

APPENDIX 31

ANG FACILITIES SUSTAINMENT, RESTORATION AND MODERNIZATION PROGRAM

Section 3101. General

a. This Appendix to the Master Cooperative Agreement (MCA) prescribes terms, conditions, policy and administrative requirements related to the National Guard Bureau's (NGB's) federal assistance to the State (hereinafter referred to as "Grantee") in support of their ANG Installation's Sustainment Restoration Modernization (SRM) program.

b. Statement of Facts.

(1) The authorities and provisions set forth in 10 USC Chapter 1803, National Guard Bureau (NGB) AQ-A policy, ANG Instruction (ANGI) 32-1023 and 32-1084, ANG Engineering Technical Letters (ETL) 10-03 Air National Guard Design Objectives and Procedures, 12-05 Design and Construction Handbook, 12-06 Design Meetings and Presentations, 12-07 Preparation of Project Documentation Package, 15-01 ANG Design Policy, ANG 15-01 ANG Design Policy, 15-02 Design and Construction Reports, 15-03 Project Closeout Process, 16-03 Design Meetings & Presentations, and 17-06 Construction in Progress (CIP) Process and 19-11 Programming Guidance are incorporated into this Appendix by reference.

(2) This appendix provides Federal assistance to the Grantee for repair of authorized facilities and real property through Grantee's procurement procedures utilizing non-matched Federal funds for buildings and systems listed in the USAF Real Property Inventory Detail List (RP-RCS-SAF-MIL(A) 7115) for each installation under tenant code "54" (ANG) per Air Force Instruction 32-9005 that are licensed by the Air Force to the Grantee for Air National Guard use and purposes.

(3) Facilities not identified on the Real Property Inventory Detail List requiring federal assistance must be approved by NGB/A4 or be a part of an approved Airport Use Agreement, Assistance Agreement or an Airport Joint Use Agreement (AJUA). Attendant site facilities include, but are not limited to roads, sidewalks, railroads, grounds, airfields, storage areas, fencing, liquid fuel storage and dispensing systems, utility plants and systems for water, storm drainage, sanitary sewage, electricity, communications charges (for administration of this Appendix only), gas, steam, heating, refrigeration, and air conditioning, where authorized.

Section 3102. Additional Definitions

Definitions not included in NGB/AQ-A policy that are specific to this Appendix include:

a. Real Property (RP): Lands, buildings, structures, utilities systems, improvements, and appurtenances. RP includes equipment attached to and made part of buildings and structures (such as heating systems); it does not include movable equipment (such as plant equipment).

b. Facility: A real property asset consisting of a building, structure, or linear structure.

c. Sustainment: Includes resources for cyclical maintenance and scheduled repair activities to maintain the inventory of real property assets through its expected life. It includes regularly scheduled adjustments and inspections, preventative maintenance tasks, and emergency response and service calls for minor repairs. It also includes major repairs or replacement of facility components (usually accomplished by contract) that are expected to occur periodically throughout the facility life cycle. This work includes regular roof replacement, refinishing of wall surfaces, repairing and replacement of heating and cooling systems, replacing tile carpeting, and similar type work. Sustainment does not include restoration, modernization, environmental compliance, historical preservation, or costs related to unexpected events, which are funded elsewhere.

d. Repair: Repair means to sustain or restore real property and real property systems or components to such condition that they may effectively be used for their designated functional purposes. Repair does not change the function of a facility. Repair does not normally increase the capacity, volume, or footprint of a facility, although repair may result in greater usable floor space due to reconfiguration of the interior of a building. Repair can be Restoration and Modernization Repair (EEIC 522xx) or Sustainment Repair (EEIC 524xx). In determining the total cost of a repair project, include all phases of a multi-year repair project to a single facility

e. Restoration: Includes repair and replacement work to restore facilities collaterally damaged due to inadequately sustained components, premature aging, natural disaster, fire, accident or other causes. This is considered non-life cycle repair of real property.

f. Modernization: May include either repair or construction work. Includes the alteration of facilities or components solely to implement new or higher standards (including regulatory changes) or to accommodate new functions. Includes work associated with functional conversion and work classified as construction.

g. Local SRM: SRM funds within the USPFO or subsequently delegated authority.

h. Project: Any maintenance, repair, construction, or combination of the three performed on or in a facility necessary to produce a complete and usable facility or

improvement to a facility is a “project”, regardless of dollar amount or execution strategy.

i. Construction: To build or extend real property and real property systems or components. It includes erecting, installing, or assembling a new facility; adding, expanding, or extending existing facility; or relocating an existing facility. This includes real property installed equipment installed and made a part of such facilities, and related site preparation (excavation, filling, landscaping, or other land improvements). The product of a construction project must be complete and independently functional for its intended purpose.

j. Minor Construction: Construction costing less than the limit specified in 10 USC §2805(c) using funds available for operation and maintenance.

Section 3103. Office of Primary Responsibility

a. The Office of Primary Responsibility appointed for this Appendix within the Logistics and Installations Directorate, is The Civil Engineer (NGB/A4), National Guard Bureau, Air National Guard Readiness Center, 3501 Fetchet Avenue, Andrews AFB, MD 20762.

b. The Chief, Operations Division (NGB/A4O), through his/her appointed OPR-PM, acts for The Civil Engineer in the day-to-day administration of Appendix 31. The NGB/A4O, for the purposes of this Appendix, is the NGB individual authorized final approval of all repair activities, financial plans (FinPlan) and modifications, and the language of this Appendix. NGB/A4O is delegated authority to distribute and recall any/all Federal funds to the United State Property and Fiscal Officer (USPFO), and to take any other action on behalf of the NGB/A4 or the Chief, NGB, as specifically reserved under this Appendix.

Section 3104. Scope of Agreement

a. The Grantee shall furnish services incidental to the sustainment, restoration, modernization, demolition and minor construction of those facilities authorized federal assistance and listed on the current ANG Real Property Records (RP-RCS-SAF-MIL (A) 7115) with current adequate Grantee real property interest. Facilities may include Runway Supervisory Units (RSU), pads and appurtenances, runway distance markers and navigational aids (when not maintained by an Airport Authority), or other ANG funded and required facilities not identified in the 7115 report, however, approved by NGB/A4A.

b. Architect/Engineer (A/E) Services

(1) Grantee may contract for the following A/E services: studies, engineering and design services (Type A and B), and Type C services such as construction administration/management, inspection, and testing services in connection with facilities affected by this appendix.

(2) A/E services will only be procured for projects validated and approved by NGB/A4O. A/E services will follow ANG ETLs 15-01 Design Policy, 16-03 Design Meetings & Presentations to include NGB/A4O approval at designated submittal review milestones, as well as, all other applicable Unified Facilities Criteria (UFC), Air Force Instructions (AFIs), ANGI, and ANGETLs. (See Section 3101.b.).

c. Construction Services

(1) The Grantee may contract for the repair of facilities, provided that the required and appropriate paragraphs and clauses are included as prescribed in the MCA, and that the performance specifications listed below are met.

(a) The Grantee shall repair all facilities according no less than minimum standards required by applicable Federal; i.e. the UFC, State, and Local codes for the repair of such facilities.

(b) Projects approved above the USPFO approval level must have an NGB/A4 approved 95% design or greater prior to being bid for construction.

(c) No Military Construction (MILCON) appropriation will be executed through this appendix, to include MILCON planning or design for Unspecified Minor Military Construction (UMMC) or Specified (Regular) MILCON.

(d) Grantee shall not utilize design-build services to execute work under this appendix unless specifically approved by NGB/A4O.

(2) Project Management

(a) Change order approval for design or construction must be processed for approval consideration pursuant to the governing ANGETLs.

(b) Construction project reports must be submitted pursuant to ANGETL 16-02 Design and Construction Reports.

(c) Construction management and closeout must follow ANGETL 17-06, ANG Construction in Progress, to ensure projects are properly capitalized on an installations real property records.

d. Project Approval

All projects must be approved by the proper authority pursuant to ANGETL 19-11, Programming Guidance, prior to Grantee execution under this appendix.

Section 3105. Authorized Activities/Charges

Project Costs for the one-time contracted maintenance, repair, restoration, modernization, demolition, and minor construction of facilities.

- (1) Direct construction costs (project award)
- (2) A/E Engineering & Design Fees (Type A and Type B Services)
- (3) A/E and/or Grantee Construction Administration/Management, Inspection, and Testing Services (Type C Services)

Section 3106. Unauthorized Activities/Charges

The Grantee shall obtain prior approval from the Grants Officer for activities/charges not identified in Section 3105 of this appendix.

Section 3107. Financial Plan Requirements

a. Annual Funding Program (AFP) FinPlan Submission

(1) An AFP FinPlan shall be submitted each fiscal year, as part of the ANG Wing's annual Facilities Operations and Maintenance Agreement (FOMA) FinPlan submission, to the local ANG Comptroller's office within each Unit and State, as well as, to NGB/A4O and the USPFO's Grants Officer Representative (GOR). This AFP Finplan submission is due to NGB/A4O within the timeframe indicated in the budget call documents and local Finance Officer timetables.

(2) The annual AFP FinPlan submission shall be validated/approved prior to execution of this Appendix. The total amount of the validated/approved AFP FinPlan shall be the maximum amount NGB/A4O is committed to provide in federal assistance to the Grantee for the cost of performance of this Appendix

(3) Element of Expense/Investment Codes (EEIC): The EEICs listed in the NGB/A4O approved AFP FinPlan are the only EEICs authorized for use. Additional guidance on the proper use of financial data will be provided as part of the annual fiscal year Financial Guidance issued through NGB/FM.

(4) Up to 100% of an installation's Local SRM funds may be executed under this Appendix subject to the constraints of the federal budget system and provided the projects executed are tracked in iEMS.

(5) Projects above local approval level not included on the annual FinPlan submission will not be approved for execution under this appendix unless explicitly allowed by NGB/A4O.

b. Appendix Changes

Requests for changes to the terms of this Appendix shall be sent to NGB/A4O for review and approval.

Section 3108. Funding Limitations

a. Funding during a Continuing Resolution (CR) will be at the sole discretion of NGB/FM. The percentage of authorization is established by NGB/FM, pursuant to OMB guidance. NGB/A4O will not conduct any FM Checkbook or funding actions until actual funding has been released by NGB/FM.

b. Approved Budget/Annual Funding Program (AFP): The total dollar amount that NGB/A4O anticipates, subject to the availability of funds, being available as federal assistance to the Grantee for its costs in fulfilling its responsibilities under this Appendix. This amount may be increased or decreased by NGB during the fiscal year.

c. Total Dollars Obligated. The total amount of funds obligated for NGB's contribution under this Appendix. Only funds obligated through an executed CA modification to this appendix are available to the Grantee. Funding must be obligated within 45 days upon receipt by the Base Comptroller Office.

d. Accomplished as In-Kind Assistance (IKA). The total dollars expended through federal acquisition.

e. The following funding limitations are provided for each fiscal year as it occurs.

1. Fiscal Year ____:

Federal Share (100%)	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
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2. Fiscal Year ____:

Federal Share (100%)	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
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3. Fiscal Year ____:

Federal Share (100%)	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
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4. Fiscal Year _____:

Federal Share (100%)	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
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5. Fiscal Year _____:

Federal Share (100%)	Approved Budget/ (AFP) \$ _____	Total Dollars Obligated \$ _____
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Section 3109. Agreement Particulars

The information below shall be recorded by the Grants Officer's Representative (GOR) for compliance with the reporting requirements of the Financial Assistance Awards Data Collection (FAADC) and the Federal Funding Accountability and Transparency Act of 2006, as amended.

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| a. Grantee/Recipient Category: | Government |
| b. Grantee/Recipient Type: | State Government |
| c. Grantee/Recipient DUNS: | 07098020243 |
| Primary Place of Performance (if different from 'Issued To' on CA Modification Form): Vermont National Guard, office of the USPFO, 789 National Guard Road, Colchester, Vermont 05466-3099 | |
| e. Grantee/Recipient County
(Primary Place of Performance): | Chittenden Country |
| f. Grantee/Recipient Congressional District
(Primary Place of Performance): | At Large |
| g. Major Agency: | DOD |
| h. Agency Code: | 5700 |
| i. Funding Agency: | Air |
| j. Program Source Agency: | 57 |
| k. Transaction Type: | Cooperative Agreement |
| l. CFDA: | 12.401 |
| m. CFDA Program Title: | Repair, Air National Guard |
| n. Program Source Account-Funding: | 3840 |
| o. Treasury Appropriation Code: | 3840 |
| p. Award/Obligation/Action Date: | 1 October 2021 |
| q. Starting Date: | 1 October 2021 |

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r. Ending Date: Indef
s. Record Type: Individual Action
t. Fiscal Year/Quarter: FY22/1st Quarter
u. Unique Federal Award Identification Number (FAIN): W912LN-22-2-1031
v. Approved Budget Amount: TBA
w. R&D Amount (Yes or No): No
x. Indirect Cost Rate or CPP Rate: 0%

IN WITNESS WHEREOF: The parties, by their signatures, execute this Appendix and agree to its terms and conditions.

STATE/TERRITORY/ OR DISTRICT OF: Vermont BY: _____ Gregory C. Knight, Major General The Adjutant General _____ <i>(Date)</i>	NATIONAL GUARD BUREAU: BY: _____ Michael D. Chase, Col, USAF USPFO for Vermont _____ <i>(Date)</i>
Approved as to Legal Form: _____ Jacob A. Humbert Assistant Attorney General for Vermont _____ <i>(Date)</i>	Approved as to Legal Form: _____ Kurt Kafferlin, MAJ, JA, State Judge Advocate _____ <i>(Date)</i>