

---

# **COMBINED SYNOPSIS/SOLICITATION**

## **FOR**

### **GRAND JUNCTION VETERANS AFFAIRS MEDICAL CENTER**



**A/E Design & Construction Phase Services  
for a Replacement Absorption Chiller**

**Solicitation Number: VA-259-12-RP-0251**

---

**COMBINED SYNOPSIS/SOLICITATION:**

This is a combined synopsis/solicitation for a non-commercial item prepared in accordance with the format in FAR 13.003 (g) (1), as supplemented with additional information included in this notice. This announcement constitutes a Request for SF 330's Part I & II. VA-259-12-RP-0251 is hereby issued as a request for proposal (RFP) for A/E Design and Construction Phase Services for a Replacement of an Absorption Chiller at the Grand Junction, CO Veteran Affairs Medical Center. This combined synopsis/solicitation document incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-56, 02 March 2012. The NAICS code is 541330, Engineering Services. The small business size is \$4.5M. The Scope of the Project is detailed in the following pages.

A pre-proposal conference will be held on 3/19/12 from 1pm-3pm in Building 6 in the large conference room area at the Grand Junction VA Medical Center. This pre-proposal conference is not mandatory. The address is: VA Medical Center, Grand Junction, 2121 North Avenue, Grand Junction, CO 81501-6428.

Written questions will be due by 3/20/12 at 5pm in writing to the Contract Specialist, Tracy Lynn Jackson, at [tracy.jackson2@va.gov](mailto:tracy.jackson2@va.gov) , 303-603-3272.

After the deadline for submission of questions listed above, it will be up to the discretion of the Government to answer additional questions.

SF330's (Part I & II) will be due by 12pm Mountain time on 3/27/12 in electronic format in no more than 5MG. See attached Statement of Work, section called: Requirements for Electronic submission, for additional details on the process of electronic submission of SF330's.

SF330's will be emailed to Contract Specialist, Tracy Lynn Jackson, [tracy.jackson2@va.gov](mailto:tracy.jackson2@va.gov).

Interviews will tentatively be held the week of April 9, 2012.

This A/E Design and Construction Phase Service award will be a 100% Service Disabled Veteran Owned Business set-aside, utilizing, VAAR 852.219-10, VA Notice of Total Service Disabled Veteran Owned Small Business set-aside. In accordance with, 804.1102 Vendor Information Pages (VIP) Database, the business must be verified for ownership and control and listed in the vendor information page database, (<http://www.vetbiz.gov>) at the time of SF 330 submittal/receipt, otherwise the offeror will be considered non-responsive.

This requirement is utilizing the Brooks Act; the VA Form 10-6298 AE will be requested from the shortlist of offerors at a later date.

# Table of Contents

<b>STATEMENT OF WORK .....</b>	<b>5</b>
<b>REPRESENTATIONS AND CERTIFICATIONS.....</b>	<b>24</b>
1.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2012).....	24
<b>GENERAL PROVISIONS .....</b>	<b>28</b>
2.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	28
<b>GENERAL CONDITIONS .....</b>	<b>29</b>
3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	29
3.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012) .....	30
3.3 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011).....	31
3.4 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984).....	33
3.5 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT -ENGINEER CONTRACTS (OCT 2008) .....	34
3.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009).....	37
3.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).....	39
3.8 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008).....	39
<b>SPECIAL PROVISIONS .....</b>	<b>40</b>
SP-1 LIMITING CONSTRUCTION COST .....	40
SP-2 FEE FOR A/E SERVICES .....	40
SP-3 SCHEDULE OF PAYMENTS FOR A/E SERVICES .....	41
SP-4 DEFINITIONS AND RESPONSIBILITIES .....	42
SP-5 OWNERSHIP OF ORIGINAL DOCUMENTS .....	42
SP-6 ADJUSTMENT IN CONTRACT AMOUNT DUE TO CHANGES.....	42
SP-7 DEFERRAL OF WORK .....	42
SP-8 POST-CONSTRUCTION SERVICES.....	43
SP-9 TRAVEL EXPENSES.....	43
SP-10 RETENTION OF REVIEW DOCUMENTS .....	44
SP-11 852.236-86 WORKMEN'S COMPENSATION (APR 1984).....	44
SP-12 GOVERNMENT-FURNISHED PLANNING INFORMATION .....	44
SP-13 DESIGN REVIEW AND COMPLETION SCHEDULE .....	45
SP-14 SUBMISSION OF CONTRACT DRAWINGS AND RELATED MATERIAL FOR DESIGN.....	45
SP-15 REPRODUCTION OF CONTRACT DRAWINGS AND SPECIFICATIONS.....	46
SP-16 RENDERINGS.....	46
SP-17 ATTENDANCE AT CONFERENCES .....	46
SP-18 COMPLIANCE WITH CODES AND STANDARDS .....	47
SP-19 PROJECT PHASING (CPM).....	47
SP-20 STRUCTURAL ECONOMIC ANALYSES.....	47
SP-21 DOCUMENT LIBRARY .....	48

SP-22	SITE SURVEYS, SUBSURFACE, AND OTHER INVESTIGATIONS .....	48
SP-23	COORDINATION WITH STATION .....	48
SP-24	MONTHLY DESIGN PROGRESS REPORT .....	48
SP-25	LIABILITY .....	48
SP-26	ADVERTISING FOR AND SECURING CONSTRUCTION BIDS .....	48
SP-27	CONSTRUCTION PERIOD RESPONSIBILITIES .....	49
SP-28	SHOP DRAWINGS, SUBMITTALS, ETC.....	49
SP-29	CONTRACTOR'S REQUESTS FOR INFORMATION AND COST PROPOSALS .....	49
SP-30	RECORD DRAWINGS AND SPECIFICATIONS .....	50
SP-31	EXPEDITIOUS REPLIES .....	50
SP-32	SITE VISITS .....	50
SP-33	INSPECTIONS OF CONSTRUCTION WORK .....	50
SP-34	RECORD OF SITE VISITS.....	51
<b>CONTRACT PROCEDURES.....</b>		<b>52</b>
CP-1	PROCEDURE FOR ARCHITECT/ENGINEER TO FOLLOW IN ENGAGING PROFESSIONAL SERVICES AS A REIMBURSABLE ITEM UNDER THEIR CONTRACT .....	52
CP-2	PROCEDURE FOR SUBMITTAL BY ARCHITECT-ENGINEER OF MONTHLY DESIGN PROGRESS REPORT.....	52
CP-3	PROCEDURE FOR SUBMITTAL BY ARCHITECT-ENGINEERS OF INVOICES FOR PAYMENT .....	53
CP-4	PROCEDURE FOR COMPUTATION OF BUILDING GROSS AREA .....	54
CP-5	PROCEDURES FOR ARCHITECT/ENGINEERS TO FOLLOW TO OBTAIN APPROVAL TO REIMBURSABLE ITEMS NOT OF A PROFESSIONAL NATURE AND PRINTS OR REPRODUCIBLE PRINTS .....	55
CP-6	PROCEDURE FOR ISSUANCE OF AMENDMENTS TO BIDDING DOCUMENTS .....	56
CP-7	PROCEDURE FOR PROCESSING SHOP DRAWINGS AND MANUFACTURES' LITERATURE .....	57
<b>ATTACHMENTS.....</b>		<b>60</b>
6.1	List of Attachments .....	69

## ARCHITECT-ENGINEER SCOPE OF WORK

### REPLACE ABSORPTION CHILLER PROJECT NO. 575-12-103

#### **INTRODUCTION:**

A. The Architect/Engineer (A/E) Contractor, hereafter referred to as the “Contractor” shall provide the services for preparation of construction documents, cost estimates and other items indicated for ”REPLACE ABSORPTION CHILLER” hereafter referred to as the “Project”. The Contractor shall submit all deliverables stated in this Statement of Work to the Contracting Officer Technical Representative, hereafter referred to as the “COTR” in this Statement of Work.

B. Applicable Standards, Manuals, and Pamphlets: The Contractor shall design this project in accordance with Veterans Health Administration (VHA) (<http://www.cfm.va.gov/til/dManual.asp>) Local, State and National Standards which apply, including but not limited to: UFC, NFPA, NFC, ANSI, OSHA, ASTM, NEC, ICC, etc.

C. The Contractor shall use RS Means to prepare all cost estimations deliverables for the Project, ([http://vaww.ceosh.med.va.gov/01he/pages/costworks\\_warning.shtml](http://vaww.ceosh.med.va.gov/01he/pages/costworks_warning.shtml)), or contracting officer approved equal. **The referenced specifications are listed as a guide. The Contractor shall utilize and edit the VA Master Specifications in the use for design and development of construction documents.**

#### **SCOPE OF PROJECT:**

**The Contractor shall provide to the Government Title I (A & B) and/or Title II (C) Services.**

This Request for proposal is for A/E Design and Construction Phase Services for a Replacement of an Absorption Chiller. This contract will provide for a system wide design for replacing the existing 200 ton steam absorption chiller and 250 ton electric chiller in Building 9 of the Grand Junction VA Medical Center with a new electric chiller or multiple set of chillers. The new design will meet the current and future cooling loads of the supplied buildings at a maximum efficiency. The review of existing Building 9 utilities shall also include the existing 280 Kw diesel powered generator and the feasibility for its replacement. The contractor shall provide a design consisting of drawings and specifications for the replacement chiller(s) based on review of documents and drawings available in the office of Facility Management. The contractor shall design the following:

1. Investigate current chilled water loads and existing building loads to size the new system. The building loads, along with annual energy simulation, will be performed with an approved energy and load simulation software.
2. The design will include a water cooled, magnetic bearing centrifugal with integrated variable frequency drive (VFD) technology. The chiller(s) will have digital control with part load efficiencies at 0.33 KW/Ton. The unit will operate with R134a refrigerant. Consider multiple compressor chiller systems for redundancy and to allow staging compressors.
3. Integrate the existing and new chilled and condenser water controls into campus building control system (Johnson Controls Metasys) such that the plant personnel and facility management can determine chiller efficiencies and operating conditions.
  - a. Set up chilled water control loop with a chilled water reset control sequence.
  - b. Set up condenser water temperature with set point control.

- c. Set up for chiller sequencing if using multiple chillers.
4. Evaluate the primary cooling loop, including the existing bridal valve, and optimize the flow rate using high efficiency motors with VFD.
5. Evaluate the existing electrical backup system of generator, transfer and distribution panel with the incorporation of all Building 9 utility systems components. The evaluation shall determine a design for the replacement of components on extension on backup power distribution.

Following the completion of the design, the contractor shall provide a cost estimate and a work completion schedule to be incorporated into the project solicitation package. If the construction costs of the design exceed the project budget, the contractor shall determine alternate bid items with their associated deductive costs.

**Reference Drawings included as attachments in the solicitation:**

7-2-1-1659 9H1.PDF  
7-2-1-1660 9H2.PDF  
04137-H6 COOLING TOWER.PDF  
04137-H7 COOLING TOWER.PDF  
04137-H8 COOLING TOWER.PDF  
04137-H9 COOLING TOWER.PDF  
04137-P1 COOLING TOWER.PDF  
04137-P2 COOLING TOWER.PDF  
04137-S1 COOLING TOWER.PDF  
04137-X1 COOLING TOWER.PDF  
B9\_OPA\_018.PDF  
YORK Specs.PDF

**Reference Specifications included as attachments in the solicitation:**

236400 Package water Chiller Units  
262411 Disconnect Switches  
263213 Engine Generators  
263623 Automatic Transfer Switches

Upon approval by Medical Center review of the 100% drawings and specifications, the contractor shall provide to the Contracting Officer publishable construction **drawings in PDF format.**

**SELECTION CRITERIA FOR CONTRACTOR TEAM:**

**Qualifications of Team and Key Personnel**

1. The Contractor team must show a minimum of 3 projects in the last 5 years involving mechanical design elements similar to the work indicated in the Scope of Work in Federal, State, Local Government, Commercial or Industrial. The Contractor team shall show proof of design of projects similar in scope and scale in the past 5 years. The Contractor team shall be comprehensive and able to demonstrate responsiveness to project concepts.
  - a. The Project Manager for each design specialty shall have experience overseeing design work of a similar nature.

- b. The firm must be a licensed designer in the State of Colorado capable of stamping design plans and technical specifications.
  - c. The Contractor team shall list all applicable licenses for key personnel, including LEED-AP and personnel or firm awards.
  - d. The Contractor team shall demonstrate specific experience and qualifications of personnel proposed for assignment to the project and their record of working together as a team.
  - e. The Contractor team shall include information documenting that the team has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past three years. The contractor team shall include documentation from the insurance carrier that has an experience modification rate (EMR) of equal to or less than 1.0.
2. The Contractor team shall demonstrate effective completion of designs within the constraints of the proposed schedule, while demonstrating team capacity limits.
  3. The Contractor team shall demonstrate specialized experience in life cycle cost estimating at various phases of design and energy modeling.
  4. The Contractor team shall demonstrate specialized experience in creating value add engineering and mitigation strategies to change orders that minimized costs to the Government.
  5. The Contractor Team shall discuss the reputation of the firm and its principal offices with respect to professional performance, general management and cooperativeness.
  6. The Contractor Team shall provide pertinent information regarding a record of significant claims against the firms because of improper or incomplete architectural and engineering services.

The Contractor shall identify, by name, the key management and technical personnel who will work under this contract at the time the work is being negotiated. If a key person becomes unavailable to complete the A/E Design, the proposed substitutions of key personnel shall be made only as approved directed by the Contracting Officer and the COTR. **The Contractor shall submit resumes of qualifications to the COTR for key personnel and all other direct employees proposed for the project. All Contractor employees will be approved by the COTR prior to providing services under the contract.** If, at any time from date of award to the end of the contract, non-key Contractor personnel are no longer available, HES/HIS reserves the right to review qualifications of proposed replacement personnel and to reject individuals who do not meet the qualifications set forth.

A commissioning agent will be retained by the VA to work with the Contractor team during design and construction.

#### **REQUIREMENTS FOR ELECTRONIC SUBMISSION:**

All responses to solicitations must be submitted electronically as described below. Responses submitted in a paper form are unacceptable and will be returned. Failure to comply with this requirement may jeopardize the possibility of receiving an award for the contract due to noncompliance with the terms of the solicitation. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the electronic formats and media described below.

In addition, contractors are notified of the award via an electronic Notice of Award e-mail. The award document will be attached to the Notice of Award e-mail.

### **Acceptable Electronic Formats (Software) for Submission of Offers**

1. Files readable using the current Microsoft\* Office version Products: Word, Excel, PowerPoint, or Access. Spreadsheet documents must be sent in a format that includes all formulas, macro, and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for [caution regarding use of macros](#). When submitting construction drawings contractors are required to submit one set in AutoCAD and one set in Adobe PDF. (purpose: contracting can open the PDF version and engineering can open AutoCAD files).
2. Files in Adobe\* PDF (Portable Document Format) Files: When scanning documents scanner resolution should be set to 200 dots per inch, or greater.
3. Please note that we can no longer accept .zip files due to increasing security concerns.

**E-mail Submission Procedures:** For simplicity in this guidance, all submissions in response to a solicitation will be referred to as offers.

- a. Subject Line:** Include the solicitation number, name of company, and closing date of solicitation. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type.
- b. Size:** Maximum size of the e-mail message shall not exceed five (5) megabytes. Only one email is permitted.
- c. Page Limit:** There is a limit of 50 pages for Part I of the SF330.

Each electronic offer must also include a signed and scanned SF-330, Architect-Engineer Qualifications, SF-18, Request for Quotation; or SF-33, Solicitation, Offer and Award; or SF-1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair); or SF-1449, Solicitation, Contract, Order for Commercial Items, depending on the requirements of the solicitation.

**The offer will be date and time stamped by the Microsoft Email system and will be the official record of receipt for the submission.**

### **Security Issues, Late Bids, Unreadable Offers**

1. Late submission of offers are outlined at FAR Parts 52.212-1(f), 52.214-7, and 52.215-1(c)(3). Particular attention is warranted to the portion of the provision that relates to the timing of submission.
2. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
3. To avoid rejection of an offer, vendors must make every effort to ensure their electronic submission is **virus-free**. Submissions or portions thereof submitted and which the automatic system detects the presence of a virus or which are otherwise unreadable will be treated as “unreadable” pursuant to FAR Parts 14.406 and FAR 15.207(c).

4. The virus scanning software used by our e-mail systems cannot always **distinguish a macro from a virus**. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail offer to be quarantined. You may send both the spreadsheet and the spreadsheet saved in PDF format to ensure that your proposal is readable.

Password protecting your offer is not permitted. The Contracting Officer will file the offer electronically which will allow access only by designated individuals.

#### **CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

Contractor shall be responsible for complying with all Contract personnel security requirements, which facilitate the security programs for computer systems and automated information systems implemented by the Office of Security and Law Enforcement and Veterans Health Administration.

#### **CONSTRUCTION CONTRACTS WITH ARCHITECT-ENGINEER FIRMS:**

No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the head of the agency or authorized representative.

#### **TRAVEL:**

Travel is a reimbursable cost under this contract.

#### **REPRODUCTION COSTS:**

Reproduction costs are a reimbursable expense under this contract.

#### **PLACE OF PERFORMANCE:**

VA Medical Center, Grand Junction  
2121 North Avenue  
Grand Junction, CO 81501-6428

#### **PERIOD OF PERFORMANCE:**

Design and Specifications Work: 180 days from Notice to Proceed for submission of 100% drawings and specifications.

#### **HOURS OF WORK:**

Hours of work are the normal operational hours plus those hours required for scheduled travel. Offerors are expected to conform to customer agency normal operation hours, 7:30am-4:30pm MST or hours approved by the COTR. Work requiring shutdown, interruption or potential interruption of power to critical areas of the Medical Center will require extensive coordination and planning with FMS.

#### **SITE INVESTIGATION:**

The Contractor shall conduct appropriate site investigation to obtain all information necessary to complete design activities. The VA will provide reference documents to the extent possible but does not guarantee the accuracy of such documents. Responsibility to verify all necessary information to complete design services belongs to the Contractor.

#### **SITE VISITS:**

The Contractor will provide a representative familiar with the project to make a site visit when requested by the Contracting Officer or the Contracting Officer Technical Representative. Include three site visits.

**STATEMENT OF SERVICES:** The Engineer shall perform all or part of the following services as more specifically identified in each delivery order.

- a. Title I (Type "A" Services). These services involve field investigations and surveys (topographic, geotechnical, etc.); similar fact finding surveys of the site essential to proper design; prepare reports and similar services not involved in the preparation of designs, plans, drawings, and specifications.
- b. Title I (Type "B" Services). These services include those items normally furnished by an Engineer in the actual preparation of the design documents (plans, drawings, estimates, specifications, submittal register etc.) and include visual inspection of the site or facility for familiarization with scope, general conditions, and coordination with using activities.
- c. Title II (Type "C" Services). Those items involving inspecting, monitoring, and evaluating construction activities to validate conformance to plans and specifications, including reviewing, evaluating and testing product submittals and shop drawing; and preparation of construction contract modifications.

**ENGINEERING SERVICES:**

- a. Title I (Type "A" Services). The Engineer shall perform all work required to investigate existing conditions (Pre-Design). This work includes field investigations and surveys (topographic, geotechnical, chemical, site utilities, existing mechanical etc.), energy modeling/analysis, commissioning and similar fact finding surveys of the site in order to provide reports of existing conditions on which to base proper design; and similar services not involved in the preparation of designs, plans, drawings, and specifications.
- b. Title I (Type "B") Services: The Engineer Title I Type "B" services include those items normally furnished by an Engineer in the actual preparation of the design documents (plans, drawings, estimates, specifications, submittal register, Comprehensive Interior Design, etc.) in the Schematic, Design Development and Construction Document phases. The Engineer shall perform all work required to produce documents describing the work required to accomplish the intent of the project as specifically identified in each Task Order. Unless otherwise specifically provided therein, the Engineer shall perform these services as follows.
  - 1) Field Survey and Investigation: The Engineer shall visually inspect the site and/or facility for familiarization with the scope of work and general conditions of the facility; coordinate with the using activities to obtain their operational activities for the development of functional relationships and detailed requirements. The Engineer shall visit the project site for investigation of the existing physical conditions and to ensure the accuracy of the drawings, as available, furnished to the Engineer by the Government.
  - 2) Cost Estimates: The Engineer shall design each project to provide a complete and usable facility within a given target construction cost provided by the Government. The target construction cost will be provided to the contractor in our requests for proposal and on the executed contractual document, the Standard Form 252. The Engineer's cost estimates shall be based on labor and material prices prevailing in the project's locality. Cost estimate shall be descriptive, detailed, and includes all

operations of work required including quantities and unit costs. Additionally the construction cost estimate shall include Government Furnished Equipment (GFE) and contractor furnished equipment when applicable. The Engineer cost estimate shall summarize all cost by material, labor, other direct costs, overhead, profit, and bonding costs. Cost estimates shall be prepared on an electronic version of the VA Form 08-6277, RS Means Standard Excel Format or Contracting Officer pre-approved Engineer's equivalent electronic spreadsheet that provides the information specified above.

3) Project Costs: The Engineer shall be required to conduct the field survey and investigations, prepare the preliminary drawings, data, reports, etc., and design the full scope of the work as outlined above and as agreed upon during review of study data and recommendations. If the estimated costs exceeds the amount indicated on the project description sheets for each project (based on current anticipated scope and subject to adjustment to approved scope), sufficient alternates to the construction contract should be determined at the time of the preliminary review conference to reduce the cost below this amount, if deemed necessary by the Government.

4) Phasing Plans, Impact Mitigation, and Energy. Construction work will be in occupied Medical Centers and every effort will be made to interface construction with Medical Center operations. To minimize impact this means the preparation of detailed phasing plans including associated moves. Phasing plans will show exact areas of work along with specific outage times, infection control risk assessment (ICRA) mitigation measures (including specific dust, noise, debris control), interim life safety measures (ILSM) which provide for specific measures to mitigate any reduction in fire protection features (i.e., exits out of service, fire sprinkler removal, etc). Utility outages will be carefully planned and included in the contract in order to allow all OSHA required safety measures to be maintained while continuing Medical Center operations. (For example, outages must provide means to shut off and lock out / tag out equipment while still allowing for Medical Center to continue operations). Project must meet all legal requirements and executive orders including EPAC 2005, EISA 2007, EO 13514, and EO13423 all dealing with environmental, energy, and water as specifically applied to Federal Buildings. This requires up front analysis and planning.

c. Title II (Type "C" Services): Those items involving inspecting, monitoring, commissioning and evaluating construction activities to validate conformance to plans and specifications. These services include reviewing, evaluating and testing product submittals and shop drawing and preparation of construction contract modifications.

d. Applicable Standards, Manuals, and Directives: The Engineer shall prepare all design documents in conformance with the applicable portions of the following:

1) VHA Standard Format (<http://www.cfm.va.gov/til/dManual.asp>) .

2) Applicable VHA Directives, Instructions, Pamphlets, Manuals or other documents as directed by the VISN-19 Station Engineer or Chief of Design. Note that the VA has a series of design guides and space planning tools in addition to VA Master Specifications. These will generally be minimum standards but may be adjusted to meet other requirements such as energy and environmental compliance. Modifications are to be approved by VA project staff.

3) Current state and national codes, regulations, and specifications involving architectural, civil, electrical, environmental, and mechanical disciplines associated with the design and construction of each project as referenced by VHA or contracting officer direction.

4) Public Laws and Executive Orders with specific reference to EPAC 2005, EISA 2007, Environmental Policy, EO 13423, EO 13514, etc. Note that environmental impacts must be evaluated and either meet categorical exclusion or have a full environmental assessment performed. Note that many VA buildings are considered historic and this will need to be considered throughout the design.

**PHASES OF COMPLETION:** Unless specifically defined, the Engineer shall accomplish the design of a project in phases which consist of the following:

a. Phase I (Pre-Design)

- 1) Survey of existing facilities.
- 2) Study of requirements.
- 3) Conceptual Floor Plans and Elevations
- 4) Energy Modeling and Analysis
- 5) Commissioning Agent Input
- 6) Phasing and other mitigation factors including ICRA and ILSM.

During Phase I, the Engineer shall conduct a survey investigation and study based on broad guidance furnished herein, and as may be supplemented by other Government-furnished material, will determine the recommended scope, materials, quantities, etc., and proceed to Phase II. Conferences or site visits will be conducted (if required).

**Deliverables (will include electronic files and three hardcopies of drawings in AutoCad® 2011 format and specifications for each design milestone as listed below):**

b. Phase II for accomplishing design work (Schematic and Design Development):

- 1) 35% Drawings (half size)
- 2) 35% Specifications
- 3) 35% Cost Estimate
- 4) Design Analysis
- 5) Energy, ICRA, ILSM and Phasing
- 6) Conference at the Contracting Office (unless specifically omitted)
- 7) Letter Report with recommendation based on system modeling systems
- 8) One-Line Sketch of proposed system Modifications
- 9) Valve inventory/survey

and/or

- 6) 50% Drawings (half size)
- 7) 50% Specifications (VA Construction)
- 8) 50% Cost Estimate
- 9) Design Analysis
- 10) Energy, ICRA, ILSM and Phasing
- 11) Conference at the Contracting Office (unless specifically omitted)
- 12) "Open Pit" inspection Results

13) Preliminary Plans

c. Phase III Completion of design (unless specifically omitted) shall include all review comments from Phase II (Construction Document):

- 1) First Final Drawings (95%) (half size & full size)
- 2) First Final Specifications (95%)
- 3) First Final Cost Estimate (95%)
- 4) First Final Design Analysis (95%)
- 5) Final analysis and approve of Phasing, Energy Analysis including Measurement and Verification plan, ICRA plan, ILSM plan and detailed phasing plan.
- 6) Conference at the Contracting Office (unless specifically omitted)
- 7) Final documents (100%) as listed below shall be delivered to the office of the Contracting Officer incorporating all review comments from the 95% review.

- (a) Final Drawings (half size & full size)
- (b) Final Specifications
- (c) Final Cost Estimate
- (d) Final Design Analysis

- 8) **Final Plans (Sealed by Colorado Professional Engineer) 100%**
- 9) **Final Specifications (Sealed by Colorado Professional Engineer) 100%**

**A/E SUBMISSIONS AND COMPLETION SCHEDULE:**

<u>Item</u>	<u>Date</u> <u>(Calendar days after</u> <u>NTP Issuance Date)</u>
-------------	---

**Deliver Review (35%) material to GJVAMC**  
(not later than).....60 days  
Government Review Period

**Review (35%) material with GJVAMC**  
(not later than).....70 days  
Government Review Period

**Contractor may bill the Government up to 20% of the total contract fees of Type A & B Services, upon acceptance by the Government.**

**Deliver Review (50%) material to GJVAMC**

(not later than).....120 days

Government Review Period

**Review (50%) material with GJVAMC**

(not later than).....130 days

Government Review Period

**Contractor may bill the Government up to 30% of the total contract fees of Type A & B Services, upon acceptance by the Government.**

**Deliver Review (95%) material to GJVAMC**

(not later than) .....150 days

Government Review Period

**Review (95%) material with GJVAMC**

(not later than).....160 days

Government Review Period

**Contractor may bill the Government up to 20% of the total contract fees of Type A & B Services, upon acceptance by the Government.**

**Deliver Review (100%) material to GJVAMC**

(not later than).....180 days

Government Review Period

**Contractor may bill the Government up to 20% of the total contract fees of Type A & B Services, upon acceptance by the Government.**

## **Construction Period Services**

**Contractor may bill the Government up to 10% of the total contract fees of Type C Services, upon acceptance by the Government, based upon documented on-site meetings and work performed but not to exceed more than 10% of the overall design costs.**

Construction Limit Increases (CLI's) may be available when determined to be appropriate by the Contracting Officer but they will not exceed 10% of Final Award.

The Contractor can be directed by the Contracting Officer to perform additional services under this contract and then bill for these additional services.

The VA requirements for Certification and Accreditation as described in VA Handbook 6500.6 Appendix A is **NOT** required for this contract.

### **ACCEPTANCE OF DELIVERABLES:**

- A. The VA will review deliverables within 10 workdays of submission to the COTR. In the event of a VA rejection, the Contractor shall resubmit the rejected deliverable within 5 business days. The VA will re-review the resubmitted Contractor deliverable within 5 days. IN the event of a second VA rejection of a deliverable, the Contracting Office will issue the Contractor a written cure notice.
- B. Invoices for work performed will be dated on or after acceptance of deliverables for the work covered in any given invoice.
- C. Deliverables not approved will be corrected and/or redone prior to being re-submitted for approval Resubmission by the Contractor shall be within 5 business days.
- D. After approval of re-submitted deliverables invoices can then be dated on or after approval of re-submission.

### **GENERAL:**

- A. The A/E shall prepare all working architectural and engineering plans on AutoCad® 2011 format in accordance with AIA CAD Layering Guidelines. There will be three submissions for working drawings, specifications and cost estimates.
- B. Plans for the architectural, HVAC, plumbing and electrical drawings shall be at the same scale to facilitate checking.

- C. A/E discussions with the medical center personnel concerning requirements will be arranged by the Project Manager. Discussions with the Medical Center Staff occurring without the Project Manager presence will not be incorporated into the design without the approval of the Project Manager.
- D. At each submission, all drawings shall be dated and appropriately labeled, "PRELIMINARY SUBMISSION," "FIRST WORKING DRAWINGS SUBMISSION," etc., in large block letters above or next to the title block.
- E. In each submission the A/E shall incorporate the material specified in the prior submission, revised according to the comments made by the VA at the prior review.
- F. Symbol identification of working drawings shall be as follows:

Cover Sheet (Including Index to Drawings).....	I1
Site Planning Drawings.....	L1
Sub-Surface Identification Drawings.....	B1
Architectural Drawings .....	A1
Architectural Miscellaneous Drawings.....	DE1
Structural Drawings.....	S1
Sanitary Drawings.....	W1
Plumbing Drawings.....	P1
Heating, Ventilation, Air Conditioning, and Refrigeration Drawings.....	H1
Steam Generation Drawings.....	G1
Outside Generation Drawings.....	D1
Electrical Drawings.....	E1

1. Building Number shall precede the classification identification (building No. 148 for example) 148-A1, 148-P1, 148-E1.
2. Drawings shall be numbered in sequence within each classification, for example 148-A1, 148-A2, etc., referring to Building No. 148-first architectural sheet; Building No. 148-second architectural sheet, etc. Directly below the drawing number, the position within the series that each drawing occupies shall be shown, for example, sheet 1 of 30 (Plumbing Sheets), Sheet 2 of 30 (Plumbing Sheets), etc.
3. Drawings for each new project shall begin with number one. The drawings will be distinguished by their project titles and dates.
4. When more than one classification of work, for example, architectural and electrical is involved in a single drawing, the drawing number shall show the symbol for the major work classification, the indication that other work is shown on the same drawing shall be noted above the title block.
5. Drawing shall be prepared using AutoCad® 2011 and printed on standard size sheet for review.
6. Equipment capacities shall be listed on working drawings.
7. All drawings shall be carefully delineated to distinguish between new, existing, and replacement work.

H. The A/E shall pay particular attention to the fact that during the working drawing development stage approved preliminary plans are not subject to change at the request of the medical center staff without proper justification and approval of the Project Manager and/or Contracting Officer.

**A/E shall provide the following quantities of review materials at review indicated:**

REVIEW	DRAWINGS	SPECIFICATIONS	COST ESTIMATES
1 <sup>ST</sup>	3 sets	Intentionally Left Blank	3
2 <sup>nd</sup>	3 sets	2	3
3 <sup>rd</sup>	3 sets	2	3

**FIRST REVIEW SUBMISSION (35% REVIEW):**

**A. Specifications:**

1. Submit an index of all current VA Master Construction Specification sections intended for use. Include a brief description of any A/E originated sections to be used.
2. Submit a list of all the submittals that the Contractor will be required to provide. Update for each of the following reviews. The submittal list will be in a format that will be used during submittal review to indicate, at a minimum, date of receipt, date of acceptance, date of return to contractor of the submittal.
3. A/E shall obtain the current VA Master Construction Specifications and any other VA Technical Documents at <http://www.cfm.va.gov/TIL>. The documents and specifications can be found under the technical library at the referenced website.

**B. Architectural:**

1. Submit as a minimum, a double line layout for each project. Include all plumbing fixtures and fixed equipment at a scale not less than 1/8" = 1' 0". Submit 1/4" – 1' 0" scale floor plans of special rooms such as the Compounding Room, etc., to show layout and identification of equipment. Include elevation views as necessary.
2. Show legends that as a minimum reflect all items denoted on drawing at this submission.

**C. Structural:**

1. Show the selected structural system, if required. Show beam depths, slab thickness, column sizes and expansion joints.

**D. Heating, Ventilation, and Air Conditioning:**

1. Submit single line duct and piping layouts.
2. Show equipment locations and layout. Indicate sizes and locations of main ducting and piping.

**E. Plumbing and Sanitary:**

1. Submit, as a minimum, outline plan drawings showing sizes of main lines and points of connection to existing.

**F. Asbestos Abatement: NOT APPLICABLE**

**G. Electrical:**

2. Submit, as a minimum, floor plan showing new and existing panel locations and sizes. Indicate point of connection to existing distribution centers.
3. Submit a typical floor plan section indicating location and type of lighting fixture to be used in each space along with any special feature such as under floor raceways, power outlets, exit lights, fire alarm, and signal system devices.

#### **H. Cost Estimates:**

1. A/E shall submit a construction cost estimate simultaneously with the drawings for this project at each project submission.
2. This estimate shall show the cost of construction which would be expected to be reflected by the Construction Contractor's bids, if the bids were submitted on the same date as the estimate. The level of detail for this estimate shall be consistent with the degree of completeness of the drawings being submitted. Simply stated, this means that if a construction element is shown, it must be priced; if it is shown in detail, it must be priced in detail. For detailed elements, "lump sum" or "allowance" figures will not be acceptable.
3. The detailed estimate will contain unit cost, quantity, and total cost for both materials and labor. Each division (architectural, electrical, mechanical, etc.) will be broken down in the above manner.
4. All costs shown shall include all labor insurance and taxes, sales taxes on material, and applicable upper and lower tier Contractor and Sub-Contractor markup.
5. When union labor is used in the cost estimate, the A/E shall include welfare and pension fund costs in labor units as appropriate.
6. Show a sub-total of Labor and Material for each sub-heading

#### **SECOND REVIEW SUBMISSION (50% REVIEW):**

##### **A. Specifications:**

1. Submit bound and edited VA Master Specifications of each discipline for review. Include a brief description of any A/E originated sections to be used.
2. Submit an updated list of all the submittals that the contractor will be required to provide.

##### **B. Architectural:**

1. Submit near complete floor plans and half complete details, schedules, and large scale plans. The architectural working drawings should be 50% complete.

##### **C. Interior Design:**

1. Furnish samples and interior design as selected by designer and coordinate with facility interior design team.

##### **D. Structural:**

1. Submit drawings to scale showing tentative sizes of columns, beams and slabs if structural reinforcing is required.

2. Show sections and details so that construction features can be defined.

**E. Heating, Ventilating and Air Conditioning:**

1. Provide 1/8" scale floor plans showing the HVAC and steam distribution systems and the equipment. Coordinate the design with other disciplines.
2. Provide demolition drawings, showing the extent of removal for existing systems and equipment if required.
3. Provide separately identifiable drawings o 1/8" scale for asbestos abatement work.
4. Submit any changes that will affect cost estimates.
5. On drawings, show double line representation of all ducts, single line representation of piping systems 6" or smaller, and double line representation of piping systems 8" or larger for heating, air conditioning, and ventilation the building. Clearly indicate the sizes of ducts and piping.
6. This submittal shall have all the HVAC systems substantially indicated.

**F. Plumbing and Sanitation:**

1. Show and identify all plumbing fixtures on 1/8" = 1' 0" scale floor plans. Plumbing and sanitation plans shall be complete, including sizing. Submit calculations.

**G. Asbestos Abatement: NOT APPLICABLE**

**H. Electrical:**

1. Provide sheet for symbols.
2. Submit finalized one-line diagrams if required.
3. Show locations and 50% complete details of essential electrical system changes and upgrading.

**I. Phasing:**

1. Present proposed phasing plans for alteration projects if construction area will be vacated piecemeal or certain rooms within the construction contract need to be in operation. Phasing information shall be complete and in written or chart form.

**J. Cost Estimate:**

1. This submission shall include everything required by the First Submission. It differs from the First Submission Working Drawings only in the level of detail required. For this submission, a complete quantity survey estimate is required. No lump sums will be permitted without explanation.

**THIRD AND FINAL REVIEW (95% & 100% REVIEW):**

**A. General:**

1. Contract drawings and specifications and all related documents shall be completed, fully coordinated, bound and ready for reproduction for bidding and construction purposes at this review after acceptance and any changes required at this review has been incorporated into the documents.
2. The A/E shall deliver the original working drawings to the Contracting Officer for signature after review and approval of the review material. The working drawings shall bear the seal of the Registered Architect, Professional Engineers and Certified Industrial Hygienist (if required) responsible for the design.
3. Prior to reproduction for issue for construction bids, the A/E shall make any changes to the working drawings, calculations, and specifications identified as necessary during the Third Review.

**B. Calculations:**

1. Assemble completed computations and engineering data including basis of design and systems narratives. Provide a separate volume for each discipline with an index, numbered pages, and bound with removable metal fastenings or other approved method.
  - a. For mechanical systems, provide equipment selections, pipe sizing, duct sizing.

**C. Specifications:**

1. When the drawings and specifications are near completion, the A/E shall furnish the VA with a brief description of work for inclusion in the Invitation for Bids. The VA will prepare and type the Invitation for Bid Form and will forward original copy to the A/E for reproduction and binding in the project specifications.
2. Submit VA Master Specifications Sections marked up to suit the project requirements and, also, any sections originated by the A/E. Editing and marking up of Master Specifications shall easily identify modifications, deletions, and insertions. Specifications shall be completely edited.
3. Submit an updated list of all the submittals that the Contractor will be required to provide. This shall be in a format that will enable the Project Manager to track the status of submittals during construction.
4. Provide a list of submittals required by the contractor.

**D. Architectural:**

1. Submit completed plans, elevations, details, and schedules.

**E. Color Design:**

1. To be selected by facility Interior Design Team in coordination with interior designer.

**F. Structural:**

1. Include all structural plans, elevations and sections.

**G. Air Conditioning and Refrigeration:**

1. The drawings shall be complete
2. Duct and pipe sizing shall be complete for work required by the scope.
3. Show complete equipment schedules
4. Submit any change that will affect the cost estimate.

**H. Plumbing and Sanitation:**

1. Submit completed drawings, specifications and equipment schedules. Include any rough-in drawings as required per project.

**I. Asbestos Abatement: NOT APPLICABLE**

**J. Electrical:**

1. Submit all drawings including complete legend symbol list, details, and schedules.
2. Indicate any re-circuiting of systems on the drawings.

**K. Cost Estimate:**

1. The submission requirement shall be as required under the Second Submission. It differs only in the level of detail required.

**DRAWINGS & SPECIFICATIONS**

A. Following approval of the final (100%) review material, the A/E will provide the government with -5- electronic sets of the approved contract, drawings and specifications. Drawings shall be furnished in AutoCad® 2011 electronic format and one set of drawings in .pdf for distribution. The specifications shall include those sections prepared and edited by the Contracting Officer and shall be furnished in MS Word format.

B. A/E will provide additional services as outlined in Special Provisions (Architect-Engineer Contract) including construction period services, site surveys, as-built drawings, etc.

C. Final drawings shall be submitted on hard copy and in electronic format as outlined by the VHA standards (<http://www.cfm.va.gov/til/projReq.asp>) and IAW VA A/E Design Submissions Requirements (PG-18-15) (<http://www.cfm.va.gov/contract/aeDesSubReq.asp>). Design to be in accordance with applicable federal, state, and local codes (ASCE, ASHRAE, NFPA, JCAHO, OSHA, VA design guides and Master Specifications, etc.)

1) Cover Sheet/Location Plan: The Engineer shall prepare a cover sheet with a location plan on the first sheet of the project drawings. This Location Plan will be the base map or a portion thereof which covers the general project location and base location relative to metro area. The cover sheet containing the latest signature format shall be used.

2) Code Data Sheet: The Engineer shall prepare a separate sheet showing all code calculations, life safety requirements, energy modeling/analysis and design conditions/assumptions. As a minimum,

the following information shall be provided: Applicable Codes used on the drawing; Building Description; Occupancy Classification; Type of Construction; Exit Requirements; Allowable Floor Area; Hazard Classification, Design Loads and Conditions.

D. Preliminary Plans: Preliminary Plans shall be prepared at working drawings scale and will present sufficient detail to permit an adequate review. The Engineer may use the tracing of the preliminary drawings for working drawings with the addition of necessary details. These details will include, unless specifically omitted:

- 1) Floor plans with functional arrangements of areas, excluding corridors, exits and utility spaces properly related to exterior access roads, parking and service areas, etc. Special emphasis will be placed on indicating items involving special design and/or deviations from accepted standards. Demolition and new work shall be clearly noted and shown on the drawings. Gross floor areas shall be shown for the building. Floor and roof framing and loading shall be indicated. When companion projects are shown on the same drawings, they shall be clearly delineated to define the separation of work classes requiring different funding cites such as Maintenance, Repair, and Minor Construction. Each work class shall require a separate cost estimate that will have its own separate bid line item.
- 2) Site or plot plans showing critical grades, contours, drainage requirements, and relation of structure and facilities to existing street systems, utilities, entrances, and finished grades. Existing grades shall be indicated where applicable. The locations of new items of work shall be shown.
- 3) Exterior utility layouts sufficiently detailed to show the system and proposed design.
- 4) Elevations to include story heights, fenestration, and site adaptation to finished grades.
- 5) Heating, dehumidification, mechanical ventilation, cooling and plumbing: indicate the location and space requirements for all major items of mechanical equipment. Single line indications of ducts, pipes, and equipment and their approximate locations shall be shown but size and capacity are not required. Outline specifications submitted with the drawings should give approximate capacities of the major mechanical items with a brief description of their function and the operation of the system.
- 6) Electrical (including communications outlets, raceways, under-floor duct system for power and telephone, distribution panels, and entrance conduits where required). Indicate typical lighting arrangements, types of fixtures proposed, general light intensities, special electrical requirements of the using services, light and power service entrance and distribution arrangements. Cable sizes and the switch and panel board descriptions are required. Where transformer station is relocated, show major items of equipment.
- 7) Sections of paving or structures, including framing, ceiling, ducts, etc.
- 8) Typical walls, roof and partition section details at 3/4" equals 1' -0", or larger, to include material and thickness of facing and method of attachment, type of doors and other openings to supporting structural walls
- 9) Control dimensions shall be clearly indicated in English units. Metric Units may be required for specific Delivery Orders when noted in the Delivery Order.
- 10) Drawings shall contain sufficient detail to clearly indicate type and sizes of materials, utilities, etc., and specifically to list separately all contractor-furnished equipment and all Government-furnished equipment to be installed by the contractor.

11) All Phasing, ICRA, ILSM, outage plans, etc, as outlined by each SOW, TO or contract delivery order document.

E. Final Drawings: The Engineer shall not proceed with the final drawings until receipt of written review comments or approval or Phase I and II requirements from the Contracting Officer. These drawings shall be submitted for review by the Contracting Officer and for necessary revision, corrections, or additions before final approval and application of the required signatures of Government personnel.

F. Specifications: The project specifications shall be prepared as a separate document or shall be included on the drawing sheets (when specifically approved by the Contracting Officer). The specifications shall be prepared in accordance with paragraph 4.e (Guide Specifications) of this Statement of Work. In all cases where the responsible government official is referenced (inspector, engineer, architect, etc.), the specifications shall refer to the Contracting Officer. The Engineer shall be responsible for judging whether testing is required for a particular work item. Do not require tests which are not economically appropriate for the size of the job. The specifications shall be written so that it is clear that the prime contractor is the only contractor with whom the government has a legal contract. Subdivision of work is the prime contractor's responsibility.

**REPRESENTATIONS AND CERTIFICATIONS****1.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

**Representations And Certifications**

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**GENERAL PROVISIONS****2.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.237-1

SITE VISIT

APR 1984

**GENERAL CONDITIONS****3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB 2012
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007

52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.232-10	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	APR 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR 1984
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS	JUN 2003
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.243-1	CHANGES--FIXED PRICE ALTERNATE III (APR 1984)	AUG 1987
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.248-2	VALUE ENGINEERING PROGRAM-ARCHITECT-ENGINEER	MAR 1990
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)	APR 1984

### 3.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

### **3.3 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)**

(a) Definition. "Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if-

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

### **3.4 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)**

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$875,000.

(End of Clause)

### **3.5 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT -ENGINEER CONTRACTS (OCT 2008)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date. The due date for making invoice payments is--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the

actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of Clause)

### **3.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

**3.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

**3.8 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

**SPECIAL PROVISIONS**

**SP-1 LIMITING CONSTRUCTION COST**

(a) See General Provisions Clause 52.236-22, Design Within Funding Limitations (APR 1984). The estimated construction contract price set forth in that clause is based on a Boeckh Index of for the area on . This limiting cost will be adjusted as the Boeckh Index changes from the date of this fixed limit to the date the bids on the construction contract are opened.

(b) Boeckh Index: The Boeckh Index is published monthly by the American Appraisal Company, 525 East Michigan Street, Milwaukee, Wisconsin 53201. The indices reflect the changes in building costs in representative major cities. The Boeckh Index used herein is the index for the category: Apartments, Hotels and Office Buildings, Brick and Concrete.

**SP-2 FEE FOR A/E SERVICES**

(a) Fee: In consideration of the performance of the services under this contract, the A/E shall be paid for the various parts of the work in the amounts as follows:

Special Services.....\$

Contract Drawings and Specifications.....\$

Construction Period Services.....\$

Site Visits @ \$ per visit, for a Maximum of \$

Site Visits @ \$ per visit, for a Maximum of \$

Total amount for all work under this Contract.....\$

(b) Full Compensation: Payments shall be made as described herein. Said payments shall constitute full compensation for all expenditures that may be made by the A/E and expenses incurred in the execution of these services, except as otherwise provided herein.

(c) Contract Drawings and Specifications: This part of the contract shall include all services required for preparation of Contract Drawings and Specifications through the award of the construction contract.

(d) Construction Period Services: This part of the contract shall include all construction period services described in Clauses SP-27 through SP-34.

(e) Site Visits: This part of the contract shall include all visits to the project site by the A/E during the construction period as described in Clauses SP-32 through SP-34.

**SP-3 SCHEDULE OF PAYMENTS FOR A/E SERVICES**

(a) Contract Drawings and Specifications: The Government will reimburse the A/E for the preparation of Contract Drawings and Specifications in the amounts stated herein through monthly payments except as otherwise prescribed. The amount claimed by the A/E on his/ her monthly invoice shall be based on the percentage of completion of the work certified on his/her "Monthly Design Progress Report", Clause SP-1 applied to the total fee for Contract Drawings and Specifications shown in Clause SP-1. The A/E shall prepare and submit his/her invoices in accordance with CP3. Monthly payments shall be for 90% of the amount claimed, less all previous payments. The total amount claimed prior to the completion of the First, Second, Third, and Fourth Review Stages of the Contract Drawings and Specifications shall not exceed 15% of the contract price at the completion of the Third Review, and 85% at the completion of the last review. Should the A/E fail to meet the contractual design schedule or submit incomplete or unsatisfactory review material, the Contracting Officer may omit or reduce the payments until the A/E has remedied his/her delinquency. Upon completion by the A/E of the Contract Drawings and Specifications, acceptance thereof by the Contracting Officer and award of the construction contract, the A/E will be paid 95% of the total payment for Contract Drawings and Specifications shown in Clause SP2(a). The remainder will be withheld and become part of the final payment unless sooner released or reduced by the Contracting Officer. If the government should decide not to require A/E services during the construction of the project the payments for Construction Period Services and for Site Visits stated in Clause SP-1 will not be made.

(1) Excessive Construction Bids: Should the Government elect not to award the construction contract because the low bid exceeds the adjusted limiting cost the last payment for Contract Drawings and Specifications will be withheld until the A/E has complied with the contractual requirements stated in FAR 52.236-22 to design within the construction limitation or is relieved of this requirement by the award of a construction contract, notwithstanding the relation of the award price to the authorized construction cost.

(2) Construction Contract Not Awarded: If the Government decides not to award the construction contract, the total unpaid balance including the amount retained from the monthly payments will be paid upon delivery to the Government of the original contract documents.

(b) Construction Period Services: Payments for Construction Period Services may be made quarterly. Amounts due shall be determined by the A/E's submittal of an estimate of the amount and value of work and services performed by the A/E. Payments shall be the full amount due less all previous payments and will be based upon the Contracting Officer's review of the A/E's invoice and approval thereof. Upon satisfactory completion by the A/E of the Construction Period Services the A/E will be paid the total payment for Construction Period Services shown in Clause SP-1 less all previous payments.

(c) Site Visits: The Contracting Officer has the option of requiring or not requiring site visits. The A/E will be paid only for the site visits he/she makes as approved by the Contracting Officer. Payments for the A/E's visits to the project site during the construction period may be made quarterly. The A/E shall keep an accurate record of all visits to the Site as described in Clause SP. Each month he/she shall submit said records to the Contracting Officer for substantiation and payment. Payment will be the full amount due for the billing period.

(d) Final Payment: Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final record (as built) drawings and specifications, design details, calculations, shop drawings, and executed Release of Claims (Attachment II), the A/E will be paid the unpaid balance due for all phases of work under this contract.

(e) Withholding of Payment: The withholding of any amount and subsequent payment thereof to the A/E shall not constitute a waiver of any rights accruing to the Government under this contract.

(f) Release of Claims (Attachment II): Prior to the final payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto, the A/E shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than such claims, if any, as may be specifically excepted by the A/E from the operation of the release in stated amounts to be set forth therein.

(g) Site Visits After Final Payment: For a period of one (1) year after final payment, the A/E, if directed in writing by the Contracting Officer, shall make additional visits to the construction site. The A/E will be compensated for these additional visits in the amount per site visit shown in Clause SP-1. Additional visits made by the A/E without a request from the Contracting Officer or required because of deficiencies in the A/E's performance shall be at the A/E's expense.

#### **SP-4 DEFINITIONS AND RESPONSIBILITIES**

(a) Contractor: This term, as used herein, refers to the construction contractor.

(b) A/E: This term, as used herein, refers to the Architect-Engineer firm(s) that has contracted with the Government to perform the architect- engineer services described herein for compensation in the amounts set forth in Clause SP-2(a).

(c) Station Director: The chief executive officer of the Department of Veterans Affairs station or facility at which the project is to be constructed.

#### **SP-5 OWNERSHIP OF ORIGINAL DOCUMENTS**

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Architect-Engineer. With respect thereto, the Architect-Engineer agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Architect- Engineer for a period of three (3) years after completion of the project agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Architect-Engineer shall have the right to retain copies of all such materials beyond such period.

#### **SP-6 ADJUSTMENT IN CONTRACT AMOUNT DUE TO CHANGES**

Adjustments of contract fee shall be determined by negotiation. The A/E shall submit a detailed breakdown of his/her proposal for the changed work in the format established by A/E's Estimate of Adjustment in Contract Amount, Explanatory Notes (Attachment 1).

#### **SP-7 DEFERRAL OF WORK**

In the event the Contracting Officer defers advertising for an securing construction bids and A/E services during the construction period by written notice to the A/E, the A/E shall stop work upon completing the Contract Drawings and Specifications. The Government shall retain the option of requiring completion of all A/E services under this contract for one (1) year from the date of completion of the Contract Drawings and Specifications. If at the end of the one (1) year period the Government has not decided to proceed with A/E services beyond this stage the work required under this contract will be terminated unless the Government and the A/E mutually agree upon a time extension. Upon completion of the Contract Drawings and Specifications and written notice to the A/E of the deferral of the work from the Contracting Officer, the A/E shall deliver to the Government all original drawings, specifications, design details, and calculations relating to the work and this material shall become the property of the Government and may be used on any Government project without additional cost to the Government, but with no warranty by the A/E of their adequacy for use other than that originally intended.

### **SP-8 POST-CONSTRUCTION SERVICES**

For a period of one (1) year after final payment, the A/E shall be obligated to furnish, with additional compensation, such advisory, or consulting services which are normal to such professional contract and necessary to assure the proper functioning of elements of the A/E design. Also, he/she shall render any additional services relating to the project as directed in writing by the Contracting Officer. The A/E's compensation for the services will be determined by negotiation. He/she shall submit a detailed breakdown of his/her proposal for the additional services on the format established by A/E's Estimate of Adjustment in Contract Amount, Explanatory Notes (Attachment 1).

### **SP-9 TRAVEL EXPENSES**

(a) Basis for Reimbursement: If the A/E is required to perform travel (other than such travel made at the A/E's own decision or caused by actions for which the A/E is responsible) in excess of travel required under this contract, as approved by the Contracting Officer, he/she will be reimbursed for transportation and other travel costs. Costs other than transportation (such as lodging, subsistence, and related items) will be reimbursable on a per diem basis in lieu of the actual costs incurred.

(b) The amount of per diem allowable shall be determined by the Contracting Officer on the basis of comparable costs which would be allowed to an employee of the Federal Government performing similar travel in accordance with the Joint Travel Regulations in effect at the time of travel.

(c) Travel by Privately Owned Vehicle: Travel by automobile or other privately owned vehicle, when authorized by the Contracting Officer, will be reimbursable at the rates provided for in the Joint Travel Regulations in effect at the time of travel.

(d) Air Travel: Reimbursement for air travel will be allowable for first class accommodations only when less than first class accommodations are not reasonably available to meet the necessary contract requirements such as when less than first class would:

- (1) require circuitous routing;
- (2) require travel during unreasonable hours;
- (3) greatly increase the duration of the flight;

(4) result in additional costs which would offset the transportation savings, or;

(5) offer accommodations which are not reasonably adequate for the physical or medical needs of the traveler.

Full and complete justification is mandatory if reimbursement is requested on the basis of first class air travel.

(e) The A/E shall be reimbursed for the travel upon presentation of an invoice supported by receipts and other evidence of costs as appropriate.

### **SP-10 RETENTION OF REVIEW DOCUMENTS**

The A/E shall keep one (1) copy of all review documents containing DVA remarks until final completion of the construction contract and after the construction contractor signs a release of claims unless, before that time, the DVA directs the A/E to forward certain documents to the Government shall be on a cost reimbursable basis. The DVA will notify the A/E in writing after the construction contractor has signed a release of claims, after which time the A/E may dispose of such documents that remain in its possession.

### **SP-11 852.236-86 WORKMEN'S COMPENSATION (APR 1984)**

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several states to apply their workmen's compensation laws to all lands and premises owned or held by the United States.

### **SP-12 GOVERNMENT-FURNISHED PLANNING INFORMATION**

(a) Master Plan Requirements: The requirements of the master plan for the project as depicted by the preliminary drawings shall be followed in the development and preparation of the Contract Drawings and Specifications. Deviations may be made in functional relationship and general size or configuration of the building and rooms as established by the preliminary plans only upon written approval of the Contracting Officer. The architectural preliminary drawings are dimensioned to establish the building size and gross area, including the exterior walls, of square feet.

(b) Standards: The A/E shall use the Department of Veterans Affairs Construction Standards and Master Specifications in preparing the Contract Drawings and Specifications for the project. However, should the A/E determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he/she shall submit a request, in writing, to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.

(c) Verify Accuracy of Planning Information: The A/E shall visit the project site to verify the information shown on the Government-furnished preliminary drawings, record (as-built), and other planning documents which are part of this contract. This information is the best available, but the Government does not guarantee its accuracy or completeness. The A/E's investigation of field conditions

shall be performed in a competent professional manner in accordance with DVA Construction Standard CD-43.

(d) Discrepancies in Planning Information: The A/E shall promptly report to the Contracting Officer, in writing, any discrepancy between this contract and the planning information provided by the Government. The A/E shall make no adjustments to his/her work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded this determination to the A/E. The A/E's failure to report any such discrepancy or to wait for the Contracting Officer's determination shall be at his/her risk and expense.

**SP-13 DESIGN REVIEW AND COMPLETION SCHEDULE**

(a) The A/E shall perform the work required by this contract within the limits of the following schedule. He/she shall provide professional architects and engineers as directed by the Contracting Officer who are familiar with the work to attend the Design Reviews on the following dates:

Submit authorization request for site survey and/or subsurface exploration not later than.....

Deliver First Review material to Contracting Officer not later than [% complete].....

Review First Review material with Contracting Officer on [% complete].....

Deliver Second Review material to Contracting Officer not later than [% complete].....

Review Second Review material with Contracting Officer on [% complete].....

Deliver Third Review material to Contracting Officer not later than [% complete].....

Review Third Review material with Contracting Officer on [% complete].....

Deliver Fourth Review material to Contracting Officer not later than [100% complete].....

Review Fourth Review material with Contracting Officer on [100% complete].....

(b) The Contracting Officer may schedule an additional Design Review(s) should he/she determine that such review(s) is required for satisfactory completion of the Contract Drawings and Specifications. The A/E will be reimbursed for the additional trip(s) in accordance with Clause SP-9 unless the additional Design review(s) was requested by him or caused by actions for which he/she is responsible.

**SP-14 SUBMISSION OF CONTRACT DRAWINGS AND RELATED MATERIAL FOR DESIGN REVIEWS**

(a) During the preparation of Contract Drawings and Specifications, the Contracting Officer will periodically conduct Design Reviews with the A/E as scheduled in Clause SP-13.

(b) For each Design Review, the A/E shall submit to the Contracting Officer the material described in Program Guide PG-18-15 per our Facilities Management engineer. All prints shall be titled, arranged in numerical order and bound in sets.

(c) At the Third Review, the Government will deliver to the A/E one (1) set of prints on which hardware symbols have been marked by the Government.

(d) The A/E shall submit a certificate at the Third Review stating any interest, direct or indirect, which the firm or any officers of the firm may have in any business or industry that manufactures or furnishes equipment or materials that are specified for the project.

### **SP-15 REPRODUCTION OF CONTRACT DRAWINGS AND SPECIFICATIONS**

(a) Design Review Material: The cost of reproduction of Contract Drawings and Specifications and other items required to be submitted for the design reviews as described in Program Guide PG-18-15 per our Facilities Management engineer, is covered by this contract.

(b) Bidding and Construction Material: The cost of reproduction of Contract Drawings and Specifications, and other documents required for bidding and construction purposes as directed by "Instructions to the Architect-Engineer for Preparation and Issuing of Bidding Documents and Change Order", 1/78 Mylar reproducibles, or 105mm negatives as required for development of record (as built) drawings as described in Clause SP-30 and shop drawings and submittals identified in Clause SP-28 will be on a reimbursable basis for actual reproduction costs. Prints for bidding and construction purposes shall be paper blueprint or blue or black-line prints. Mylar reproducibles required for record (as-built) drawings or reproducibles for any purpose, shall be photographic polyester base film, minimum .003" thickness, moist erasable image, high resolution. The A/E shall submit his/her recommendation and request for authorization to contract for the required reimbursable reproduction services to the Contracting Officer in accordance with CP-5. The Government shall reimburse the A/E for the cost of such reproduction upon presentation by the A/E of an invoice supported by executed receipt(s) from the reproduction company(s).

(c) Excessive Construction Bids: Reproduction of Contract Drawings and Specifications and other documents revised because of excessive construction bids in accordance with Clause SP-3(a) and required for re-advertising for and resecuring construction bids and for construction purposes shall be at no additional expense to the Government.

(d) The A/E shall submit the original drawings or the 105mm negatives, as appropriate, to the Contracting Officer as soon as the reproducibles or negatives have been obtained.

### **SP-16 RENDERINGS**

The A/E shall prepare colored renderings (perspectives) of professional quality as described in Program Guide PG-18-15 per our Facilities Management engineer. The renderings will be delivered to the Contracting Officer with the Third Review Material. See Clause SP-14.

### **SP-17 ATTENDANCE AT CONFERENCES**

(a) Pre-Bid CPM and Pre-Construction: The A/E shall participate in the following conferences at the project site at times designated by the Contracting Officer. The A/E's representatives shall be registered architect/engineers who are thoroughly familiar with the project and the contract documents.

Pre-Bid CPM Conference: representative(s) for  
day(s).

Pre-Construction Conference: representative(s) for  
day(s).

(b) Additional Conferences: If attendance at additional conferences is required by the Contracting Officer, the A/E will be reimbursed as prescribed in Clause SP-9.

### **SP-18 COMPLIANCE WITH CODES AND STANDARDS**

(a) The work under this contract, including all buildings, structures, etc., shall be designed to conform to the codes specified in the various Department of Veterans Affairs Master Specifications, and the Department of Veterans Affairs Construction Standards, FPS series and CD-30. The A/E shall inform the Contracting Officer, in writing, of such requirements in local codes which, by virtue of the site's geographical location, the A/E's experience or other compelling reason, he/she recommends be followed.

(b) Should the work involve an existing structure, the A/E shall analyze the impact of the work under this contract on the conformity of the structure with the codes referred to above, advise the Contracting Officer of any deficiencies he/she has found and recommend remedial measures. However, no work beyond that in the scope of this contract shall be undertaken prior to receipt of written approval from the Contracting Officer.

### **SP-19 PROJECT PHASING (CPM)**

The A/E shall assist the Contracting Officer in coordinating the development of a CPM (Critical Path Method) network for the construction of the project. The CPM network shall provide a phasing schedule which will promote a proper and efficient organization and sequence of construction with minimal disruption of internal hospital operations. The A/E shall, when directed by the Contracting Officer, participate in phasing conferences with the Station Director at the project site to serve as an advisor to the Contracting Officer.

### **SP-20 STRUCTURAL ECONOMIC ANALYSES**

(a) General Instructions: The A/E shall prepare economic analyses for the structural frame and foundations for the building. He/she shall investigate the structural systems and materials that he/she considers suitable for this project in regard to the codes referenced in the master specifications or the local code should its requirements be more rigid. Particular consideration shall be given to wind design and seismic design if appropriate.

(b) Submittals: The A/E shall submit sketches, calculations, and cost estimates of the various systems he/she has studied and a recommendation and justification of the system he/she proposes to issue to the Contracting Officer for approval with the first design Review Material. See Clause SP-14.

**SP-21 DOCUMENT LIBRARY**

The A/E shall have access to a copy of each Federal, Department of Veterans Affairs, trade, or other specification, standard, code, or document that is quoted or referred to in the contract Drawings and Specifications.

**SP-22 SITE SURVEYS, SUBSURFACE, AND OTHER INVESTIGATIONS**

The A/E shall arrange for and oversee the performance of topographic surveys, test borings, test pits, soil tests, subsurface exploration and other such investigations as he/she determines are required for the proper design of the project. Before such surveys and investigations are undertaken, the A/E shall secure the written approval of the Contracting Officer. After receiving the Contracting Officer's approval, the A/E shall follow either CP-1 or CP-5. Expenditures for this work shall not exceed the authorized amount without prior written approval of the Contracting Officer. As soon as available, the A/E shall submit to the Contracting Officer, the original drawings of topographic surveys and/or results of subsurface or other investigations. The government shall reimburse the A/E for cost of such surveys and/or investigation (1) upon presentation by the A/E of an invoice, therefore, accompanied by executed receipts, and, (2) after receipt and acceptance by the Contracting Officer of the pertinent data, drawings, and recommendations.

**SP-23 COORDINATION WITH STATION**

Before starting any work on the Department of Veterans Affairs station, the A/E shall consult with the Station Director and secure his/her permission to start the work. The A/E shall perform the work within the parameters established by the Station Director. He/she shall not interfere with the normal functioning of the station.

**SP-24 MONTHLY DESIGN PROGRESS REPORT**

By the fifteenth day of the reporting month, the A/E shall submit to the Contracting Officer a telegraphic progress report. See CP-2.

**SP-25 LIABILITY**

The A/E shall be responsible for all damages to property or injuries to persons that occur as a result of his/her fault or negligence.

**SP-26 ADVERTISING FOR AND SECURING CONSTRUCTION BIDS**

(a) Record of Disposition of Contract Documents: The A/E shall provide all services required for advertising for and securing construction bids in accordance with "Instructions to the Architect- Engineer for Preparation and Issuing of Bidding Documents and Change Order, 1/78", Supplement, and as described herein. He/she shall number each set of contract documents and maintain a continuing record

showing the temporary and final disposition of each set of contract documents. This record shall show the date of each transfer of the documents and the dates for each return.

(b) Mailing Costs: The Government will reimburse the A/E for the actual cost of mailing the bidding documents and amendments to the bidders. The A/E shall keep a detailed record of these expenses including all invoices and other record of these expenses including all invoices and other evidence of his/her expenditures and submit these items to the Contracting Officer with his/her invoice for payment.

(c) Construction Bids: The Government will receive the construction bids and award the construction contract for the project.

### **SP-27 CONSTRUCTION PERIOD RESPONSIBILITIES**

The A/E, during the Construction Period, will act in an advisory capacity to the Contracting Officer. He shall do nothing that may be construed as a contractual act of the Government and shall have no such contracts with the Contractor's representatives without the approval of the Contracting Officer. The A/E shall not disclose to the Contractor any information contained in his/her records of communications with the Government unless authorized, in writing, by the Contracting Officer. The A/E has no authority to make any decisions or approve any part of the work. When requested by the Contracting Officer, the A/E shall interpret the contract documents and recommend any actions he/she deem suitable for the satisfactory prosecution of the construction work. The A/E shall prepare any supplemental drawings or other documents that may be required to clarify or supplement the contract documents. The Construction period will commence with the award of the construction contract(s) and will terminate with the acceptance of the facility by the DVA.

### **SP-28 SHOP DRAWINGS, SUBMITTALS, ETC.**

(a) The A/E shall check the contractor's shop drawings and detail drawings, schedules, descriptive literature, and samples and review the color, texture, and suitability of materials for conformity with the contract documents and recommend approval, disapproval, or other suitable disposition. He/she shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the A/E will, through the Resident Engineer, request the Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate the A/E shall review all prior submittals for related components of the system before acting on a single component. The A/E shall notify the Resident Engineer, in writing, of any and all deviations from the requirements of the contract documents that he/she has found in the Contractor's submittals.

(b) Master Specification Section S, "Samples and Shop Drawings", describes the procedure for contractors to follow in submitting samples, shop drawings, etc., for approval. See CP-7.

### **SP-29 CONTRACTOR'S REQUESTS FOR INFORMATION AND COST PROPOSALS**

The A/E shall review the Contractor's requests for information and cost proposals for construction change orders when requested by the Resident Engineer. The A/E's reply regarding his/her review of cost proposals and his/her recommendations shall include an independent breakdown of costs in detail, quantities, and unit prices and shall cover both additions and deductions of labor, materials, and equipment.

**SP-30 RECORD DRAWINGS AND SPECIFICATIONS**

Within 30 days after final inspection, the Resident Engineer shall furnish to the A/E a marked-up set of prints and specifications showing all changes made during the construction period. The A/E shall incorporate all the changes marked up by the Resident Engineer and also any changes made by amendments and separate amendment drawings during the bidding period. The Draftsmanship shall be comparable in all ways to the original contract documents. The revision portion of the title block shall be date and noted "as-built". The A/E may prepare as-built drawings by modifying the original contract drawing provided 105mm negatives are made or he/she may modify the reproducibles of the original drawings. The A/E shall deliver the record (as-built) drawings and specifications to the Contracting Officer within sixty (60) days after he/she receives the marked-up documents from the Resident Engineer.

**SP-31 EXPEDITIOUS REPLIES**

The A/E shall submit recommendations on shop drawings and other submittals and reply to any and all requests within fifteen (15) days after their receipt of the request. If the scope of the required action is so extensive as to require more time, the A/E shall so notify the Resident Engineer including information about the time needed to process the action. However, the A/E shall expedite delivery in every practicable way.

**SP-32 SITE VISITS**

During the Construction Period, the A/E shall make visits to the project site. The total number of visits required is listed in Clause SP-2(a) and includes visits to be made weekly, during intermediate air-conditioning inspections, for partial final and final inspections and for special purposes as requested by the Contracting Officer. A site visit is defined as a visit to the site by one (1) man for any part of a day. Site visits shall be made as and when requested by the Contracting Officer or his/her authorized representative. Only registered architects and engineers familiar with the project may make these site visits. The Contracting Officer has the prerogative to determine the professional discipline(s) required for each visit. The A/E shall observe the construction, advise the Resident Engineer of any deviations or deficiencies and recommend appropriate corrective measures. The A/E shall keep a record of all visits as directed by Clause SP-34.

**SP-33 INSPECTIONS OF CONSTRUCTION WORK**

(a) Intermediate Air-Conditioning Inspections: The A/E shall provide registered engineers who are familiar with the Air-conditioning design of the project to act as observers and advisers with a Department of Veterans Affairs team conducting intermediate inspections of the air-conditioning system. The number of such inspections and scheduled time thereof will be determined by the Contracting Officer.

(b) Partial Final and Final Inspections: The A/E shall provide registered architects and registered engineers in number and of the disciplines at the time requested by the Contracting Officer to act as observers and advisers with a Department of Veterans Affairs team conducting partial final and/or final inspection(s) of the project.

**SP-34 RECORD OF SITE VISITS**

The A/E shall maintain a continuing record of site visits, recording thereon the date of each visit, the hours thereof, the purpose of the visit, and the personnel involved and have each visit certified by the Resident Engineer. Site visits made by the A/E without a request from the Contracting Officer or the Resident Engineer or required because of deficiencies in the A/E's performance shall be at the A/E's expense and shall not appear on the record as officially approved visits or be subject to reimbursement of cost. Should the number of site visits listed in Clause SP-2(a) be exceeded, the contract will be modified to include payment for the additional visits at the amount per site visit shown in Clause SP-2(a). Any additional site visits for which the A/E expects to be reimbursed shall be approved, in writing, by the Contracting Officer in advance of the visits and, also, be certified by the Resident Engineer.

**CONTRACT PROCEDURES****CP-1 PROCEDURE FOR ARCHITECT/ENGINEER TO FOLLOW IN ENGAGING PROFESSIONAL SERVICES AS A REIMBURSABLE ITEM UNDER THEIR CONTRACT**

1. The A/E shall select at least three (3) professional qualified firms to perform the needed services. he shall have each firm submit a complete Standard Form 254, Architect-Engineer and Related Services Questionnaire. After an appraisal of each firm's capabilities, availability to do the work within the scheduled time, etc., the A/E shall list the firms in order of desirability. The A/E shall interview the firm considered most suitable, discuss the type and extent of work required and obtain the amount of the firm's lowest acceptance fee together with any applicable unit fees.

2. The A/E shall submit the following information to the Contracting officer for his/her information and review.

a. List of the three (3) qualified firms arranged in order of desirability together with Standard Form 254 and any other appropriate information.

b. Copy of specifications and drawings describing nature of services to be performed.

c. Name of the recommended firm and the amounts of the lowest acceptable fee and unit fee(s) quoted by the firm.

d. A/E's cost estimate of value of service to be performed.

3. The Contracting Officer will review the A/E's submission and, if acceptable, he/she will authorize the A/E to contract for the services.

a. Negotiate with the recommended firm to attempt to obtain a lower fee and failing to do this terminate negotiations, or

b. Terminate negotiations with the recommended firm and start negotiation with the next best qualified firm until a mutually acceptable fee is arrived at and the Contracting Officer authorizes the A/E to contract for the services.

**CP-2 PROCEDURE FOR SUBMITTAL BY ARCHITECT-ENGINEER OF MONTHLY DESIGN PROGRESS REPORT**

Preparation: The A/E shall prepare and submit a telegraphic report to the Contracting Officer in the format shown on the attached sample. The percentage completions reported shall be estimated as carefully as possible to the nearest round figure as of the last working day of the reporting month. The report shall be sent to ensure delivery not later than the fifteenth day of the reporting month.

Reporting Entries:

a. Architectural Contract Drawings and Specifications: Submit the percent completion for all architectural working drawings and specifications including structural and site planning.

b. Mechanical Contract Drawings and Specifications: Submit the percent completion for all architectural working drawings and specifications including structural and site planning.

SAMPLE

Chief, Acquisition & Materiel Management Service (90C)  
Department of Veterans Affairs Medical Center  
3601 South Sixth Avenue  
Tucson, AZ 85723

I hereby certify that the following is percent completion of contract drawings and specifications on \_\_\_\_\_ being prepared for Project No. \_\_\_\_\_, Contract No. \_\_\_\_\_, located at \_\_\_\_\_.

- Architectural contract drawings \_\_\_\_\_%
- Mechanical contract drawings \_\_\_\_\_%
- Architectural specifications \_\_\_\_\_%
- Mechanical specifications \_\_\_\_\_%
- Overall Design Completion \_\_\_\_\_%

\_\_\_\_\_  
Architect-Engineer (Signature)

**CP-3 PROCEDURE FOR SUBMITTAL BY ARCHITECT-ENGINEERS OF INVOICES FOR PAYMENT**

Invoice: The A/E shall prepare each invoice for payment for services rendered under the contract on his/her letterhead in the format shown on the attached sample and submit an original and two (2) copies of the invoice to the Contracting Officer. Invoices shall indicate the section of the contract under which payment is claimed, the pertinent service performed, the percentage of the service completed applied to the total contract amount for the service and the amount due. The invoice for payment for "Site Visits" shall be submitted as a package with the record of site visits made during pertinent period certified by the Resident Engineer.

Reimbursable Items: Receipted statements in an original and two (2) copies will be submitted by the A/E with each invoice for a reimbursable item that pertains to a service, material, or product delivered to the A/E for the benefit of the Department of Veterans Affairs within the terms of this contract. Where such items are reimbursable within the terms of the A/E's contract, receipted statements are required as substantiation of the A/E's request (invoice) for payment of the reimbursable item. Refer to the contract for items to be submitted with, or prior to, submission of invoice.

SAMPLE

STATEMENT

Date \_\_\_\_\_  
Invoice No. \_\_\_\_\_  
To Mr./Ms. \_\_\_\_\_, Contracting Officer



Special Areas to be considered:

Special Areas to be considered:

a. Exterior Stacks and Chimneys: Count free standing masonry stacks only once. Exterior masonry stacks attached to the building are counted on each floor. Exterior stacks that are not enclosed in masonry are not counted.

b. Areas which are not counted in gross area:

Pipe basement or crawl space

Areaways, either grided over or open

Cat-walks

Outside ramps or steps (without cover)

Cooling towers

Exposed mechanical equipment enclosed with a screen wall but not roofed

Fuel tanks or pneumatic tanks placed underground

Oxygen storage tanks placed on a slab at ground level, enclosed by a fence or screen

Mezzanine or balcony in two-story rooms when mezzanine or balcony is a grille floor without equipment

Porches

Outside balconies

Areaways

Loading platforms

Covered driveways

Other roofed areas or passage without enclosing walls

**CP-5 PROCEDURES FOR ARCHITECT/ENGINEERS TO FOLLOW TO OBTAIN APPROVAL TO REIMBURSABLE ITEMS NOT OF A PROFESSIONAL NATURE AND PRINTS OR REPRODUCIBLE PRINTS**

1. To obtain approval of reimbursable items referred to in Clause SP-22 and only when professional service are not part of these items the A/E shall:

a. Prepare specifications and drawings describing the items to be furnished.

b. Obtain not less than three (3) bids stating the items, quantities, all other particular demands, unit prices, and total prices for the particular items.

c. Submit recommendation and request for authorization to the Contracting Officer for his review and approval. This submission will include:

(1) A copy of the specifications and, if required, plans describing the items to be furnished.

(2) A copy of each bid.

(3) A recommendation indicating the items to be furnished by the bidder, unit prices, total quantities, total lump sum price and the name of the firm recommended for the award of the contract.

2. To obtain prints, or reproducible prints, referred to in Clause SP-14, the A/E shall:

a. Prepare specifications describing the prints or reproducible prints, to be furnished. (Weight and quality of paper, size of sheets, number of sheets per set, number of sets, method of binding, etc.)

b. Obtain at least three (3) bids for prints or reproducible prints from at least three (3) different printing companies stating the kinds of prints or reproducible prints, weight and quality of paper, price per square foot, number of square feet per sheet, the price per sheet, price per set, and total price.

c. Submit recommendation and request for authorization to the Contracting Officer for his review and approval. This submission will include:

(1) A copy of the specifications.

(2) A copy of each bid.

(3) A recommendation as to the type of prints or reproducible prints, the weight and quality of paper, the price per square foot, number of square feet per sheet, the price per sheet, price per set, total price, and the name of the firm recommended for the award of the contract.

3. No obligations shall be incurred for work covered by this procedure until written approval of the Contracting Officer is received. Expenditures for this work shall not exceed the approved amount without prior written approval of the Contracting Officer.

## **CP-6 PROCEDURE FOR ISSUANCE OF AMENDMENTS TO BIDDING DOCUMENTS**

General: Before amendments needed to clarify or supplement documents on which bids have been invited are issued, they shall be authorized by the Contracting Officer. Amendments which correct obvious errors or discrepancies shall be issued as far in advance of the bid opening dates as circumstances permit. No amendments shall be issued so late as to be received by bidders less than five (5) working days before the opening of bids. Amendments which must be sent out within the final ten (10) days prior to the opening of bids shall be transmitted by telegram.

Amendments Requiring Special Approval: Amendments which will have one or more of the following results must be approved by the Contracting Officer, in writing, before being issued:

a. The likelihood of a significant increase in the dollar amounts of project bids.

b. Deviations from Department of Veterans Affairs standards.

c. Recognized variances from accepted practices.

d. Change in the bid opening location or date.

The A/E shall prepare and submit to the Contracting Officer for approval, a justification for amendments of this type in sufficient detail to fully explain the need for the changes and to justify any additional costs, departure for criteria or common practice or change in the bid opening location or date. Unless time is a critical consideration, the final draft of the amendment shall accompany the justification.

## General Instructions:

a. The Contracting Officer may authorize the A/E to issue without prior approval amendments correcting minor errors or omissions. Informal discussions will be used whenever appropriate to expedite the issue of such amendments. Copies of such amendments shall be sent to the Contracting Officer immediately after issue by the A/E.

b. The A/E shall advise the Contracting Officer in writing of the reason for not including in his/her amendments any items proposed by the Department of Veterans Affairs.

c. In case where time requires a telegraphic amendment, a description of the amendment and a complete justification shall be telegraphed or telephoned to the Contracting Officer by the A/E for approval before issue to the bidders. Approval or disapproval of the amendment will be telegraphed or telephoned promptly to the A/E by the Contracting Officer. The A/E shall keep clear and concise records of all oral discussions and approvals. Such records shall be retained in the A/E's files until the completion of construction at which time they shall be sent to the Contracting Officer with the other contract documents.

### **CP-7 PROCEDURE FOR PROCESSING SHOP DRAWINGS AND MANUFACTURERS' LITERATURE**

1. Shop drawings and manufacturer's literature shall be processed as follows:

a. The Architect-Engineer receives one (1) direct photographic paper reproducible copy of each drawing and four (4) sets of manufacturers' literature from the Contractor. The A/E shall check Contractor's shop drawings and manufacturers' literature, stamp them, fill in the required items in the upper portion of the Review Action Stamp, indicate recommended action by use of memorandums and forward to the Resident Engineer within 15 days. When sufficient literature to accommodate all comments, they shall be stated in a memorandum which shall be stapled to Shop Drawings or Manufacturer's literature.

b. Shop drawings, submissions, and manufacturers' literature shall be identified with numbers relating them to specific sections of the contract specification, plus suffix numbers indicating the sequence of the approval or disapproval of each item, e.g., 17-1 for first item evaluated, 17-2 for second item evaluated, etc. Shop drawings and manufacturers' literature resubmitted shall be identified by adding to the original number the letter "R" and numerals 2, 3, 4, etc., for example 17-1, 17-1R, 17-1R2, 17-1R3, etc. If additional identification is required, such as a further breakdown by paragraphs, the paragraph number be added in parenthesis to the basic reference, e.g., 17-1R3 (Para. 14a). Submission, after having been evaluated, shall be filed under the appropriate specification section number. Where the same items have been specified under two or more sections of the specifications, the shop drawings and manufacturers' literature shall be filed under one (1) appropriate section and cross-referenced.

c. Approved or disapproved shop drawings and manufacturers' literature shall be distributed as follows:

(1) The original reproducibles received from the Contractor will be retained by the A/E.

The A/E shall reproduce two (2) direct photographic paper reproducibles from the checked reproducibles for transmittal to the Resident Engineer. The Resident Engineer will retain one (1) reproducible and transmit the other to the contractor.

(2) One (1) set of approved or disapproved manufacturers' literature shall be retained by the A/E. Three (3) sets will be transmitted to the Resident Engineer who will retain one (1) set and forward two (2) sets to the contractor.

d. Upon completion of the contract, the A/E shall forward to the Contracting Officer, his/her complete set of approved and rejected reproducible, manufacturers' literature, and correspondence on these items. The documents shall be boxed and arranged in the sequence indicated in paragraph 2b and have a memorandum attached listing the documents contained in each box.

2. Master Specification Section S, "Sample and Shop Drawings", contains the instructions to the Contractor in reference to submittals.

SAMPLE

NAME OF A/E

\_\_\_\_\_  
STATION & LOCATION      PROJ. NO. & CONTR. NO.

A/E FILE NO. \_\_\_\_\_ DATE: \_\_\_\_\_, 19 \_\_\_\_\_

FOR RECORD ONLY-----()

SUPERSEDES A/E FILE NO. \_\_\_\_\_

SUPERSEDED BY A/E FILE NO. \_\_\_\_\_

NOT CHECKED-----()

(See Section "S" of Specifications)

A/E COMMENTS AND/OR CORRECTIONS ARE CIRCLED

THUS 0----->

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 19 \_\_\_\_\_

VA ACTION

( ) APPROVED                      ( ) REJECTED, RESUBMIT

( ) OTHER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 19 \_\_\_\_\_  
RESIDENT ENGINEER

CONTRACT PROVISIONS

SAMPLE

Memoranda to Be Attached\* as Applicable (Check Applicable Action and Staple to Original Tracing or Reproducible Sepia Print)

MEMORANDUM NO. 1

The following recommendations are based upon a check of this submission against contract requirements: APPROVAL IS RECOMMENDED AS TO GENERAL ARRANGEMENT SUBJECT TO COMPLIANCE WITH CIRCLED A/E COMMENTS AND/OR CORRECTIONS ON THE ATTACHED MATERIAL. ALSO RECOMMENDED:

CREDIT PROPOSAL  
AT NO ADDITIONAL COST  
MINOR MODIFICATIONS

A/E ASSUMES NO RESPONSIBILITIES FOR CHECKING SCHEDULES, QUANTITIES, LAYOUT DRAWINGS, LAYOUT ILLUSTRATIONS OR DIMENSIONS.

CHECKED \_\_\_\_\_, 19\_\_\_\_ BY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_ A/E FILE NO. \_\_\_\_\_

\*Memoranda may be attached to one (1) of a collection of shop drawings, literature, or both.

SAMPLE

MEMORANDUM NO. 2

The following recommendations are based upon a check of this submission against contract requirements: RECOMMEND REJECTION-CONTRACTOR SHALL RESUBMIT TO COMPLY WITH CIRCLED A/E COMMENTS AND/OR CORRECTIONS ON THE ATTACHED MATERIAL.

CHECKED \_\_\_\_\_, 19\_\_\_\_ BY \_\_\_\_\_  
DATE A/E

PROJECT NO. \_\_\_\_\_ A/E FILE NO. \_\_\_\_\_

FOR RECORD ONLY

## **ATTACHMENTS**

# ARCHITECT - ENGINEER FEE PROPOSAL

The Paperwork Reduction Act of 1995 requires us to notify you that this information collection is in accordance with the clearance requirements of section 3507 of the Paperwork Reduction Act of 1995. We may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB number. We anticipate that the time expended by all individuals who must complete this form will average 4 hours. This includes the time it will take to read instructions, gather the necessary facts and fill out the form. This form or other agreed upon format, is used by VA Resident Engineers to supervise your work and verify the work progression so that you may be paid.

ESTIMATED NUMBER OF CONTRACT DRAWINGS			DATE OF PROPOSAL
DESCRIPTION	A/E	VA	PROJECT
ARCHITECTURAL			
SITE AND LANDSCAPING			
STRUCTURAL AND BORINGS			
SANITARY			
PLUMBING			
HEATING AND AIR CONDITIONING			
ELECTRICAL			
TOTAL NUMBER OF DRAWINGS			NAME OF ARCHITECT/ENGINEER

## PART I - PREPARATION OF CONTRACT DRAWINGS AND SPECIFICATIONS

LINE NO.	A. SALARY COSTS	EMPLOYEE HOURS		HOURLY SALARIES	COSTS	
		A/E	VA	A/E	VA	
<b>ARCHITECTURAL</b>						
1A	SUPERVISORS			\$	\$	\$
1B	DESIGNERS					
1C	DRAFTERS					
1D	SPECIFICATION WRITERS					
1E	TYPISTS					
1F	ESTIMATORS					
1G						
1H						
1I	<b>SUB-TOTAL</b>					
<b>SITE AND LANDSCAPING</b>						
2A	SUPERVISORS					
2B	DESIGNERS					
2C	DRAFTERS					
2D	SPECIFICATION WRITERS					
2E	TYPISTS					
2F	ESTIMATORS					
2G						
2H						
2I	<b>SUB-TOTAL</b>					
<b>STRUCTURAL AND BORINGS</b>						
3A	SUPERVISORS					
3B	DESIGNERS					
3C	DRAFTERS					
3D	SPECIFICATION WRITERS					
3E	TYPISTS					
3F	ESTIMATORS					
3G						
3H						
3I	<b>SUB-TOTAL</b>					
<b>SITE AND LANDSCAPING</b>						
4A	SUPERVISORS					
4B	DESIGNERS					
4C	DRAFTERS					
4D	SPECIFICATION WRITERS					
4E	TYPISTS					
4F	ESTIMATORS					
4G						
4H						
4I	<b>SUB-TOTAL</b>					

**PART I - PREPARATION OF CONTRACT DRAWINGS AND SPECIFICATIONS**

LINE NO.	A. SALARY COSTS			EMPLOYEE HOURS		HOURLY SALARIES	COSTS		
				A/E	VA		A/E	VA	
	<b>PLUMBING</b>								
5A	SUPERVISORS					\$	\$	\$	
5B	DESIGNERS								
5C	DRAFTERS								
5D	SPECIFICATION WRITERS								
5E	TYPISTS								
5F	ESTIMATORS								
5G									
5H									
5I	<b>SUB-TOTAL:</b>								
	<b>HEATING AND AIR CONDITIONING</b>								
6A	SUPERVISORS								
6B	DESIGNERS								
6C	DRAFTERS								
6D	SPECIFICATION WRITERS								
6E	TYPISTS								
6F	ESTIMATORS								
6G									
6H									
6I	<b>SUB-TOTAL:</b>								
	<b>ELECTRICAL</b>								
7A	SUPERVISORS								
7B	DESIGNERS								
7C	DRAFTERS								
7D	SPECIFICATION WRITERS								
7E	TYPISTS								
7F	ESTIMATORS								
7G									
7H	<b>SUB-TOTAL:</b>								
8A									
8B									
8C									
8D									
8E									
8F									
8G									
8H									
8I	<b>SUB-TOTAL:</b>								
9A									
9B									
9C									
9D									
9E									
9F									
9G									
9H									
9I	<b>SUB-TOTAL:</b>								
	<b>TOTAL SALARY COSTS</b>								

**B. MISCELLANEOUS SALARY COSTS**

LINE NO.	DESIGN REVIEW TRIPS			EMPLOYEE-DAYS		EMPLOYEE-HOURS		HOURLY SALARIES	COSTS	
	NO. REQUIRED	# DAYS	# PERS. REQUIRED	A/E	VA	A/E	VA		A/E	VA
11A										
11B	SUPERVISORS									
11C	DESIGNERS									
11D	DRAFTERS									
11E	SPEC. WRITERS									

B. MISCELLANEOUS SALARY COSTS (Continued)											
LINE NO.	DESIGN REVIEW TRIPS			EMPLOYEE-DAYS		EMPLOYEE-HOURS		HOURLY SALARIES		COSTS	
	NO. REQUIRED	# DAYS	# PERS. REQUIRED	A/E	VA	A/E	VA			A/E	VA
11F										\$	\$
11G											
11H	SUB-TOTAL:										
DESIGN STAFF SITE TRIPS											
12A	NO. REQUIRED										
12B	SUPERVISORS										
12C	DESIGNERS										
12D											
12F	SUB-TOTAL:										
PRE-BID(CPM) CONFERENCE											
13A											
13B	NO. REQUIRED										
13C	SUPERVISORS										
13D	DESIGNERS										
13E											
13F	SUB-TOTAL:										
ANSWERING INQ. & ISSUING AMENDMENTS											
14A	SUPERVISORS										
14B	DESIGNERS										
14C	DRAFTERS										
14D	SPEC WRITERS										
14E	TYPISTS										
14F											
14G											
14H	SUB-TOTAL:										
15	TOTAL MISCELLANEOUS SALARY COSTS										
16	TOTAL SALARY COSTS (Lines 10+15)										
17	OVERHEAD: % OF LINE 16										
18	PROFIT:										
19	TOTAL SALARY PROPOSALS (Lines 16+17)										

C. INCIDENTAL COSTS													
LINE NO.	DESIGN REVIEW TRIPS			EMP. TRIPS		TRAVEL COSTS		EMP. DAYS		PER DIEM		COSTS	
	NO. REQUIRED	# DAYS	# PERS. REQUIRED	A/E	VA	A/E	VA	A/E	VA	A/E	VA	A/E	VA
20A	FIRST					\$	\$			\$	\$	\$	\$
20B	SECOND												
20C	THIRD												
20D	FOURTH												
20E													
20F													
20G	SUB-TOTAL:												
DESIGN STAFF SITE TRIPS													
21A	NO. REQUIRED												
21B	SUPERVISORS												
21C	DESIGNERS												
21D													
21E													
21F	SUB-TOTAL:												
PRE-BID(CPM) CONFERENCE													
22A	NO. REQUIRED												
22B	SUPERVISORS												
22C	DESIGNERS												
22D													
22E													
22F	SUB-TOTAL:												

**C. INCIDENTAL COSTS (Continued)**

LINE NO.	EMP. TRIPS		TRAVEL COSTS		EMP. DAYS		PER DIEM		COSTS	
	A/E	VA	A/E	VA	A/E	VA	A/E	VA	A/E	VA
23A			\$	\$			\$	\$	\$	\$
23B										
23C										
23D										
23E										
23F	<b>SUB-TOTAL:</b>									
24A										
24B										
24C										
24D										
24E										
24F	<b>SUB-TOTAL:</b>									
25A										
25B										
25C										
25D										
25E										
25F	<b>SUB-TOTAL:</b>									
26A										
26B										
26C										
26D										
26E										
26F	<b>SUB-TOTAL:</b>									
27A										
27B										
27C										
27D										
27E										
27F	<b>SUB-TOTAL:</b>									
28A										
28B										
28C										
28D										
28E										
28F	<b>SUB-TOTAL:</b>									
29A										
29B										
29C										
29D										
29E										
29F	<b>SUB-TOTAL:</b>									
30	<b>TOTAL INCIDENTAL COSTS:</b>								\$	\$
31	<b>*TOTAL PROPOSAL (LINE 19 + LINE 30):</b>								\$	\$
<p>*NOTE: This part of the fee is that which falls within the 6% limitation. See VAAR Section 836.606-73 for definitive information.</p>										
<b>REMARKS</b>										

**PART II - CONSTRUCTION PERIOD SERVICES**

LINE NO.	A. SHOP DRAWINGS, SUBMITTALS, ETC SALARY COSTS	EMPLOYEE HOURS		HOURLY SALARIES	COSTS	
		A/E	VA		A/E	VA
<b>ARCHITECTURAL</b>						
32A	SUPERVISORS			\$	\$	\$
32B	DESIGNERS					
32C	DRAFTERS					
32D	SPECIFICATION WRITERS					
32E	TYPISTS					
32F	ESTIMATORS					
32G						
32H	<b>SUB-TOTAL:</b>					
<b>SITE AND LANDSCAPING</b>						
33A	SUPERVISORS					
33B	DESIGNERS					
33C	DRAFTERS					
33D	SPECIFICATION WRITERS					
33E	TYPISTS					
33F	ESTIMATORS					
33G						
33H	<b>SUB-TOTAL:</b>					
<b>STRUCTURAL AND BORINGS</b>						
34A	SUPERVISORS					
34B	DESIGNERS					
34C	DRAFTERS					
34D	SPECIFICATION WRITERS					
34E	ESTIMATORS					
34F						
34G	<b>SUB-TOTAL:</b>					
<b>SANITARY</b>						
35A	SUPERVISORS					
35B	DESIGNERS					
35C	DRAFTERS					
35D	SPECIFICATION WRITERS					
35E	ESTIMATORS					
35F						
35G	<b>SUB-TOTAL:</b>					
<b>PLUMBING</b>						
36A	SUPERVISORS					
36B	DESIGNERS					
36C	DRAFTERS					
36D	SPECIFICATION WRITERS					
36E	ESTIMATORS					
36F						
36G	<b>SUB-TOTAL:</b>					
<b>HEATING AND AIRCONDITIONING</b>						
37A	SUPERVISORS					
37B	DESIGNERS					
37C	DRAFTERS					
37D	SPECIFICATION WRITERS					
37E	ESTIMATORS					
37F						
37G	<b>SUB-TOTAL:</b>					
<b>ELECTRICAL</b>						
38A	SUPERVISORS					
38B	DESIGNERS					
38C	DRAFTERS					
38D	SPECIFICATION WRITERS					
38E	ESTIMATORS					
38F						
38G	<b>SUB-TOTAL:</b>					

**PART II - CONSTRUCTION PERIOD SERVICES**

LINE NO.	A. SHOP DRAWINGS, SUBMITTALS, ETC SALARY COSTS	EMPLOYEE HOURS		HOURLY SALARIES	COSTS	
		A/E	VA		A/E	VA
39A				\$	\$	\$
39B						
39C						
39D						
39E						
39F						
39G	<b>SUB-TOTAL:</b>					
40A						
40B						
40C						
40D						
40E						
40F						
40G	<b>SUB-TOTAL:</b>					
41	<b>TOTAL SALARY COSTS:</b>					
	B. RECORD (AS BUILT) DRAWINGS AND SPECIFICATIONS SALARY COSTS	EMPLOYEE HOURS		HOURLY SALARIES	COSTS	
		A/E	VA		A/E	VA
	<b>ARCHITECTURAL</b>			\$	\$	\$
42A	SUPERVISORS					
42B	DESIGNERS					
42C	DRAFTERS					
42D	SPECIFICATION WRITERS					
42E						
42F						
42G	<b>SUB-TOTAL:</b>					
	<b>SITE AND LANDSCAPING</b>					
43A	SUPERVISORS					
43B	DESIGNERS					
43C	DRAFTERS					
43D	SPECIFICATION WRITERS					
43E						
43F						
43G	<b>SUB-TOTAL:</b>					
	<b>STRUCTURAL AND BORINGS</b>					
44A	SUPERVISORS					
44B	DESIGNERS					
44C	DRAFTERS					
44D	SPECIFICATION WRITERS					
44E						
44F						
44G	<b>SUB-TOTAL:</b>					
	<b>SANITARY</b>					
45A	SUPERVISORS					
45B	DESIGNERS					
45C	DRAFTERS					
45D	SPECIFICATION WRITERS					
45E	ESTIMATORS					
45F						
45G	<b>SUB-TOTAL:</b>					
	<b>PLUMBING</b>					
46A	SUPERVISORS					
46B	DESIGNERS					
46C	DRAFTERS					
46D	SPECIFICATION WRITERS					
46E						
46F						
46G	<b>SUB-TOTAL:</b>					

**PART II - CONSTRUCTION PERIOD SERVICES**

LINE NO.	B. RECORD (AS BUILT) DRAWINGS AND SPECIFICATIONS SALARY COSTS (Continued)	EMPLOYEE HOURS		HOURLY SALARIES	COSTS						
		A/E	VA		A/E	VA					
	<b>HEATING AND AIR CONDITIONING</b>										
47A	SUPERVISORS			\$		\$					
47B	DESIGNERS										
47C	DRAFTERS										
47D	SPECIFICATION WRITERS										
47E											
47F											
47G	<b>SUB-TOTAL:</b>										
	<b>ELECTRICAL</b>										
48A	SUPERVISORS										
48B	DESIGNERS										
48C	DRAFTERS										
48D	SPECIFICATION WRITERS										
48E											
48F											
	<b>SUB-TOTAL:</b>										
49A											
49B											
49C											
49D											
49E											
49F	<b>SUB-TOTAL:</b>										
50A											
50B											
50C											
50D											
50E											
50F	<b>SUB-TOTAL:</b>										
51	<b>TOTAL SALARY COSTS:</b>										
52	<b>TOTAL SALARY COSTS (Lines 41 + 51):</b>										
53	<b>OVERHEAD:</b>										
54	<b>PROFIT:</b>										
55	<b>TOTAL LABOR PROPOSAL (Lines 52 + 53 + 54):</b>										
	<b>C. INCIDENTAL COSTS</b>	EMP. TRIPS		TRAVEL COSTS		EMP. DAYS		PER DIEM		COSTS	
		A/E	VA	A/E	VA	A/E	VA	A/E	VA	A/E	VA
56A				\$	\$			\$	\$	\$	\$
56B											
56C											
56D											
56E	<b>SUB-TOTAL:</b>										
57A											
57B											
57C											
57D											
57E	<b>SUB-TOTAL:</b>										
58A											
58B											
58C											
58D											
58E	<b>SUB-TOTAL:</b>										
59	<b>TOTAL TRAVEL COSTS:</b>										
60	<b>TOTAL PROPOSAL (Lines 55 + 59):</b>										
<b>REMARKS</b>											

<b>PART III - SITE VISITS</b>											
LINE NO.	A. SALARY COSTS			EMPLOYEE TRIPS		TOTAL HOURS		HOURLY SALARIES		COSTS	
				A/E	VA	A/E	VA			A/E	VA
<b>PRE-CONSTRUCTION CONFERENCE</b>											
61A	NO. VISITS	NO. DAYS	EMP. PER DAY								
<b>SITE VISITS</b>											
61B	NO. VISITS ONE EMPLOYEE-DAY EACH										
<b>INTERMEDIATE A/C INSPECTIONS</b>											
61C	NO. INSP.	NO. DAY EACH	EMP. PER DAY								
<b>FINAL INSPECTION</b>											
61D	NO. DAYS	EMPLOYEES PER DAY									
61E											
61F											
62	<b>SALARY COSTS:</b>				<b>SITE VISITS:</b>						
63	OVERHEAD:				% OF LINE 62:						
64					<b>PROFIT:</b>						
65	<b>TOTAL SALARY COSTS (Lines 62 + 63 + 64):</b>										
<b>A. SALARY COSTS</b>											
<b>PRE-CONSTRUCTION CONFERENCE</b>											
65A	NO. VISITS	NO. DAYS	EMP. PER DAY	EMP. TRIPS	TRAVEL COSTS	EMP. DAYS	PER DIEM	COSTS			
<b>SITE VISITS</b>											
66B	NO. VISITS ONE EMPLOYEE-DAY EACH										
<b>INTERMEDIATE A/C INSPECTIONS</b>											
66C	NO. INSP.	NO. DAY EACH	EMP. PER DAY								
<b>FINAL INSPECTION</b>											
66D	NO. DAYS	EMPLOYEES PER DAY									
66E											
66F											
67	<b>TOTAL TRAVEL COSTS:</b>										
68	<b>TOTAL PROPOSAL FOR SITE VISITS (Lines 65 + 67):</b>										
<b>PART IV - CAPITULATION OF A/E PROPOSALS</b>											
69	<b>*PART I - CONTRACT DRAWINGS AND SPECIFICATIONS (Line 31):</b>								\$	\$	
70	<b>PART II - CONSTRUCTION PERIOD DUTIES (Line 60):</b>								\$	\$	
71	<b>PART III - SITE VISITS: AT \$ PER VISIT FOR A MAXIMUM OF (Line 68):</b>								\$	\$	
72	<b>TOTAL A/E PROPOSAL (Lines 31 + 60 + 68):</b>								\$	\$	
<b>*NOTE: This part of the fee is that which falls within the 6% limitation. See VAAR Section 836.606-73 for definitive information.</b>											
<b>PART V - CERTIFICATIONS</b>											
CERTIFICATION OF CURRENT COST OR PRICING DATA											
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2 submitted, either actually or by specific identification in writing to the contracting officer or to the contracting officer's representative in support of ... are accurate, complete, and current as of .... This certification includes the cost or pricing data supporting any advance agreements between the offeror and the Government that are part of the proposal.											
Firm				Name				Title			
Signature								Date of Execution			

**NOTE: The Architect-Engineer shall check the certification below which is applicable to their enterprise, and if required, provide the necessary substantiating information.**

CERTIFICATION OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENTS

The offeror hereby certifies submission, as part of the proposal under this solicitation, copies of the Disclosure Statements as follows: (i) Original and one copy to the cognizant Contracting Officer; (ii) one copy to the cognizant contract auditor; and (iii) one copy to the Cost Accounting Standards Board, 441 G. Street, NW, Washington, DC 20548

DATE OF DISCLOSURE STATEMENT	NAME AND ADDRESS OF COGNIZANT CONTRACTING OFFICERS WHERE FILED

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices in the Disclosure Statements.

CERTIFICATION OF MONETARY EXEMPTION

The offeror hereby certifies that, together with all divisions, subsidiaries, and affiliates under common control, they did not (1) receive a single CAS-covered contract award if \$10 million or more; (2) Receive \$10 million or more in CAS-covered contract awards during its preceding accounting period; (3) Receive less than \$10 million in CAS-covered contract awards during its preceding cost accounting period but such awards were 10 percent or more of total sales.

CERTIFICATION OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENTS

The offeror hereby certifies that the Disclosure Statements were filed as follows:

DATE OF DISCLOSURE STATEMENT	NAME AND ADDRESS OF COGNIZANT CONTRACTING OFFICERS WHERE FILED

The offeror hereby certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in this Disclosure Statement

CONCUR - SIGNATURE AND TYPED NAME OF ARCHITECT - ENGINEER	DATE
CONCUR - SIGNATURE AND TYPED NAME OF ARCHITECT - ENGINEER	DATE
CONCUR - SIGNATURE AND TYPED NAME OF ARCHITECT - ENGINEER	DATE
CONCUR - SIGNATURE AND TYPED NAME OF ARCHITECT - ENGINEER	DATE
CONCUR - SIGNATURE AND TYPED NAME OF ARCHITECT - ENGINEER	DATE

**DISTRIBUTION:(082A)-CC: AE and Proposed File**