

TECHNICAL APPENDIX

RECIPIENT DESIGN

PROJECT DESCRIPTION, SCOPE, AND SCHEDULE

PROJECT DESCRIPTION

Construct a Supply Warehouse Facility by utilizing conventional design and construction methods to accommodate the mission of the facility. Facilities will be designed as permanent construction in accordance with the DoD Unified Facilities Criteria (UFC) 1-200-01, General Building Requirements and UFC 1-200-02, High Performance and Sustainable Building Requirements. The facility should be compatible with applicable DoD, Air Force, and base design standards. In addition, local materials and construction techniques shall be used where cost effective. This project will comply with DoD antiterrorism/force protection requirements per unified facilities criteria.

PROJECT SCOPE

Construct a new Supply Warehouse Facility adequately sized and configured to meet the storage and administrative requirements of both the 265th and 243rd Squadrons. The warehouse facility will consist of 20,600 SF of warehouse space and 1,000 SF of administrative space. (See attached DDF 1391 for authorized square footage breakdown) Each Squadron will need their own separate controlled warehouse space. The administrative area is for the full-time occupants to conduct meetings and daily operations, which includes a controlled supply area, conference space, offices, and restrooms. Supporting facilities include 5,400 SF (600 SY) of open gravel storage space, 300 SF hazardous material storage, and a 6,000 SF structure emplaced over existing paved parking lot. Pre-Engineered Building Solutions should be assessed as part of the design process. Facility is designated as Air Force Protection Level PL-4 and is not Mission Critical.

The following below is considered Real Property Installed Equipment (RPIE) in Design Scope and Maximum Construction Cost (MCC):

- Communications Pathways and Cabling

FFE Included in Design Scope but Funded Separately (not included in MCC):

- Furniture, appliances
- Audio Visual
- Access Control
- Communications Equipment (switches, servers, etc)
- Use Equipment
- Intrusion Detection System Pathways and Cabling

Development of Construction Bid Documents based off the agreed to preliminary design conclusions. Design specifications shall ensure compliance with, and cost estimates shall incorporate, the “Build America Buy America” Act (BABA) under the Infrastructure Investment and Jobs Act of 2021.

Design shall be in accordance with latest published versions of Department of Defense (DoD) Unified Facilities Criteria (UFC), Air National Guard Engineering Technical Letter (ANG ETL) 24-02 “ANG Design Objectives and Procedures”, ANG ETL 16-03 “Design Meetings and Presentations”, and ANG ETL 15-01 “ANG Design Policy” and/or successor ANGETL publications. All 15-01 series ANG ETLs will be applicable, along with their referenced UFCs. Latest published UFCs and their referenced codes and criteria are effective upon issuance for projects that have not proceeded beyond 35% design completion.

Cited references amongst others can be found at the Whole Building Design Guide website <https://www.wbdg.org/ffc>

Project shall be executed using the Design-Bid-Build method. Basis of Design shall be based upon standard design template, if any, in the latest published edition of ANGH 32-1084, ANGETL 24-02 Design Objectives and Procedures, ANG Design and Construction Handbook, or within the ANG repository.

Per NGB/A4, projects that have a delay, either planned or unintentional, of more than 18 months between design completion and the solicitation of offers for construction must undergo a code & criteria review with an updated cost estimate.

The State of Maine will provide all planning and engineering design coordination and consultation at applicable design stages with NGB/A4I to include the Assistant USPFO for Air (Real Property) for the 101st Air Refueling Wing, Maine Air National

Guard (“Base Civil Engineer”), the FAA, and any State & Local agencies of jurisdiction such as for all utilities, environmental, building codes and the Airport Authority (or agency having jurisdiction over the airport) wherein the Maine Air National Guard unit resides and trains from.

Note: DD Form 1391 documentation is used to establish scope.

PROJECT DESIGN SCHEDULE

Action	Projected Date
Criteria Review Conference (Pre-Award)	AUG 2026
Design Start	SEP 2026
Design Charrette	OCT 2026
Basis of Design Part 1 – Design Intent Submittal	NOV 2026
Phase 1 - Type A-1 15% Concept Proposal Submittal	NOV 2026
- Type A-1 Concept Proposal Meeting	
- Preliminary Design Stop	
- Design shall proceed after acceptance by NGB/A4I PM	
Phase 1 - Type A-2 35% Schematic Design Submittal	DEC 2026
- Type A-2 Concept Development Meeting	
- Design Stop for FYDP and scoping by NGB A4I	
- Design shall proceed after acceptance by NGB/A4I PM	
Phase 2 - Type B-1 65% Design Submittal	APR 2027
- Type B-1 Contract Document Development Meeting	
- Preliminary Design Stop	
- Unit SSM Submits Design to ANG SSO for DIA Preconstruction Security Review (90 days)	
- Design shall proceed after acceptance by NGB/A4I PM	
Phase 2 - Type B-2 100% Pre-Final Design Submittal	JUN 2027
- Type B-2 Pre-Final Review Meeting	
- Design Stop	
- Design shall proceed after acceptance by NGB/A4I PM	
Phase 2 - Type B-3 100% Final Design Submittal	AUG 2027

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STATEMENT OF WORK

1. Purpose. This Statement of Work defines the RECIPIENT's obligation in providing design for a construction, sustainment, restoration, or modernization project.

2. Scope of Services. By contract ~~or in-house tasking~~, the RECIPIENT will provide the Architect-Engineer (A-E) services necessary to develop plans, specifications, and cost estimates (referred to as the Project Design Documents) required for construction of the project.

3. Architect-Engineer Services. Architect-Engineer Services shall be designated in the following manner:

3.1. Reference Air National Guard Engineering Technical Letter (ANG ETL) 24-02 "ANG Design Objectives and Procedures"

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

3.3 Title I/Type "B" Architect-Engineer Services: Services to perform code and criteria review and to produce construction plans, construction specifications and construction estimates at the preliminary (35 percent completion), pre-final (95 percent completion) and final (bidding documents) phases.

3.4 Reproduction Services: Services to reproduce construction plans and specifications suitable for bidding purposes.

3.5 Title II/Type "C" Construction Supervision Services: Services to supervise and inspect construction performance and review of construction contractor prepared as-built drawings. This service may be provided as part of the RECIPIENT Construction Appendix.

4. Project Schedule. The parties agree to exercise their best efforts to complete the project design within the period set forth on the Project Schedule contained in this Appendix.

5. Pre-Design and Design Responsibilities. The RECIPIENT will select and contract for Architect-Engineering (A-E) design services. The Base Civil Engineer may serve as a technical advisor or observer in the process. ANG shall not issue directions to the RECIPIENT's A-E design services.

5.1. The RECIPIENT shall transmit design documents for **NGB/A4I** review, comment, and accepted prior to the RECIPIENT's acceptance of the design submittal at the 35, 65, 95, and 100 percent stages of design. An electronic copy of each document shall be sent to the Project Manager, NGB/A4I at 3501 Fetchet Avenue, Joint Base Andrews, Maryland 20762. An electronic copy of each document shall be sent to the Civil Engineer Technical Branch (CETB). Design documents related to RECIPIENT Improvements shall not be subject to NGB/A4I acceptance. **NGB/A4I** shall accept, not accept, or accept subject to comments, the design documents. If **NGB/A4I** accepts the documents subject to comments, the RECIPIENT shall make good faith efforts to resolve the comments prior to accepting the documents from the design A-E.

5.2. The RECIPIENT shall carry out final design of the project as defined in this Appendix. The final design shall include construction plans and specifications, construction cost estimates, the construction schedule, and any applicable phasing or sequencing requirements.

5.3. Title to Design Documents. Title to Design Documents shall be provided in the RECIPIENT Design contract. The RECIPIENT shall ensure that the design contract provides an unlimited right to use Design Documents at no additional cost.

5.4. Limitation of Liability.

5.4.1. The RECIPIENT acknowledges that it (or its contractor) is preparing Design Documents in its right and not as an agent or contractor of GRANTOR.

5.4.2. No GRANTOR or RECIPIENT acceptance or approval given under this Appendix shall be construed as a warranty of any kind.

6. Project Contract Preparation

6.1. Once the Project design is accepted by GRANTOR, the RECIPIENT agrees to promptly begin defining the terms of the construction Project. The RECIPIENT agrees to submit a proposal and appurtenant cost or pricing.

6.2. The schedule for contract preparation of this project is: **FFY26**

6.3. Allowable costs. For the purpose of determining allowable costs before construction project contract preparation, the term “costs” includes:

6.3.1. Those recorded costs that result, at the time of request for reimbursement, from actual payment for items or services purchased directly for the RECIPIENT contract;

6.3.2. When the RECIPIENT is responsible for costs of RECIPIENT contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

6.3.3. Materials issued from the RECIPIENT’s stores inventory and placed in the production process for use on the contract;

- (i) Materials issued from the RECIPIENT’s inventory and placed in the production process for use on the contract;
- (ii) Direct labor; and
- (iii) Direct travel.

7. Reimbursement of Pre-Design and Design Costs.

7.1. Reimbursement of pre-design and/or design costs will be made upon NGB/A4I’s acceptance of the project’s submittal documents or IAW the cash flow requirements of the advance payment method and the RECIPIENT’s proper billing for reimbursement of the federal share of costs under the terms of this MCCA.

8. Architect-Engineer Fee limits.

8.1. Architect-Engineer fee percentages are determined according to the Typical Architectural-Engineering Fees for ANG projects of Architect-Engineer Services for National Guard Projects.

8.2 As an alternative, the RECIPIENT may choose to negotiate a fixed fee Architect-Engineer services contract. If the fixed fee option is chosen, in addition to any other limitation on cost set forth in this MCCA, NGB shall have no obligation to reimburse the RECIPIENT for more than the Federal prorated share as stipulated in the Project Design Finance Plan and/or Project Construction Finance Plan.

8.2.1 Title I/Type A, Concept, costs in excess of 2% (unless approved in advance by GRANTOR) of the ESTIMATED COST OF CONSTRUCTION (ECC);

8.2.2. Title I/Type B, Design, costs in excess of 6% of the ECC (unless approved in advance by GRANTOR);

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

8.2.4. Title II/Type C, Construction supervision, costs in excess of 3% of the ECC (unless approved in advance by GRANTOR).

TYPICAL ARCHITECTURAL-ENGINEERING FEES FOR AIR NATIONAL GUARD PROJECTS

Estimated Construction cost	Architectural-Engineering Contract Target Amount
Up to \$200,000	10%
Greater than \$200,000 & Up To \$800,000	9%

Greater than \$800,000 & Up To \$2,000,000	8%
Greater than \$2,000,000	7%

9.1 Project Design Finance Plans.

9.1 The project finance plan is the maximum amount for which GRANTOR is obligated to reimburse the RECIPIENT for the costs of performance of the MCCA. The amount of any project finance plan line-item cost limitation shall not be exceeded.

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

9.3. RECIPIENT shall commit to comply to the Project Design Schedule, as referenced in Technical Appendix. Recipient shall provide a copy of the contract award and modification documents to the Grantor.

SCRV259002 MCCA SUPPLY WAREHOUSE

ESTIMATED COST OF CONSTRUCTION: **\$16.5M**
DESIGN TARGET MAXIMUM CONSTRUCTION COST: **\$14.4M**

Activity	ANG Award
Design of ANG Improvements Type A	\$432,000
Design of ANG Improvements Type B	\$936,000
Ancillary/Misc (Travel, Per Diem, etc...)	\$21,000
Totals	\$1,389,000

Design Finance Plan Notes, Terms and Conditions:

1. This Design Finance Plan is incorporated into this Appendix for the purpose of establishing the total estimated costs and the amount of NGB Award necessary, to produce Project Design Documents.
2. The Design Target Maximum Construction Cost (MCC) only represents the Project Cost. The MCC does **not** include the Project Supervision, Inspection and Overhead; Project Agent Fee; or project Contingency.
3. In accordance with this Appendix, and subject to any other cost or fund limitation in this MCCA, NGB shall award the RECIPIENT for 100% of allocable and allowable costs for design of ANG improvements which include: **All work identified in the Technical Appendix “RECIPIENT Design” Project Description**
4. NGB shall not be liable to reimburse the RECIPIENT for any other costs of design except those for ANG improvements.
5. For purposes of Award limitation by the GRANTOR, the “Brooks Act” applies to the “Type B Design of ANG Improvements”. Under 48 CFR § 836.606-71 “Application of 10 percent architect-engineer fee limitation”, the Title I/Type B Design Services (excluding reproduction, travel and per diem or other similar services not an integral part of the production and delivery of plans, designs, and specifications) shall never exceed 10% of the MCC. This provision carries through all subsequent revisions of the Design Technical Appendix.