

# Architect/Engineer Statement of Work

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636-19-302  
Correct Electrical Deficiencies  
Phase 1

NWIHCS  
Omaha, NE

## **1. PROJECT SCOPE:**

- 1.1. Detailed Project Description: The purpose of this project is to develop construction documents to repair and modernize elements of the electrical system on the VA-Nebraska Western Iowa Health Care System-Omaha campus. Deficiencies to be corrected are described in the Toland-Mizell Electrical Study (2016). Items include, but not limited to, replace ATS, electrical panels, campus wiring, campus generator, campus generator breaker, relocate piping and HVAC, and replace circuit breakers.
  - 1.1.1. This project will include identifying deficient items referenced in the Electrical Study, developing construction plans to replace these items, development of specifications, and cost estimate for construction. The construction shall be phased to limit interruptions to daily activities. Construction may also need to be phased based on estimated costs and funding limitations.
  - 1.1.2. Major elements of work include: site survey, construction documents, and utility coordination.
  - 1.1.3. The A/E will systematically look in all areas, including above ceiling spaces, sealed chases, and other inaccessible areas using various means. The A/E will repair all disturbed areas to the original condition. All above-ceiling investigations in patient care areas will be performed using A/E provided HEPA Carts.
  - 1.1.4. The A/E shall coordinate site surveys with the Contracting Officer Representative (COR).
  - 1.1.5. It is anticipated that most or all investigative work will be conducted outside of normal business hours (8:00 AM to 4:30 PM), and on weekends. The intent is to minimize the disruption to patient care related activities.
- 1.2. Location of Project: Nebraska Western Iowa Health Care System – Omaha Campus
- 1.3. Estimated Construction Cost at Award (ECCA): \$4,000,000
- 1.4. A/E shall complete A/E Design Services (BASE BID) NLT 180 calendar days after Contract Award.

## **2. REQUIRED DESIGN AND CONSTRUCTION PERIOD SERVICES:**

- 2.1. Provide A/E Services for the preparation of construction documents.
  - 2.1.1. KICK OFF MEETING: The A/E will schedule a kick off meeting within 10 working days from notice of award.
  - 2.1.2. CONSTRUCTION DOCUMENTS: Documents shall include construction plans for the replacement of the entire steam and condensate system, specifications for construction, and construction cost estimate. A/E will provide drawings in PDF, DWG, and hard copy formats. A/E will provide other documents in PDF, MS Word/Excel, and hard copy formats.
- 2.2. Provide Construction Period Services
  - 2.2.1. BIDDING/NEGOTIATIONS PHASE: The Bidding or Negotiation Phase is the stage in which bids or negotiated proposals are solicited and obtained and in which contracts are awarded.
    - A/E to answer technical questions concerning interpretation of construction drawings.

- A/E will provide additional clarification or corrections, during the bidding and construction phases, when contract documents do not adequately or correctly specify construction contractor requirements.
- 2.2.2. CONSTRUCTION PERIOD SERVICES: The A/E will provide additional clarification or correction when contract documents do not adequately or incorrectly specify construction contractor requirements. All specified construction submittals will be reviewed and approved by the A/E.
- Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents.
  - Distribution of submittals to Government, Contractor and/or Architect's field representative as required.
  - Maintenance of master file of submittals.
  - Related communications.
- 2.2.3. QUOTATION REQUESTS/CHANGE ORDERS when resulting from unforeseen site conditions; design omissions or design errors. Change order support resulting from VA requested changes will be negotiated on a per change basis. Service consisting of:
- Preparation, reproduction, and distribution of Drawings and Specifications to describe work to be added, deleted, or modified.
  - Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials. Provide, if necessary, an independent breakdown of costs in detail with quantities and unit prices and shall cover both additions and deductions of labor, materials, and equipment.
  - Review and recommendations relative to changes in time for Substantial Completion.
  - Coordination of communications, approvals, notifications, and record keeping relative to changes in the work.
- 2.2.4. SITE VISITS AND INSPECTIONS: Provide Structural, Mechanical, and Electrical inspections by qualified engineers familiar with the project.
- At the completion of the demolition phase of the project the A/E and all project consultants will meet on site with the General Contractor and all subcontractors to review exposed structure and systems and how existing site conditions conform to the contract documents.
  - Architect to inspect project at 50% overall completion and to assist VA COR in preliminary punch list.
  - Provide two (2) additional site visits for architectural, structural, mechanical, and electrical engineers to be scheduled by the COR as required.
- 2.2.5. POST CONTRACT SERVICES:
- Make arrangements for obtaining from Contractor information in the form of marked up prints, drawings, and other data certified by them on changes made during performance of the work.

- Review of general accuracy of information submitted and certified by the Contractor.
- Preparation of record drawings based on certified information furnished by the Contractor.
- Transmittal of record drawings and general data, appropriately identified, to the Government.
- Incorporate the project record drawing into the most current AutoCAD Architecture based floor plan maintained by the VA. Transfer all new construction layers into the VA's existing drawing layers structure. Drawings shall have all components needed to open as a standalone drawing without referenced files. Upon completion, provide the updated drawing to the VA's project manager in the same file type and version used within the VA. (currently AutoCAD Architect 2010)

### 2.3. SUPPLEMENTAL SERVICES

- 2.3.1. Asbestos and Lead surveys, if necessary.

## 3. REQUIRED GENERAL TECHNICAL SERVICES:

- 3.1. Applicable Standards, Manuals and Directives: The design shall be in accordance with the most current VA Design Manuals and Master Construction Specifications located in the Technical Information Library (TIL) on the Office of Construction & Facilities Management (CFM) website, [www.cfm.va.gov/TIL](http://www.cfm.va.gov/TIL). Additionally, the A/E shall comply with all applicable VA or VHA directives, manuals, handbooks and alerts and ensure that study submissions follow applicable requirements of VA Program Guide PG-18-15, Volume C, A/E Submission Instructions for Minor and NRM Construction.
- 3.2. Public Laws and Executive Orders: The A/E shall comply with VA Program Guide PG-18-3 and will also follow all applicable Federal, State and Local codes including but not limited to:
  - All State and Local Jurisdictions enforcing Federal Law
- 3.3. Project Meeting Management: Progress meetings shall be held, as required by the COR. The meetings shall be held on-site at VA – NWIHCS Omaha. The A/E shall take minutes of all meetings. The format must be acceptable to the COR. Minutes must include the meeting date and time; agenda; meeting location; list of participants with their affiliations, and telephone numbers; be fully descriptive of issues, problems and decisions made; and action items with names of responsible parties and deadlines. In addition, the minutes must include, as attachments, all exhibits and references distributed as handout materials, unless the materials are part of a formal submission. The A/E shall provide, via email transmission, complete copies of all minutes to COR and all attendees within 48 hours of the next meeting. All challenges to the minutes will be reflected in a revised version prepared by the A/E. Copies of updated minutes shall be distributed to the COR and all attendees within 24 hours after change notice.
- 3.4. Site investigation: The Engineer shall perform all field work necessary to determine the existing conditions at the site of the work. The Engineer shall be responsible for verifying the accuracy of drawings furnished by the Government. The A/E shall not use as-built information as the

sole method for design. The A/E will engage Engineering Maintenance and Operation Staff in surveying activities. The A/E will promptly report any discrepancies to the COR for clarification.

3.5. Drawings, Specifications, and Reports:

- The drawing level detail requirements can be found within the VA Technical Information Library in document PG 18-15 at [www.cfm.va.gov/TIL](http://www.cfm.va.gov/TIL).
- All drawings will have Title Blocks with Project Title, Sheet Name and Current Date and Submittal Name or Percent (%) Progress Set.
- All drawings and reports will be bound. All reports will be double sided.
- Drawings shall be provided in AutoCAD Format, PDF format and hard copy. All AutoCAD drawings will be complete files without use of x-references.
- Reports will be provided in MS Word/Excel, PDF and hard copy format.
- All drawings and reports will be marked "Handle as Sensitive Information".

3.6. MARKED-UP COMMENTS: The A/E shall provide a copy of the marked-up comments with each subsequent submittal. The A/E shall insure that the copy of marked-up comments reflects changes that were ACTUALLY MADE. The A/E will provide a tabular report that summarizes the changes made and is organized by report text, drawings, and cost estimate. Annotations shall include specific references where applicable.

3.7. Project Budget Management: The A/E shall make every effort to complete the project within the contracted amount. The A/E shall immediately inform the COR if the project is expected to exceed the contract price.

3.8. Cost Estimates: All costs estimates are schematic. All cost estimates should be shown with escalation factors starting with a base year established by the COR. All cost estimates will be marked "For Official Use Only".

3.9. Energy Analysis: In order to meet the objectives of the 1999 Presidential Executive Order 13123, Greening the Government Through Efficient Energy Management, and as amended by the Energy Policy Act of 2005, the A/E shall maximize the efficiency of HVAC and other energy consumption systems and equipment by accomplishing a life-cycle analysis of each such applicable system. The life-cycle analysis leading to major design decisions shall be documented as part of the Design Analysis submittal.

3.10. Pictures (if required): The COR shall facilitate permission for the A/E to take pictures applicable to the project each time the team arrives on site.

3.11. Phasing: 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 dust, noise, and 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 (i.e. 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.
- 3.12. Liquidated Damages will be discussed with the COR and Project Design Team and, if validated and approved, included in the contract documents.
- 3.13. Pre-Construction Risk Assessment (PRCA) Requirements. A PRCA meeting will be held after the Design Development Submittal and all measures will be included in the Contract Documents. Dust partition walls will be shown on drawings.
- 3.14. Contractor work hours will be discussed with the COR and Project Design Team to determine operational limitations placed on the project. Contract documents, cost estimates and projects schedules will reflect limitations placed on contractor work hours.
- 3.15. Sustainable Principles. The Engineer shall incorporate green building and sustainable design practices and elements into project designs to the greatest extent practicable. Project designs shall meet the guiding principles and all energy/water/environmental requirements established by EPACT 2005, EISA 2007, EO 13514, and EO 13423.
- 3.16. Environmental Permitting. The Engineer is required to evaluate the need and identify all environmental permits for construction. The following are examples of environmental permits; the requirement is not limited to these: If work is within 50 ft of the tributary boundary that runs along the installation boundary, a GP-3 permit must be obtained. If any new air emissions source, the requirement for an air permit must be evaluated and obtained when necessary.
- 3.17. Storm Water, Soil, and Erosion Control: The Engineer shall include in the design soil and erosion control measures in accordance with local jurisdictions, as required by local laws, and shall provide the following in terms of storm water, soil, and erosion control for all projects:
- For projects disturbing greater than 5000 SF but less than 1 acre, develop a stand-alonesoil and erosion control plan.
  - For projects disturbing greater than one acre develop a stand-alone soil and erosion control plan and have it approved by the applicable local authoritative governments as required by local and/or state authority.
  - The definition of disturbed area on a project includes all areas disturbed, including lay down and staging areas, site access, etc., not just the project site footprint. The Engineer shall include the calculation of project area used to determine soil and erosion control requirement in the Design Analysis. The Engineer shall be responsible for any “processing” and/or “expediting” fees. The design will not be considered complete until the approved plan and approval documentation are provided to the Government. Three copies of each shall be submitted as part of the 100% submittal.
- 3.18. Large File Transfers. The A/E will utilize the AMRDC website for the receiving and transmittal of all non-formal submittal files too big to be sent via email. The website is located at AMRDEC SAFE (<https://safe.amrdec.army.mil/SAFE>).
- 3.19. Electronic Submittal Program. The A/E will provide and utilize an electronic submittal program for all required submittals. The A/E will work with the electronic submittal exchange system to handle both design and construction submittal reviews.

3.20. Badging. Key project personnel should be badged at the appropriate level for the work they are performing. A/E personnel needing extended periods of site investigation or after-hours work will require Non-PIV badges with physical access.

**4. REQUIRED DESIGN DELIVERABLES:** At each submission, the A/E shall date all material and present the plans on VA standard size drawings that are appropriately labeled, "35% DESIGN SUBMISSION", "65% DESIGN SUBMISSION", or "CONSTRUCTION DOCUMENT SUBMISSION", in large block letters above or beside the VA standard drawing title block. In each submission, the A/E shall incorporate the corrections, adjustments, and changes made by VA at the previous review.

4.1. 35% DESIGN SUBMITTAL

- Provide 35% Design Drawings for the project
- Provide Table of Contents for Specifications, identifying required sections
- Provide Cost Estimate
- Provide estimated construction duration
- Conduct Design Review Meeting with VA Staff

4.2. 65% DESIGN SUBMITTAL

- Provide 65% Design Drawings for the project
- Provide Draft Specifications
- Provide Construction Narrative, Estimated Schedule, and Phasing
- Provide refined Cost Estimate
- Conduct Design Review Meeting with VA Staff

4.3. CONSTRUCTION DOCUMENTS SUBMITTAL

4.3.1. 95% Design Submittal

- Provide 95% Design Drawings for the
- Provide Review Copy of Specifications
- Provide Review Cost Estimate
- Conduct Design Review Meeting with VA Staff

4.3.2. Construction Documents/100% Submittal

- Provide Construction Drawings
- Provide Contract Specifications
- Provide Cost Estimate
- Conduct Design Review Meeting with VA Staff

4.4. POST-CONSTRUCTION SUBMITTAL: The Post Contract Phase is the stage in which assistance in the Government's use and occupancy of the Project is provided. The A/E will provide Record Drawings consisting of the following:

4.4.1. Record Drawings

- Making arrangements for obtaining from the Contractor information in the form of marked-up prints, drawings, and other data certified by them on changes made during the performance of the work.
- Review of general accuracy of information submitted and certified by the Contractor.

- Preparation of record drawings based on certified information furnished by the Contractor.
- Transmittal of record drawings and general data appropriately identified to the VA.

4.4.2. As-Built Drawings/Master Drawings

- Incorporate the project record drawings into the most current AutoCAD Architecture-based floor plan maintained by the VA. Transfer all new construction layers into the VA’s existing drawing layers structure. Drawings shall have all components needed to open as a standalone drawing without referenced files. Upon completion provide the updated drawing to the VA’s project manager in the same file type and version used within the VA.

4.5. REQUIRED COPIES OF MATERIAL: Submittal requirements\* are summarized in the following chart:

	<b>35%</b>	<b>65%</b>	<b>95%</b>	<b>100%</b>
Design Analysis	1 Set	1 Set	1 Set	1 Set
Drawings (half size)	2	2	2	2
Specifications	1	1	1	1
Cost Estimate	1	1	1	1
Marked-Up Comments	1	1	1	1

\*All submittals will be provided in electronic version submitted on CD, and Electronic Submittal Exchange program.

- 4.7. Construction Bidding and Negotiations Phase (Option if Exercised): Provide technical evaluations of Contractor Proposals.
- 4.8. Construction Period Services (Option if Exercised): 40 Site Visits
  - 4.8.1. Review and approve Construction Contractor submittals.
  - 4.8.2. Conduct twice monthly site visits, plus additional site visits requested by the Government, not to exceed Fifteen (15).
  - 4.8.3. Attend Construction Contractor Progress Meetings monthly, plus additional meetings as requested by the Government, not to exceed Twelve (12).
  - 4.8.4. Attend Punch List Inspection at 95% construction completion, and provide a list of items needing completion or correction to the Government.
  - 4.8.5. Review and approve M&O documents provided by the Construction Contractor.
  - 4.8.6. Develop As-Built Drawings from Construction Contractor field drawings.
- 4.9. Post-Construction Services (Option if Exercised): Eight (8) Site Visits
  - 4.9.1. Provide Six-Month and Twelve-Month Inspections during the Twelve-Month Construction Warranty Period.
  - 4.9.2. Provide additional site visits as requested by the Government, not to exceed Six (6).
- 4.10. Submittal Requirements (Option if Exercised):
  - 4.10.1. Design Development:
    - Provide digital submittals for all documents.
    - Drawings: Provide two (2) half-sized drawing sets, hard-copy.
  - 4.10.2. Construction Documents:
    - Provide digital submittals for all documents.
    - Provide two (2) printed copies of all documents.
    - Drawings:
      - 4.10.2.1. Provide digital copies, AutoCAD and PDF files.
      - 4.10.2.2. Provide two (2) half-sized drawing sets, signed and stamped, hard-copy.
  - 4.10.3. Bidding / Negotiations Phase: Provide review comments, digital copy.
  - 4.10.4. Construction Period Services:
    - Provide site visit reports, digital copy.
    - Provide Punch List Inspection reports, digital copy.
    - Provide Submittal Review, Submittal Exchange.
    - Provide As-Built Drawings:
      - 4.10.4.1. Provide digital copies, AutoCAD and PDF files.
      - 4.10.4.2. Provide two (2) half-sized printed copies, signed and stamped.
- 4.11. Post-Construction Services (Option if Exercised): Provide site visit reports, digital copy.

## Schedule of Deliverables

\* Note: The A/E shall allow 10 calendar days for the VA to review all design submittals.

Deliverable Number	Item	Format / Quantity	Delivery Date
1	Detailed work plan and schedule, with milestones and delivery dates. Preliminary design meeting with NWIHCS Omaha team.	Provide design schedule to CO and COR; digital format.	Within <u>10</u> Calendar days after contract award.
2	35% Design Submittal. Conduct 35% design review meeting with NWIHCS Omaha personnel.	One (1) electronic submittal of all deliverables. Two (2) ½-sized printed 35% drawing set.	Within <u>60</u> calendar days after contract award.
3	65% Design Submittal. Conduct 65% design review meeting with NWIHCS Omaha personnel.	One (1) electronic submittal of all deliverables. Two (2) ½-sized printed 65% drawing set.	Within <u>120</u> days after contract award.
4	95% Design Submittal. Conduct 95% design presentation with NWIHCS Omaha personnel.	One (1) electronic submittal of all deliverables. Two (2) ½-sized printed 95% drawing set.	Within <u>160</u> days after contract award.
5	100% Contract Documents. Provide final design presentation to NWIHCS Omaha personnel.	One (1) electronic submittal of all deliverables. One (1) printed copy of 100% specifications. Two (2) ½-sized printed Construction Drawing sets.	Within <u>180</u> days after contract award.

# Records Management Language for Contracts Required

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal

custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.