

**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.

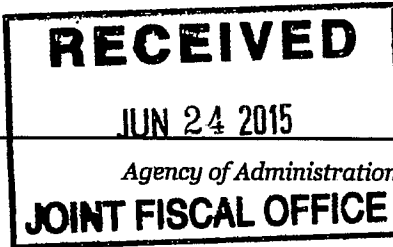
Respectfully Submitted,

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# 2768



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

<b>Grant Summary:</b>	Construction of a National Guard Vehicle Maintenance Shop in North Hyde Park, Vt.				
<b>Date:</b>	6/2/2015				
<b>Department:</b>	Military Department				
<b>Legal Title of Grant:</b>	Military Construction Cooperative Agreement - W912LN-15-2-2001				
<b>Federal Catalog #:</b>	12.401				
<b>Grant/Donor Name and Address:</b>	National Guard Bureau, Arlington, Va.				
<b>Grant Period:</b>	From: 10/1/2015		To: 9/30/2020		
<b>Grant/Donation</b>	\$7,634,000				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$3,817,000	\$3,817,000	\$	\$7,634,000	

<b>Position Information:</b>	<b># Positions</b>	<b>Explanation/Comments</b>
	0	

**Additional Comments:**

Has Vantage budget detail been reviewed and reconciled?  Yes  No *DS* (Analyst Initial)

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



<b>MILITARY CONSTRUCTION COOPERATIVE AGREEMENT [ARNG]</b>	
AGREEMENT NO. W912LN-15-2-2001	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 ADDITION PN 500079
PROJECT LOCATION: NORTH HYDE PARK

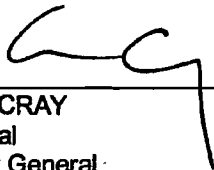
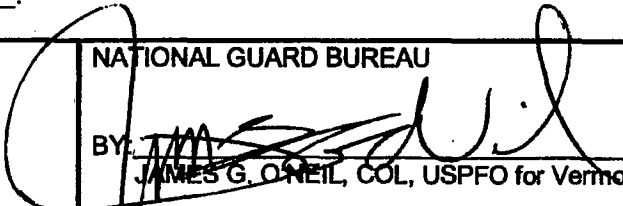

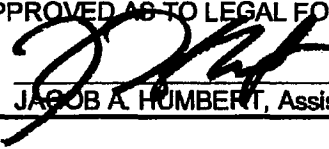

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**EXECUTION**

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 20 MAR 2015.

THE STATE [COMMONWEALTH, OR TERRITORY] OF <u>VERMONT</u> .  BY:  STEVEN A. CRAY Major General The Adjutant General  DATE: <u>13 mar '15</u>	NATIONAL GUARD BUREAU BY:  JAMES G. O'NEIL, COL, USPFO for Vermont  DATE: <u>17 MAR 2015</u> APPROVED AS TO BUDGET (ARNG-ILI):  BY: ERIK T. GORDON, LTC, IN Installations Division Chief
APPROVED AS TO LEGAL FORM  MARCH 5, 2015 JACOB A. HUMBERT, Assistant Attorney General	APPROVED AS TO LEGAL FORM  23 Feb '15 ELLEN J. ABBOTT, COL, Staff Judge Advocate



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

ARNG-ILI-C

20 MAR 2015

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

**SUBJECT: Approved Military Construction Cooperative Agreement (MCCA) for FY16 National Guard Vehicle Maintenance Shop Add, North Hyde Park, VT PN 500079**

1. The MCCA W912LN-15-2-2001, dated 20 Mar 15, 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](mailto:bruce.s.balvin.mil@mail.mil).

A handwritten signature in black ink, appearing to read "ERIK T. GORDON".

Encl  
as

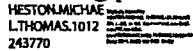
**ERIK T. GORDON**  
LTC, IN  
Installations Division Chief

CF: (wo/encl)  
USPFO, VT

**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

Has current fiscal year budget detail been entered into Vantage?  Yes  No

**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.

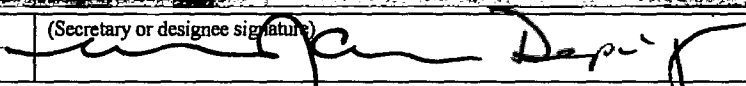
Appointing Authority Name: Michael T. Heston, BG, Deputy Adjutant General Agreed by:  (initial)  
HESTON.MICHAEL  
LTHOMAS.1012  
243770

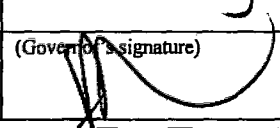
12. Limited Service Position Information:	# Positions	Title
	0	
<b>Total Positions</b>		

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

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 <small>Digitally signed by HESTON.MICHAEL.THOMAS.1012243770 DN: cn=US, o=U.S. Government, ou=DOCS, ou=PSD, ou=USA, c=US, email=HESTON.MICHAEL.THOMAS.1012243770 Date: 2015.06.02 12:19:30 -0400</small>	Date:
	Title: Michael T. Heston, BG, Deputy Adjutant General	
	Signature:	Date:
	Title:	

**ADMINISTRATIVE**

Approved:  (Secretary or designee signature) Date: 06/02/15

<input type="checkbox"/> Accepted	 (Governor's signature)	Date:
<input type="checkbox"/> Rejected		6-17-15

- Required GRANT Documentation**
- |   |   |
|---|---|
| <input type="checkbox"/> Request Memo                           | <input type="checkbox"/> Notice of Donation (if any)              |
| <input type="checkbox"/> Dept. project approval (if applicable) | <input type="checkbox"/> Grant (Project) Timeline (if applicable) |
| <input checked="" type="checkbox"/> Notice of Award             | <input type="checkbox"/> Request for Extension (if applicable)    |
| <input checked="" type="checkbox"/> Grant Agreement             | <input type="checkbox"/> Form AA-1PN attached (if applicable)     |
| <input type="checkbox"/> Grant Budget                           |   |

(\*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

<b>1. Agency:</b>			
<b>2. Department:</b>		Military	
<b>3. Program:</b>		North Hyde Park Vehicle Maintenance Shop - Add PN500079	
<b>4. Legal Title of Grant:</b>		Military Construction Cooperative Agreement W912LN-15-2-2001	
<b>5. Federal Catalog #:</b>		CFDA 12.401	
<b>6. Grant/Donor Name and Address:</b> National Guard Bureau, 111 South George Mason Dr., Arlington, VA 22204-1373			
<b>7. Grant Period:</b>		<b>From:</b> 10/1/2015	<b>To:</b> 9/30/2020
<b>8. Purpose of Grant:</b> 100% Federal Reimbursement of a vehicle maintenance shop to support the Vermont National Guard			
<b>9. Impact on existing program if grant is not Accepted:</b> Construction will not be able to proceed, loss of critically needed square footage to meet the VTNG mission requirements and facility modernization.			

	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2016	FY 2017	FY	
Personal Services	\$3,817,000	\$3,817,000	\$	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	\$3,817,000	\$3,817,000	\$	
<b>Revenues:</b>				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$3,817,000	\$3,817,000	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	\$3,817,000	\$3,817,000	\$	

Appropriation No:	2150030000	Amount:	\$7,634,000
			\$
			\$
			\$
			\$
			\$
			\$
		<b>Total</b>	\$7,634,000

**ATTACHMENTS – APPENDICES**

**Appendix SP**      Project Description, Scope, and Schedule

**Appendix SD**      Statement of Work, Grantee Design for a Facility

**Appendix SC**      Statement of Work, Grantee Construction for a Facility



## APPENDIX SP

### PROJECT DESCRIPTION, SCOPE, AND SCHEDULE

#### PROJECT DESCRIPTION

A specially designed National Guard Vehicle Maintenance Shop Addition of permanent construction. This facility will be designed to meet Industry Standards as well as all local, State, and Federal building codes and as per Public Law 90-480. 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 in accordance with DoD's Unified Facilities Code (UFC 1-200-02) including energy efficiencies, building envelope and integrated building systems performance as per ASA(IE&E) Sustainable Design and Development Policy Update Dec 2013. Access for individuals with disabilities will be provided. Antiterrorism measures in accordance with the DoD Minimum Antiterrorism for building standards will be provided. This project will comply with the Army 1 SQFT for 1 SQFT disposal policy through the disposal of 41,249 SQFT.

#### PROJECT SCOPE

To construct a 40,256 SQFT National Guard Vehicle Maintenance Shop Addition that includes both organizational and support maintenance shops to repair combat and tactical vehicles requirements for the VTARNG. This facility will be built on State Land. (Current Mission). This facility is designed to meet DA directed MTOE changes for the listed units authorized Total Authorized Strength soldiers, within the transformed force structure of the VTARNG, to address facility shortages and inadequacies as defined in the ISR-I. The two existing shops, located in St. Albans and Lyndonville, Vermont were built in 1957 and 1958 respectively, combined they total 6,000sf of shop space well short of the required space by nearly 35,000 sf.

#### PROJECT SCHEDULE

**Submittal of 35% Design & Land/NEPA/Certificate of Title – June 2012**  
**Submittal of 65% Design – June 2015**  
**Submittal of 95% Design – October 2015**  
**Submittal of 100% Finals – December 2015**  
**Bid/Award – No Later Than 30 March 2016**

## 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)**

<b>Project Design Budget</b>			
Estimated Construction Cost	\$7,270,000	\$0	\$7,270,000
Site Investigation Services 3%	\$218,100	\$0	\$218,100
Design Commissioning (0.4%)	\$29,080	\$0	\$29,080
Design Services 6% ECC max	\$436,200	\$0	\$436,200
Bid Document Reproduction Services	\$0	\$0	\$0
<b>Total (Maximum Design Funding)</b>	<b>\$683,380</b>	<b>0</b>	<b>\$683,380</b>

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. NONE

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 500079 NATIONAL GUARD VEHICLE MAINTENANCE SHOP ADD, NORTH HYDE PARK, VERMONT  
(PROJECT TITLE AND LOCATION)**

<b>Project Construction Budget</b>			
Construction Cost Shared Improvements			
Construction of Federal Improvements	\$7,270,000	\$0	\$7,270,000
Subtotal	\$7,270,000	\$0	\$7,270,000
Construction Contingency	\$364,000	\$0	\$364,000
Subtotal	\$7,634,000	\$0	\$7,634,000
Supervision and Inspection Services	\$229,000	\$0	\$229,000
Construction Commissioning 0.6%	\$37,000	\$0	\$37,000
<b>TOTALS</b>	<b>\$7,900,000</b>	<b>\$0</b>	<b>\$7,900,000</b>

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.