page APP-SC-2) for limitation of construction inspection costs].

9. Project Design Budget.

9.1 The Project Design Budget is the maximum amount for which NGB is obligated to reimburse the Grantee for costs of performance of this MCCA.

9.2 Unless otherwise provided for in the Project Design Budget, any line item therein may be changed only by amendment of this MCCA. Either party may propose a change to a budget by submitting such proposal in writing to the other party.

9.3 The Project Design Budget shall include any limitation, restriction, or instruction on expenditure of funds applicable to the project or any line item in the Project Design Budget.

PROJECT DESIGN BUDGET

PN 500036 NATIONAL GUARD VEHICLE MAINTENANCE SHOP, NORTH HYDE PARK, VERMONT

(PROJECT TITLE AND LOCATION)

Project Design Budget			
Activity	Estimated Federal Share	Estimated State Share	Estimated Totals
Estimated Construction Cost	\$4,052,000	\$0	\$4,052,000
Site Investigation Services 3%	\$163,000	\$0	\$163,000
Design Commissioning (0.4%)	\$17,000	\$0	\$17,000
Design Services 6% ECC max	\$243,000	\$0	\$243,000
Bid Document Reproduction Services	\$0	\$0	\$0
Total (Maximum Design Funding)	\$423,000	0	\$423,000

Project Design Budget notes, terms and conditions:

1. This Project Design Budget is incorporated into this appendix for the purpose of establishing total estimated Project Design Costs and the amount of NGB funding necessary to reimburse the Grantee for the federal share to produce Project Design documents.
2. The United States shall not be liable to reimburse the Grantee for costs of design except those for Cost Shared Improvements or Federal Improvements.
3. All design work after the date of construction award will be Title II/Type "C" SUPERVISION AND INSPECTION Services (SIOH); see page APP-SC-2.
4. Estimated Construction Costs = DD Forms 1390/91 construction amount, as approved by NGB, excluding Contingency and Title II/Type "C" SUPERVISION AND INSPECTION Services (see Article VI for definition).
5. Other specific design budget terms unique to this MCCA. Additional Funding Approved by ILI for Type A for Geothermal Test Bore and Conductivity Test, Topographic Survey, Traffic Study and Preparation of Local and State Permit Applications. Funds above the typical 3% equal \$39,836.00 and are necessary for PN 500036.

NOTE: In lieu of above, budget/cost data on DD Forms 1390/91 may be used as a project budget with appropriate direction as to which parts of 1390/91 data are to be treated as budget cost limitations.

APPENDIX SC

STATEMENT OF WORK GRANTEE CONSTRUCTION FOR A FACILITY

1. Purpose. This Statement of Work defines the Grantee's obligation in providing Grantee construction for a facility.

2. Scope of Responsibilities and Administration.

2.1. Grantee construction.

2.1.1. The Grantee shall carry out construction of the facility in strict accordance with Project Design documents as accepted by the Grantee.

2.1.2. Upon acceptance of Project Design documents, the Grantee will timely undertake to contract for construction of the facility according to this MCCA.

2.2. NGB approval of construction documents. The Grantee shall notify NGB of its intent to award a contract(s) for construction of the facility. At its discretion, NGB may review, make comment, or deny approval of the contract prior to the Grantee's execution of the contract. NGB may disapprove contracts only for the following reasons:

2.2.1. The contract price exceeds the amount in the Project Construction Budget in this Appendix; or.

2.2.2. The proposed contractor (or any tier subcontractor) has been debarred or suspended from performing federal contracts or performing contracts under Grants or Cooperative Agreements with the federal government (see Section 809).

2.3. Inspection and acceptance of construction.

2.3.1. The Grantee shall be responsible for inspection and acceptance of the work of its construction contractor(s).

2.3.2. Final payment reimbursement shall be granted after the NGB Form 593-R PROJECT INSPECTION REPORT has been completed and then certified by the USPFO.

2.3.3. Upon the USPFO's certification of final acceptance, the project shall be considered complete.

2.4. NGB direction of Grantee contractor(s). NGB shall not issue directions to any Grantee contractor and shall communicate with a Grantee contractor only through, or with permission of, an authorized representative of the Grantee.

3 Project Schedule. The parties agree to exercise their best efforts to complete project construction within the period set forth on the Project Schedule (page APP-SP-1).

4 Project Construction Budget.

4.1 The Project Construction Budget is the maximum amount for which NGB is obligated to reimburse the Grantee for costs of performance of this MCCA.

4.2 Unless otherwise provided for in the Project Construction Budget, any line item therein may be changed only by amendment of this MCCA. Either party may propose a change to a budget by submitting such proposal in writing to the other party.

4.3 The Project Construction Budget shall include any limitation, restriction, or instruction on expenditure of funds applicable to the project or any line item in the Project Construction Budget.

4.4 Subject to the project appropriation limitation, and within its discretion, NGB may increase its maximum funding limitation reflected in this appendix at any time.

PROJECT CONSTRUCTION BUDGET

PN 500036 NATIONAL GUARD VEHICLE MAINTENANCE SHOP, NORTH HYDE PARK, VERMONT
(PROJECT TITLE AND LOCATION)

Project Construction Budget			
Activity	Estimated Federal Share	Estimated State Share	Estimated Total
Construction Cost Shared Improvements			
Construction of Federal Improvements	\$4,052,000	\$0	\$4,052,000
Subtotal	\$4,052,000	\$0	\$4,052,000
Construction Contingency	\$203,000	\$0	\$203,000
Subtotal	\$4,255,000	\$0	\$4,255,000
Supervision and Inspection Services	\$128,000	\$0	\$128,000
Construction Commissioning 0.6%	\$17,000	\$0	\$17,000
TOTALS	\$4,400,000	\$0	\$4,400,000

Project Construction Budget notes, terms and conditions:

1. This project construction budget is incorporated into this appendix for the purpose of establishing total estimated project costs and the amount of NGB funding necessary to reimburse the Grantee for the federal share of construction and Supervision and Inspection services.
2. The United States shall not be liable to reimburse the Grantee for costs of construction except those for Cost Shared Improvements, Federal Improvements, or Construction Contingency (change orders).
3. **ALL** design work after the date of construction award will be Title II/Type "C" SUPERVISION AND INSPECTION Services (SIOH).
4. Other specific construction budget terms unique to this MCCA. If none, state NONE. NONE
5. Costs for Construction, Contingency and SIOH shall be the same figures used in the latest approved project DD Form 1390/91. Cost for SIOH shall be calculated by using the formula: X% (usually 3%) times the sum of the estimated construction and contingency costs.

NOTE: In lieu of above, budget/cost data on DD Forms 1390/91 may be used as a project budget with appropriate direction as to which parts of 1390/91 data are to be treated as budget cost limitations.