

TABLE OF CONTENTS

SPECIAL PROVISIONS (ARCHITECT-ENGINEER CONTRACT)
(Note: These are guidelines only and references to any regulations need to be updated)

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	Page No.
ARTICLE A	
SCHEMATIC AND REQUEST FOR PROPOSAL DOCUMENTS	
SPA 1 Description of Task	A-1
SPA 2 Additional Requirements	A-3
ARTICLE B	
SERVICES DURING PROPOSAL PERIOD	
SPB 1 Advertising for and Securing Design Build Proposals	B-1
ARTICLE C	
SERVICES DURING THE DESIGN BUILD PERIOD	
SPC 1 Design Build Period Responsibilities	C-1
SPC 2 Request for Proposal Documents - Interpretation	C-1
SPC 3 Design Builder's Documents – Review and Comments	C-2
SPC 4 Construction Cost Proposals	C-2
SPC 5 Shop Drawings, Submittals, Etc.	C-2
SPC 6 Site Visits and Inspections	C-3
SPC 7 Inspections of Construction Work	C-3
SPC 8 Timely Response	C-3
ARTICLE D	
POST-CONSTRUCTION SERVICES	
SPD 1 Post-Construction Services	D-1

ARTICLE E
COMPENSATION AND PAYMENTS

SPE 1	Fixed Fee for A/E Services	E-1
SPE 2	Adjustment in the Contract Amount Due to Changes	E-2
SPE 3	Changes – Fixed-Price	E-2
SPE 4	Schedule of Payments for A/E Services	E-3

ARTICLE F
SUBMISSION AND COMPLETION SCHEDULE

SPF 1	Review and Completion Schedule	F-1
SPF 2	Submissions for Design Review Materials	F-2
SPF 3	Memorandums of Agreement	F-2
SPF 4	Retention of Review Documents	F-2
SPF 5	Monthly Design Progress Report	F-3
SPF 6	Seal A/E	F-3
SPF 7	Signature of Contracting Officer	F-3
SPF 8	Certificate of Interest	F-3

ARTICLE G
REIMBURSEMENTS

SPG 1	Reproduction of Construction Documents	G-1
SPG 2	Travel Expenses	G-2
SPG 3	Site Surveys, Subsurface and Other Investigations	G-3

ARTICLE H
CONSTRUCTION COST

SPH 1	Limiting Construction Cost	H-1
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ARTICLE I

GENERAL ITEMS

SPI 1	Deferral of Work	I-1
SPI 2	Evaluation of A/E Contract Performance	I-1
SPI 3	Definitions	I-2
SPI 4	Reference to Gender	I-3
SPI 5	Coordination with Station	I-3
SPI 6	Release of Information	I-3
SPI 7	Key Personnel	I-4
SPI 8	Permits and Licenses	I-5
SPI 9	Compliance with Codes and Standards	I-5
SPI 10	Document Library	I-6
SPI 11	Preservation of Historical and Archeological Data	I-6
SPI 12	Qualification of Designers	I-7
SPI 13	Timely Response	I-7
SPI 14	Ownership of Original Documents.....	I-7
SPI 15	Liability	I-7
SPI 16	Asbestos	I-8

GENERAL PROVISIONS

52.252-2 Clauses Incorporated By Reference (FEB 1998) GP-1

52.216-1 Type of Contract (APR 1984) GP-4

53.232-33 Mandatory Information for Electronic Funds Transfer
Payment (AUG 1996) GP-6

(AND)

ACH Vendor/Miscellaneous Payment Enrollment Form GP-9

52.236-22 Design Within Funding Limitations (APR 1984) GP-10

852.236-76 Correspondence (APR 1984) GP-10

A/E CONTRACT PROCEDURES

CP 1 Procedures for Architect-Engineer to Follow in Engaging Professional
Services as a Reimbursable Item Under Their Contract..... CP-1

CP 2 Procedure for Submittal by Architect-Engineers of Monthly
Design Progress Report CP-3

CP 3 Procedure for Submittal By Architect-Engineer of Invoice
for Payment CP-4

CP 4 Procedure for Computation of Building Gross Area CP-7

CP 5 Procedures for Architect-Engineer to Follow to
Obtain Approval of Reimbursable Items Not of a
Professional Nature and Prints of Reproducible Prints CP-9

CP 6 Procedure for Issuance of Amendments to Bidding Documents CP-11

CP 7 Procedure for Processing Shop Drawings and
Manufacturers' Literature CP-13

CP 8 Memorandum of Agreement CP-17

ATTACHMENTS

I A/E's Estimate of Adjustment in Contract Amount

II Release of Claims

SPECIAL PROVISIONS

ARTICLE A

SCHEMATIC AND REQUEST FOR PROPOSAL DOCUMENTS

SPA 1 DESCRIPTION OF TASK

(a) General Scope. The A/E shall review the program materials furnished by the VA and all prior submissions to ascertain the requirements of these phases of the work and shall prepare Schematic and Request for Proposal (RFP) Documents. These documents will illustrate the scale and relationship of project components for review and approval of the VA and set forth in detail the requirements for submitting proposals for the project(s) by Design Build Contractors as further described in the applicable materials listed in Supplement B which detail the minimum requirements for various A/E submissions. The A/E shall be responsible for the professional quality and technical accuracy of all of the documents it prepares. Services under these phases shall include:

- (1) Contract Administration.
- (2) Site Design including location of on-site utility systems, off-site utility works, fire protection system, drainage system, building orientation, property lines, easements, local setback requirements, site access, land forms, lawn and plantings, environmental determinates, and historic and archaeological preservation.
- (3) Architectural Design including facility floor and roof plans, sections, elevations, local height limitations, preliminary selection of building systems and materials, net program areas, gross areas and facility volumes as further described in CP-4 of this contract.
- (4) Structural Design including materials and structural system, alternative structural system(s) with cost consideration studies. A/E shall investigate the structural systems and materials that he considers suitable for this project in regard to the codes referenced in the VA supplied data or the local code should its requirements be more rigid. Particular consideration shall be given to wind design and seismic design if appropriate. The A/E shall prepare design sketches, calculations, and cost estimates of the various systems studies and recommendation(s) and justification(s) of the system proposed to be utilized.
- (5) Mechanical Design Documents setting forth in detail the mechanical construction requirements for heating, ventilating, air conditioning, refrigeration, fire and safety, plumbing and sanitary engineering.
- (6) Electrical Design Documents setting forth in detail the electrical construction requirements for transformers, vaults, electrical and telephone closets, power distribution systems, auxiliary power systems, switch gear, generator, lighting, switching, fire and safety and signal system.

(7) Cost Estimate(s).setting forth in detail quantities of materials, labor, profit, overhead, insurance, taxes, etc. for each separate building within the project, as well as all site work.

(8) Specifications for all sections of the work utilizing the VA Master Specification system setting forth in detail all requirements for the construction fully coordinated with the drawings and other Request for Proposal Documents.

(9) Presentations and Review Submissions.

(b) 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. The A/E shall, when directed by the Contracting Officer, serve as an advisor to the Contracting Officer on all phasing matters. The Request for Proposal shall be packaged for bidding and construction in accordance with the CPM network.

(c) **Quality Assurance/Quality Control (QA/QC).** In an effort to reduce construction change orders due to design errors and omissions, VA Office of Construction Management has initiated a Quality Assurance/Quality Control program. The A/E shall develop, execute and demonstrate that the project plans and specifications have gone through a rigorous review and coordination effort. The requirements are as follows:

(1) **Fee Proposal:** The A/E shall provide an outline of the actions that the firm will take during the design process along with its associated fee.

(2) **2 Weeks after the NTP:** The A/E shall submit a detailed QA/QC Plan describing each step that will be taken during the development of the various phases of design. Each step should have an appropriate space where a senior member of the firm can initial and date when the action has been completed.

(3) **100% Submittal:** The A/E shall submit the completed QA/QC Plan along with the latest marked-up documents (plans, specifications, etc.) necessary to ensure that a thorough review and coordination have been completed.

SPA 2 ADDITIONAL REQUIREMENTS

(a) VA Supplied Data. All VA supplied data shall be coordinated and any variations in design shall be justified in a written report.

(b) Resubmission of the Work. In each submission the A/E shall resubmit the materials specified in the prior submissions, revised according to the comments made by the VA resulting from the prior review(s).

(c) VA Standards. The A/E shall use the VA Construction Standards in preparing Schematic and Request for Proposal Documents 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 shall promptly 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.

(d) Accuracy of Planning Information. The A/E shall visit the project site to investigate the information shown on the Government-Furnished drawings, record (as-built) drawings and other planning documents which are part of this contract. information is the best available but the Government does not guarantee its accuracy or completeness. The A/E investigation of field conditions shall be performed in a competent professional manner in accordance with the Architectural Design Manual PG 18-10.

This

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

(f) Reviews. The number of VA reviews of the work shall be as indicated in the Submission and Completion Schedule under Article entitled "Submission and Completion Schedule". VA review of the A/E's work product shall not be construed by either party to relieve the A/E from its professional responsibility to execute drawings, specifications and other work submissions with due care and in accordance with acceptable professional standards.

(g) Posting Amendments to Request for Proposal Documents. Within Sixty (60) days of the bid opening date, the A/E shall post all amendments to the drawings and specification per CP-6 and submit a copy of the documents with these amends to the Contracting Officer on CD-ROM.

SPECIAL PROVISIONS

ARTICLE B
SERVICES DURING PROCURMENT PERIOD

SPB 1 ADVERTISING FOR AND SECURING DESIGN BUILD PROPOSALS

(a) Record of Disposition of Request for Proposal Documents. The A/E shall provide all services required for advertising for and securing Design Build Proposals in accordance with "Manual for Preparation and Issuance of Contract Documents" as described herein. He shall number each set of Request for Proposal documents (**hard copy and electronic**) and maintain a continuing record showing the temporary and final disposition of each set. 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 documents and all amendments not caused by design deficiencies to the bidders. The A/E shall keep a detailed record of these expenses including all invoices and other evidence of his expenditures and submit these items to the Contracting Officer with his invoice for payment.

(c) Design Build Proposals. The Government will receive the Design Build Proposals and award the contract for the project.

(d) Excessive Design Build Proposals. See FAR 52.236-22(c), Design Within Funding Limitations, page GP-10.

(e) Conference Attendance. The A/E shall attend authorized conferences, as directed by the Contracting Officer. The Contracting Officer shall determine the type of professional registered discipline(s) required for each conference. The numbers of authorized conferences are:

- (1) _____ Pre-Proposal Conference:
_____ representative(s) for _____ day(s).
- (2) _____ Proposal Evaluation Conference:
_____ representative(s) for _____ day(s).
- (3) _____ Pre-Design Build Conference:
_____ representative(s) for _____ day(s).

SPECIAL PROVISIONS
ARTICLE C
SERVICES DURING THE DESIGN BUILD PERIOD

SPC 1 DESIGN BUILD PERIOD RESPONSIBILITIES

The Design Build Period will commence with the award of the Design Build Contract(s) and will terminate with the acceptance of the facility by the VA. Unless otherwise provided in this Agreement, the A/E shall not provide administration of the construction contract. The A/E shall act in an advisory and consultant capacity to the Contracting Officer. He shall not be the representative of the Contracting Officer at review meetings or on the construction site and shall make no such representation to the Construction Contractor(s) without the specific written approval of the Contracting Officer. The A/E shall have no authority to approve any construction means or methods of work of the Construction Contractor. The A/E shall not be responsible for or have control or charge over the acts or omissions of the Resident Engineer or Design Build Contractor, Sub-contractors, or any of their agents or employees, or any other persons performing any of the work and shall not be responsible for the failure of any of them to carry out the work in accordance with the Construction Documents.

SPC 2 REQUEST FOR PROPOSAL DOCUMENTS - INTERPRETATION

The A/E, when requested, shall assist the Contracting Officer and his Resident Engineer to interpret the Request for Proposal documents and shall:

- (1) recommend any action(s) he deems suitable for the satisfactory prosecution of the design of the proper construction work;
- (2) prepare any supplemental drawings, specifications or other documents that may be required to clarify or supplement the Request for Proposal documents;
- (3) assess the preparation of Construction Contract Modifications initiated by or through the VA to be executed in accordance with the Request for Proposal Documents.

SPC 3 CONSTRUCTION DOCUMENTS (Prepared by DESIGN BUILDER) - REVIEW

- (1) Review Design Documents submitted by the Design Build Contractor for accuracy and submit written comments.
- (2) Design Review Conference Attendance: The A/E shall attend authorized Design Review Conferences, as directed by the Contracting Officer. The Contracting Officer shall determine the type of professional registered discipline(s) required for each conference. The numbers of authorized conferences are:

- (1) _____ % Design Review Conference:
_____ Representative(s) for _____ day(s)
- (2) _____ % Design Review Conference:

_____ representative(s) for _____ day(s).

(3) _____ Final (100%) Design Review Conference:
_____ representative(s) for _____ day(s).

SPC 4 CONSTRUCTION COST PROPOSALS

The A/E shall review all Government initiated and/or the Design Builders cost proposals for construction modifications when requested by the Resident Engineer. The A/E's reply regarding his review of cost proposals and his recommendations shall include an independent breakdown of costs in detail with quantities and unit prices and shall cover both additions and deductions of labor, materials and equipment.

SPC 5 SHOP DRAWINGS AND SUBMITTALS

When necessary, the Request for Proposal A/E will, through the Resident Engineer, review certain submittals and make recommendation. The Request for Proposal A/E may be required to hold joint reviews with the VA technical staff and/or Design Build Designers on complicated system submittals. Such responsibility shall be carried out with reasonable promptness as to cause no delay.

The Design Build A/E shall check Government furnished and/or the construction shop drawings, detail drawings, schedules, descriptive literature and samples, testing laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the design concept and construction documents. The Design Build A/E shall recommend approval, disapproval, or other suitable disposition. He shall evaluate the submittals with reference to any companion submittals that constitute a system.

SPC 6 SITE VISITS AND INSPECTIONS

During the Design Build Period the A/E shall make visits to the project site. Site visits shall be made as and when requested by the Contracting Officer or his authorized representative. The total number of visits required is listed in Clause SPF-1 and includes visits to be made weekly, during intermediate systems, air-conditioning inspections, for partial final and final inspection and for special purposes as requested by the Contracting Officer. A site visit is defined, except for payment purposes, as a visit to the site by one man for any part of a day. Only registered architects and engineers thoroughly 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. A site inspection report which includes the purpose of the inspection, items reviewed, deficiencies observed, recommendations and additional actions required, shall be furnished to the Contracting Officer or his authorized representative within three work days following the site visit date.

SPC 7 INSPECTIONS OF CONSTRUCTION WORK

(1) Intermediate Inspections. The A/E shall provide registered architects and engineers who are familiar with the design work of the project to act as observers and advisers to the VA team conducting intermediate inspections.

(2) 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 VA 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.

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

SPC 8 TIMELY RESPONSE

As time is of the essence, particularly during the construction phase, the A/E shall promptly review and approve, disapprove or take other appropriate action upon all the VA requests. The A/E shall submit recommendations on all shop drawings and other submittals and other requests within fifteen (15) calendar days after receipt.

SPECIAL PROVISIONS

ARTICLE D
POST-CONSTRUCTION SERVICES

SPD 1 POST-CONSTRUCTION SERVICES

For a period of one (1) year after final payment, the A/E shall be obligated to furnish advisory, or consulting services which are normal to such a professional contract and necessary to assure the proper functioning of elements of the A/E design. He shall render any additional services relating to the project as directed in writing by the Contracting Officer. The A/E's additional compensation for these services will be determined by negotiation. He shall submit a detailed breakdown of his proposal for the additional services on the format established by A/E's Estimate of Adjustment in Contract Amount, Explanatory Notes (Attachment I). Additional compensation for site visits after final inspection shall be determined under article entitled "Compensation and Payments" SPF 4, Schedule of Payments for A/E Services.

SPECIAL PROVISIONS

ARTICLE E
COMPENSATION AND PAYMENTS

SPE 1 FIXED FEE FOR A/E SERVICES

(a) The A/E shall provide all professional services necessary for the accomplishment of the project as further described in material furnished by VA.

(b) The A/E shall review the program and all material furnished by the VA as a part of this contract to ascertain the full requirements of the project and shall provide all professional services to accomplish these requirements. The A/E shall be responsible for the professional quality and technical accuracy of the professional services being provided under this contract.

(c) Periodic payments shall be made as described in the Schedule of Payments for A/E services.

(d) The Government shall pay the A/E a fixed fee for each section of each phase of the work, as indicated in the Schedule of Payments below, which shall be full compensation for all services and materials expended for that aspect of work in the execution of the contract. Each section of the work shall be considered a distinct, separate and severable part of the contract. The VA shall, at its option have the right to separately authorize any and all sections of the work upon written notice to the A/E. The total fixed fee for all work under this contract is \$_____.

SCHEDULE OF PAYMENTS

A/E SERVICES

Schematic Design Documents	\$ _____
Request for Proposal Documents	\$ _____
Design Build Period Services	\$ _____
Design Build Period Site Visits	\$ _____
TOTAL AMOUNT FOR ALL WORK UNDER THIS CONTRACT	\$ _____

SPE 2 ADJUSTMENT IN THE CONTRACT AMOUNT DUE TO CHANGES

Adjustments of contract fee shall be determined by negotiations before performing the work. The A/E shall submit in advance of performing additional work 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 I). The contractor shall not be entitled to any additional fee for services rendered without the prior written authorization of the Contracting Officer. See FAR 52.243-1.

SPE 3 CHANGES – FIXED-PRICE (AUG 1987) (FAR 52.243-1 including Alternate III (APR 1984))

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

SPE 4 SCHEDULE OF PAYMENTS FOR A/E SERVICES

- (a) Schematic Design. The Government will compensate the A/E for each phase of the work and in the amount stated as outlined in this Article SPB-1, above on a monthly payment basis except as otherwise stated below. The amount due will be determined by the A/E submittals of an estimate of the amount and value of the work and services performed. Payment shall be for the full amount due less any previous payment and will be based upon the Contracting Officer's review and approval of the A/E's invoice. Invoices shall be prepared and submitted in accordance with CP-3.
- (b) Request for Proposal Documents. The Government will compensate the A/E for such phase of the work and in the amount stated as outlined in this article SPB-1, above on a monthly payment basis except as otherwise stated below. The amount due will be determined by the A/E's submittal of an estimate of the amount and value of the work and services performed. Payments shall be for the full amount due less any previous payments and will be based upon the Contracting Officer's review and approval of the A/E's invoice. Invoices shall be prepared and submitted in accordance with CP-3.
- (c) Reduction of Payments. Should the A/E fail to meet the contractual design schedule or should he submit incomplete or unsatisfactory review material the Contracting Officer shall omit or reduce the payments until the deficiency has been remedied. The withholding of any amount and subsequent payment thereof to the A/E shall not constitute a waiver of any rights accruing to the A/E or the Government under this contract or at law.
- (d) Final Payment. Upon completion and acceptance of the work under this contract, delivery of all required documents and delivery of an executed Release of Claims (Attachment II), the A/E will be paid the unpaid balance.
- (e) 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.
- (f) Excessive Proposals. Should the Government elect not to award the Design Build Contract because the low proposal exceeds the adjusted limiting cost, the last payment for Request for Proposal documents will be withheld until the A/E has complied with the contractual requirements stated in FAR 52.236-22 (Design Within Funding Limitations) to design within the adjusted limiting construction cost to make possible the award of a Design Build Contract, or is relieved of this requirement by the award of a Design Build Contract, notwithstanding the relation of the award price to the authorized construction cost.

(g) Design Build Contract Not Awarded. If the Government for reasons not related to the FAR 52.236-22 (Design Within Funding Limitations) decides not to award the Design Build Contract, the total unpaid balance including the amount retained from any monthly payments will be paid upon delivery to and acceptance by the Government of the original RFP documents.

(e) Design Build Period Services. Payments for Design Build 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 hereof. 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 the Schedule of Payments less all previous payments. If the Government should not require A/E services during the construction of the project the payments for Construction Period Services and for Site Visits will not be made.

(f) Design Build Period Site Visits. (i) The Contracting Officer must specifically authorize site visits as set forth in this agreement. The A/E shall be paid only for approved site visits. Payments for 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 under the article entitled "Services During The Design Build Period". Each month he/she shall submit said record to the Contracting Officer for substantiation and payment. Payments will be for the full amount due for the billing period. (ii) The full daily rate per site visit is found in this Article SPF 1. This rate shall apply to site visits of more than four hours. Site visits of more than two hours up to four hours will be reimbursed at 75% of the full daily rate. Visits of two hours or less will be reimbursed at 50% of the full daily rate. Notwithstanding the foregoing, if the travel time from the A/E's office to the job site is more than one and one-half hours, the A/E will be paid the full daily rate regardless of the number of hours he/she spends at the site.

(g) Final Payment. Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final RFP drawings and specifications and executed Release of Claims (Attachment II), the A/E will be paid the unpaid balance due for all phases of work performed under this contract.

(h) 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.

(i) Site Visits After Final Payment. The A/E will be compensated for additional visits after Final Payment in the amount per site visit as shown in the Schedule of Payments.

SPECIAL PROVISIONS

ARTICLE F
SUBMISSION AND COMPLETION SCHEDULE

SPF 1 REVIEW AND COMPLETION SCHEDULE

(a) During the process of the work the Contracting Officer will conduct periodic reviews with the A/E. The A/E shall perform the work required within the limits of the following schedule. Professional Architects, Engineers and related design disciplines familiar with the work shall be provided, as directed by the Contracting Officer, to attend the VA reviews in the Washington, DC office of the Contracting Officer and/or at the medical center.

SUBMISSION AND COMPLETION SCHEDULE

<u>ITEM</u>	<u>DATE</u>
<u>SCHEMATIC DESIGN</u>	
Deliver Material to VAMC and Contracting Officer not later than	?
Review Material with VAMC on	?
Review Material with Contracting Officer on	?
(Payment not to exceed 35% of the total contract amount at the completion of the review material)	
<u>REQUEST FOR PROPOSAL</u>	
Deliver Material to VAMC and Contracting Officer not later than	?
Review Material with VAMC on	?
Review Material with Contracting Officer on	?
(Payment not to exceed 65% of the total contract amount at the completion of the review material)	
Mail Request for Proposal Notice on	?
Issue Request for Proposal Documents to Proposers on.....	?
Proposal Receipt Date	?
Design Build Contract Award	?
Design Build Completion	?

(b) The Contracting Officer may schedule additional VA Review(s) should he determine that such review(s) is required for satisfactory completion of the contracts. The A/E will be reimbursed for the additional trip(s) in accordance with Article "Reimbursements" unless the additional VA Review(s) was requested by him or caused by actions for which he is responsible.

SPF 2 SUBMISSIONS FOR DESIGN REVIEW MATERIALS

(a) For each Design Review the A/E shall submit to the Contracting Officer the material described in the applicable booklets listed in A/E Submission Instructions Program Guide PG-18-15 the minimum requirements for various A/E submissions. All prints shall be titled, arranged in numerical order and bound in sets. Metal prong fasteners shall not be used to bind drawings. **The Final Design Review Material for each stage (Schematic and RFP) will be provided on CD-Rom.**

(b) Intermediate review calculations shall be complied by the A/E for each required submittal. All design calculations shall be indexed and bound separately.

SPF 3 MEMORANDUMS OF AGREEMENT

At the end of each VA review or workshop that is conducted under this contract, representatives of VA and the A/E shall review the scope of work that (1) has been performed, (2) is in progress, and (3) is planned in the future. These representatives shall complete a Memorandum of Agreement after each scope review. For a sample of the required format of the agreement, together with implementation instructions, see CP-6 of this contract.

SPF 4 RETENTION OF REVIEW DOCUMENTS

The A/E shall keep one copy of review documents containing VA remarks until final acceptance of the design build contract unless, prior to that time the VA directs the A/E to forward certain documents to the Government. The cost of forwarding documents to the Government shall be on a reimbursable basis. If the VA does not request review documents before final acceptance of the design build contract, the A/E may then dispose of such documents.

SPF 5 MONTHLY DESIGN PROGRESS REPORT

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

SPF 6 SEAL OF A/E

Each Request for Proposal Drawing shall bear the seal and signature of the registered professional architect or engineer responsible for its design. The seal and signature shall be affixed for the final scheduled review stage of each phase of ~~the Construction Documents section~~ [the project](#). Before the final RFP documents are issued for bidding, a principal of the A/E firm under contract to the VA will be required to provide a signed certification that all drawings and calculations have been properly signed and sealed by the appropriate individual for each discipline, in accordance with the rules and regulations of the local State licensing authority. This certification shall be forwarded to the Contracting Officer upon the completion of the Request for Proposal Documents. The Design Build A/E who prepares the Construction Documents will be the Architect of Record.

SPF 7 SIGNATURE OF CONTRACTING OFFICER

The A/E shall incorporate the Contracting Officers signature on the original Request for Proposal documents after all final review comments have been considered and incorporated into the work, at the direction of the Contracting Officer, prior to printing of and issue for contract procurement.

SPF 8 CERTIFICATE OF INTEREST

The A/E shall submit a certificate with the final scheduled Request for Proposal submission of each phase of the project 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.

SPECIAL PROVISIONS

ARTICLE G
REIMBURSEMENTS

SPG 1 REPRODUCTION OF RFP DOCUMENTS

(a) Schematic/Request for Proposal Review Material: The cost of reproduction of drawings and other items required to be submitted for the design reviews as described in Supplement B is covered by this contract.

(b) Procurement and Design Build Material: The cost of reproduction of RFP Documents and other documents required for proposal and design build purposes as directed by "Manual for Preparation and Issuance of Contract Documents". Reproduction of materials during the Design Build period, including review of the Design Builder's Construction Documents shall be on a reimbursable basis for actual reproduction costs. Prints for proposal and review purposes shall be paper blue print or blue or black-line prints. Reproducibles required for any purpose, shall be photographic polyester base film minimum .003" thickness, moist erasable image, high resolution.

(c) The A/E shall submit his 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). No mark-up or profit shall be allowed in computing this cost.

(d) Excessive Construction Proposals: Reproduction of drawings and specifications and other documents revised because of excessive construction bids in accordance with the article entitled "Construction Cost" and required in Design Reviews, re-advertising for re-securing construction bids and for construction purposes shall be at no additional expense to the Government.

(e) The A/E shall submit the original drawings, as appropriate, to the Contracting Officer as soon as the reproducibles or negatives can be obtained. Additionally original documents (drawings, specifications and amendments) will also be submitted on CD-ROM.

SPG 2 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 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 rate 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.

SPG 3 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 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 investigations.

(1) upon presentation by the A/E of an invoice therefor accompanied by executed receipts, and,

(2) after receipt and acceptance by the Contracting Officer of the pertinent data, drawings and recommendations.

ARTICLE H
CONSTRUCTION COST

SPH 1 LIMITING CONSTRUCTION COST

(a) See General Provisions Clause FAR 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.

SPECIAL PROVISIONS

ARTICLE I GENERAL ITEMS

SPI 1 DEFERRAL OF WORK

In the event the Contracting Officer defers advertising for and securing Design Build Proposals and A/E services during the design build period by written notice to the A/E, the A/E shall stop his work upon completing the Request for Proposal documents. 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 Request for Proposal Documents.

If at the end of the one (1) year period the Government has not decided to proceed with the 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 RFP documents 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 (in hard copy and on CD-ROM) 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.

SPI 2 EVALUATION OF A/E CONTRACT PERFORMANCE

The VA shall evaluate the overall performance of the A/E by professional discipline after completion of design and after construction. All evaluations shall include a narrative pointing out strengths and weaknesses as well as a numerical rating. The A/E shall be informed, in writing by the Contracting Officer, of his overall performance denoting his strengths and weaknesses.

SPI 3 DEFINITIONS

(a) Contracting Officer: The services to be performed by the A/E under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer. The Contracting Officer is also responsible for administering the construction contract for this project.

(b) Project Manager: The Contracting Officer's central office representative responsible for administering the VEC, A/E, C/C and construction contracts under the immediate direction of the Contracting Officer.

(c) Resident Engineer: The Contracting Officer's authorized representative at the construction site. When more than one Resident Engineer is assigned to a construction project one is designated as being in-charge and is called the "Senior Resident Engineer". The Resident Engineer is responsible for protecting the Government's interest in the execution of the construction contract work. His duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. The Resident Engineer

may issue change orders to the Contractor within the limitations set forth in his delegation of authority from the Contracting Officer.

(d) Construction Contractor: This term, as used herein, refers to the Contract(s) to perform the construction of the project.

(e) Contractor: This term, as used herein, refers to the contractor under this contract or the A/E.

(f) 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 as set forth in the article entitled "Compensation and Payments", Clause SPB 1.

(g) Station Director: The Chief Executive Office of the VA station or facility at which the project is to be constructed.

(h) Construction Consultant (C/C): This term, as used herein, refers to the Construction Consultant firm(s) that has contracted with the Government to perform construction consulting services during the design and construction phases of this project under separate contract. The C/C and the A/E shall work in close cooperation with each other for the benefit of the Government.

(i) Value Engineering Consultant (VEC): This term, as used herein, refers to the Value Engineering firm(s) that has contracted with the Government to perform the Value Engineering Services.

(j) Special Consultants: This term, as used herein refers to any Special Consultant that has contracted with the A/E to perform work related to this project.

SPI 3 DESIGN BUILD TERMS

(a) Design-Build (DB) as defined by the Department of Veterans Affairs (VA) is the procurement by the Government, under one contract, with one firm (which may be a joint venture) for both design and construction services for a specific project.

(b) Design Build A/E – That A/E firm (and Consultants) which prepares complete construction documents for the construction, as required by the DB contract. The VA considers the DB A/E to be the Architect of Record for the project.

(c) Request for Proposal (RFP) Documents – Those documents issued for the purpose of receiving proposals for design build services.

(d) RFP A/E – That A/E (and consultants) who provide services to prepare RFP documents.

SPI 4 REFERENCE TO GENDER

Whenever the masculine gender is used in the contract, it shall be considered to include both masculine and feminine gender.

SPI 5 COORDINATION WITH STATION

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

SPI 6 RELEASE OF INFORMATION

The A/E shall not divulge or release any information, oral or written, developed or obtained in connection with performance of this contract or any possible construction based on the results thereof (including, but not limited to, reports, plans, specifications, location, time, estimated cost of construction or estimated VE savings) or except to authorized Government personnel or upon prior written approval of the Contracting Officer.

SPI 7 KEY PERSONNEL

The A/E shall employ the following professional personnel to perform the services required under this contract. Such listing below shall also provide the individual's specific job title. No substitution will be made without the advanced written approval of the Contracting Officer after he has reviewed the proposed replacement's experience and qualifications record submitted by the A/E with explanation of the necessity for the change.

Principal-in-Charge

Civil

Project Manager

Electrical

Architectural

Specifications

Structural

Estimating

Mechanical

Interior Design

Other

SPI 8 PERMITS AND LICENSES

The A/E shall, when requested, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits in connection with the performance of its services. The A/E shall, without additional expense to the Government, be responsible for assuring that the work is in compliance with requirements of applicable codes, ordinances and regulations.

SPI 9 COMPLIANCE WITH CODES AND STANDARDS

(a) VA construction shall be designed in compliance with applicable standards and codes described in VA program guides and design materials.

(b) In the design of new building and alteration work under this contract, consider all requirements (other than procedural requirements) of -

- (1) zoning laws, and
- (2) laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building, and similar laws, of the State and local political division which would apply to the building if it were not to be constructed or altered by the U.S. Government.

(c) The A/E shall consult with appropriate officials of the State or political subdivision, or both, in which the building construction work is to be located. Submit plans in a timely manner for review by such officials for a reasonable period of time not exceeding 30 days. Plans shall be submitted as promptly as permissible under the rules prescribed by the reviewing authorities. The plans shall be submitted at the completion of design development unless different rules are prescribed by the reviewing authorities. The A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections in the locality of the building construction. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.

(d) The A/E shall provide prompt, written notification to the Contracting Officer concerning -

- (1) conflicts with, or
- (2) recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of this contract shall be undertaken prior to receipt of written approval of the Contracting Officer.

(e) No action may be brought against the A/E or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of State or local officials. VA and its contractors, including A/E, shall not be required to pay any amount for any action taken by a State or political division of a State in carrying out functions described in this article, including reviewing plans, issuing permits, and making recommendations.

(f) The A/E shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.

SPI 10 DOCUMENT LIBRARY

The A/E shall establish a Document Library and therein have access to a copy of each Federal, VA, trade or other specification, standard, code or document that is quoted or referred to in this contract directly or by reference. The A/E shall provide working access to this library to other independent consultants of the VA upon request of the Contracting Officer.

SPI 11 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

Public Law 93-291 (93rd Congress) provides for the preservation of historical and archeological data (including relics and specimen) which might be lost due to alteration of the terrain of a site due to any Federal construction project. The A/E shall notify the Contracting Officer immediately upon discovery of any possible historical or archeological data that may warrant investigation. Any historical or archeological survey mitigation plan or salvage operation shall not be a part of this contract unless otherwise agreed.

SPI 12 QUALIFICATIONS OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished by architects or engineers registered in a State or possession of the United States, or in Puerto Rico or in the District of Columbia.

SPI 13 TIMELY RESPONSE

As time is of the essence, the A/E shall perform all aspects of the work on this contract and take prompt action upon all the VA's requests. The VA shall state a time requirement if less than 15 days otherwise 15 days shall be the requested response time. If the scope of the required action is extensive, the A/E shall notify the Contracting Officer and request additional time, estimating the time needed to process the work. This request for additional time shall not relieve the A/E of his duty to process this work in a timely fashion.

SPI 14 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 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 all such materials beyond such period.

SPI 15 LIABILITY

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

SPI 16 ASBESTOS

In conformance with VAAR 870.114, the Architect-Engineer shall not specify or approve any asbestos product or equipment or material containing asbestos products under this contract, unless no suitable substitutes are available. If suitable substances are not available, specific authority to specify or approval asbestos products and equipment or materials containing asbestos products must be obtained in writing from the Contracting Officer. The Architect-Engineer is specifically liable to the VA for any costs resulting from a failure to strictly comply with this paragraph.

A/E CONTRACT PROCEDURES

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

(a) The A/E shall select at least three (3) professionally qualified firms to perform the needed services. He shall have each firm submit completed Standard Forms 254 and 255, U.S. Government Architect-Engineer Questionnaire. The A/E shall submit the three (3) qualified firms 254s and 255s to the VA for verification that the firms are acceptable and upon approval shall hold informal interviews with qualified firms. After an appraisal of each firm's capabilities, availability to do the work within the scheduled time and other consideration of the written scope of professional work, the A/E shall list the firms in order of professional qualification and desirability. He shall next begin the negotiation stage with the firm considered most suitable, discussing the scope of work required and obtaining the amount of the firm's lowest acceptable fee together with any applicable unit fees. No fee negotiations shall take place with any other qualified firm until fee negotiations with first qualified firm have been successfully negotiated or terminated.

(b) The A/E shall submit the following information to the Contracting Officer for his information and review:

(1) List of the three (3) qualified firms arranged in order of desirability together with Standard Form 254 and 255 and any other appropriate information.

(2) Copy of Scope of Professional Work describing nature of services to be performed.

(3) Name of the recommended firm with a brief justification for its selection and the amount of the lowest acceptable fee and unit fee(s) quoted by the recommended firm to perform the work.

(4) A/E's cost estimate of value of services to be performed.

(c) The Contracting Officer will review the A/E's submission and, if acceptable, he will authorize the A/E to contract for services. If found unacceptable, the A/E may be directed to:

(1) Re-negotiate with the recommended firm to attempt to obtain a lower fee and failing to do this terminate negotiations, or

(2) 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-ENGINEERS OF MONTHLY DESIGN
PROGRESS REPORT

(a) Purpose: The purpose of the Monthly Design Progress Report is to provide for the computation of amounts claimed for monthly payments for the services rendered under the A/E contract and to permit the processing of internal VA administrative progress reports.

(b) Preparation: The A/E shall prepare and submit a 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.

(c) Reporting Entries:

(1) Architectural Drawings: Submit the percent completion for all architectural drawings including structural and site planning.

(2) Mechanical Drawings: Submit the percent completion for all mechanical drawings including electrical, plumbing, heating, air conditioning, sanitary and equipment.

(3) Overall Design Completion: In computing the overall design completion percentage the individual percentages will be weighted in accordance with their proportional part of the total project.

SAMPLE

Contracting Officer
(Insert Address)

I hereby certify that the following is percent completion of Schematics and Design Development on being prepared for Project No. _____, Contract No. _____, located at _____.

Architectural drawings _____ %
Mechanical drawings _____ %
Overall Design Completion _____ %

Architect-Engineer

CP 3 PROCEDURE FOR SUBMITTAL BY ARCHITECT-ENGINEER OF INVOICES FOR PAYMENT

(a) Invoice: The A/E shall prepare each invoice for payment for services rendered under the contract on his letterhead in the format shown on the attached sample and submit an original and three (3) copies of each 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 the pertinent period certified by the Resident Engineer.

(b) Reimbursable Items: Receipted statements in an original and two 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 VA 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.

CP 3 -- Continued

To constitute a proper invoice the invoice **must** include the following information:

SAMPLE

Date _____

Invoice #

MAIL TO:
Contracting Officer
(address)

FOR PROFESSIONAL SERVICES RENDERED TO DATE:

**RE: A/E CONTRACT NO. _____ - PROJECT NO. _____ NAME
OF STATION:**

Installment for (Month, Year)

A. Contract amount for **design portion plus related modifications**
that are to be paid for based upon the percent of completed work,
_____ x _____ percent complete = \$ _____

B. Completed **modifications** that are only to be paid for
when all work has been completed and accepted by the
Contracting Officer = \$ _____

C. Contract amount for **construction period services,**
_____ x _____ percent complete = \$ _____

D. **Site Visits** for each **RATE** should be shown individually i.e.:

AUTHORIZED # _____ visits @ \$ _____ = \$ _____

_____ visits @ \$ _____ = \$ _____ This Invoice \$ _____

_____ visits @ \$ _____ = \$ _____ Previously Invoiced \$ _____

TOTAL AMOUNT EARNED \$ _____
LESS PREVIOUS PAYMENTS \$ _____
AMOUNT DUE \$ _____

Payment of the above amount now due is hereby requested.

Payee _____ (Name of A/E)

Per _____ (Signature) Title

(NOTE: Reimbursable Items shall be invoiced separately.)

CP 4 PROCEDURE FOR COMPUTATION OF BUILDING AREA

(a) The A/E shall submit to the Contracting Officer a report of the gross area of his design at each of his submissions.

(b) The A/E shall prepare the gross area computation as follows: Submit a small scale plan of each individual floor. Subdivide each floor into rectangles with each rectangle designated by a capital letter. List all the letters on one floor alphabetically. Clearly indicate length and width of each lettered area and the total square footage of each lettered area in tabular form. Show the sum of these areas as the "Designed Gross Area."

(c) Area Computation: (See Diagram Below)

(d) List of Computations:

First Floor			
Area	L.	W.	S.F.
A	X	Y	=s.f.
B	X	Y	=s.f.
CC	X	Y	=s.f.
Etc.	X	Y	=s.f.
Designed Gross Area for the first floor: s.f.			
(Similar computation for every floor)			
Recapitulation			
Basement			
1 st floor	s.f.		
2 nd floor	s.f.		
Penthouse		s.f.	
Total Designed			Target Gross
Gross Area _____	s.f.		Square Footage _____ s.f.

(e) Special areas to be considered:

(1) 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.

(2) Areas which are not counted in gross area:

Pipe basement or crawl space

Areaways, either grilled 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 4 -- Continued

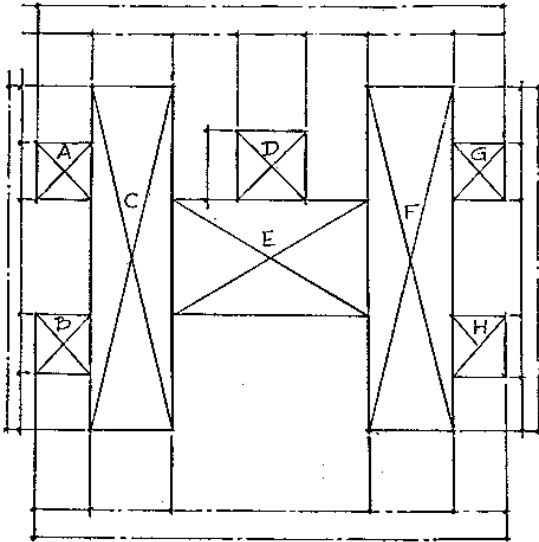


DIAGRAM SHOWING METHOD OF SUBDIVIDING BUILDING FOR GROSS AREA COMPUTATION

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

(a) To obtain approval of reimbursable items referred to in Special Provisions, Article entitled, Reimbursements, and only when professional services are not part of these items, the A/E shall:

- (1) Prepare specifications and drawings describing the items to be furnished.
- (2) Obtain not less than three (3) bids stating the items, quantities, all other particular demands, unit prices and total prices for the particular items.
- (3) Submit recommendation and request for authorization to the Contracting Officer for his review and approval. This submission will include:
 - (i) A copy of the specifications and, if required, plans describing the items to be furnished.
 - (ii) A copy of each bid.
 - (iii) 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.

(b) To obtain prints, or reproducible prints, referred to in Special Provisions, Article entitled, Reimbursements, SPH 1, the A/E shall:

- (1) 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.)
- (2) 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 for sheet, the price per sheet, price per set, and total price.
- (3) Submit recommendations and request for authorization to the Contracting Officer for his review and approval. This submission will include:
 - (i) A copy of the specifications.
 - (ii) A copy of each bid.
 - (iii) Recommendations 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.

(c) 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

(a) 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 working days before the opening of bids. Amendments which must be sent out within the final ten days prior to the opening of bids shall be transmitted by telegram.

(b) 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:

- (1) The likelihood of a significant increase in the dollar amounts of project bids.
- (2) Deviations from VA standards.
- (3) Recognized variances from accepted practices.
- (4) 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 cost, departure from criteria or common practice or change of the bid opening location or date. Unless time is a critical consideration, the final draft of the amendment shall accompany the justification.

(c) General Instructions:

- (1) The Contracting Officer may authorized 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.
- (2) The A/E shall advise the Contracting Officer in writing of the reason for not including in his amendments any items proposed by the Department of Veterans Affairs.
- (3) Where time requires a telegraphic amendment, a description of the amendment and a complete justification shall be telegraphed a 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.

(d) Posting Amendments to RFP documents:

- (1) All drawings modified or added shall be clearly identified per VA Construction Standard CD-4.
- (2) All specification modifications shall be clearly indicated.
- (3) The A/E shall prepare a new set of original drawings and print a new original set of specifications with all amendments posted. The A/E will be reimbursed for the printing (preparation of CD-ROM) of amended contract document sets for the VA .
- (4) The cover sheet of each amended specification and drawings shall include a prominent notice substantially as follows:

These specifications [or drawings] have been revised/updated to include Amendments [Numbers] to Solicitation [Number]. The Department of Veterans Affairs does not guarantee the accuracy of these documents. The contractor is advised to review the documents against the original specifications and drawings, plus amendments, prior to bidding or performing affected work. Any discrepancies between these documents and the original specifications and drawings plus Amendments [Numbers], will be resolved in favor of the original documents plus amendments.

CP 7 PROCEDURE FOR PROCESSING SHOP DRAWINGS AND MANUFACTURER'S LITERATURE

(a) Shop drawings and manufacturers' literature shall be processed as follows:

(1) The Architect-Engineer receives one direct photographic paper reproducible copy of each drawing and four sets of manufacturers' literature from the Contractor. The A/E shall check the 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 space is not available on Shop Drawings or Manufacturers' literature to accommodate all comments, they shall be stated in a memorandum which shall be stapled to Shop Drawings or Manufacturers' literature.

(2) Concurrent VA Central Office reviews are required for certain materials, equipment and systems. The requirements for these concurrent reviews are listed in the contract specifications. The additional submittal material received by the A/E shall be forwarded to the Project Director for Central Office review. The Resident Engineer will not return the submission to the Contractor until he has received the A/E and Central Office recommendations. Conflicting recommendations will be referred to the Project Director for resolution.

(3) Shop drawings, submissions and manufacturers' literature shall be identified with numbers relating them to specific sections of the contract specifications, 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 of paragraphs, the paragraph number may be added in parenthesis to the basic reference, e.g., 17-1R3 (Par. 14a). Submissions, 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 appropriate section and cross-referenced.

CP 7 -- Continued

(4) Approved or disapproved shop drawings and manufacturers' literature shall be distributed as follows:

(i) The original reproducible received from the Contractor will be retained by the A/E. The A/E shall reproduce two direct photographic paper reproducible from the checked reproducible for transmittal to the Resident Engineer. The Resident Engineer will retain one reproducible and transmit the other to the Contractor.

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

(5) The A/E shall retain approved and rejected reproducible, manufacturers' literature and correspondence on these items only until contract completion.

(b) Master Specification Section S, "Samples and Shop Drawings" contains the instructions to the Contractor in reference to submittals.

SAMPLE

(Name of A/E)

(Station and Location): (Project Number & Contract Number):

A/E File Number _____ Date _____

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

By _____ Date _____

VA Action

Approved Approved As Noted

Rejected Resubmit No Action

No Deviation Noted; None Approved

By _____ Date _____
Resident Engineer

CP 7 – Continued

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 MODIFICATION

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

CHECKED _____ BY _____
(date)

PROJECT NO. _____ A/E FILE NO. _____
_____, A/E

*Memoranda may be attached to one 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 _____ By _____
(date) A/E

PROJECT NO. _____ A/E FILE NO. _____

FOR RECORD ONLY

CP 8 MEMORANDUM OF AGREEMENT

_____ REVIEW (e.g., 1st dd, 2nd cd, etc.)

(Project description)
VAMC _____

PROJECT NO. _____

A/E CONTRACT NO. _____

As a result of this A/E review, the A/E agrees that there are no changes to his contract work which may result in a fee adjustment except as noted below by the A/E:

ITEM

AGREE/DISAGREE

The Contracting Officer (CO) will process a change order or supplemental agreement to the A/E's contract for the noted items which the CO agrees are changes to the contract work. The CO will advise the A/E as to how to proceed on the noted items which the CO disagrees are changes to the contract work. The A/E is reminded that the Department of Veterans Affairs will not compensate him for extra work accomplished without the contractually required notification to the CO and the issuance of a change order or supplemental agreement.

This agreement is to be completed and signed by the A/E and returned to the CO within five work days after _____(date)*. If this form is not returned within five work days, the CO will presume there were **no** changes in the A/E's contract work resulting from this review.

(title of signer) DATE
(firm name) (A/E)

Contracting Officer DATE

* Usually the date of exit meeting or the date of final review, if after exit meeting.

ATTACHMENT I

A/E's ESTIMATE OF ADJUSTMENT IN CONTRACT AMOUNT
EXPLANATORY NOTES

Adjustments in contract amount for changes in professional services beyond contract scope covered by FAR 52.243-1, CHANGES-FIXED PRICE, Alternate III (AUG 1987), and SPB 2, "Adjustment in Contract Amount Due to Changes," shall be computed and submitted in this format. The following explanatory notes relate to the preparation of Formats a & b.

FORMAT a:

Technical Supervision (Formats a & b)

Include only personnel directly supervising production of drawings, specifications, cost estimate and related work for the project, such as Group Captain, Job Captain, Squad Boss, etc. Do not include Top Management, Middle Management, and Lower Management personnel who are included in overhead.

Travel (Format a)

Travel covers cost of transportation relating to these changes in professional services beyond that required by the contract.

Columns (2), (3), (4) (Format a)

Summarize totals in Columns (2), (3) and (4) obtained from Format b. Use Format a for entering other professional service cost items.

Columns (5), (6), (7)

Use these columns for entering man-hours of personnel working on such items as design calculations, specifications and cost estimating.

FORMAT b:

Use for the analysis of estimated man-hours for changing or preparing drawings. Tabulate thereon the estimated man-hours for performing the work referenced in circled areas, Column (2), on specific drawings, Column (1). Also show the total number of man-hours for each type of work for each drawings, Column (8).

Include on Format b any explanation(s) that may be helpful in the review of the proposal.

Format a
A/E's ESTIMATE OF ADJUSTMENT IN CONTRACT AMOUNT - SUMMARY

WORK CATEGORIES (1)	ESTIMATED TIME IN MANHOURS					
	Supervis or (2)	Design er (3)	Draftsma n (4)	Other (Specify) (5) (6) (7)		
Drawings (Data from Format b)						
Design Calculations: Structural						
Electrical						
Mechanical						
Selection of Equipment						
Revision of Equipment						
Architectural - Structural Specification Section Nos.						
Mechanical-Electrical Specification Section Nos.						
Construction Time Duties						
Cost Estimating						
TOTAL						

TOTAL COST BREAKDOWN

1. Supervisor	_____ hrs.	@ \$ _____/hr.	\$ _____
2. Designer	_____ hrs.	@ \$ _____/hr.	\$ _____
3. Draftsman	_____ hrs.	@ \$ _____/hr.	\$ _____
4. Other	_____ hrs.	@ \$ _____/hr.	\$ _____
5. Other	_____ hrs.	@ \$ _____/hr.	\$ _____
6. Other	_____ hrs.	@ \$ _____/hr.	\$ _____
7. Total Design Costs (Lines 1 thru 6)			\$ _____
8. Overhead & Profit @ _____%		(Of line 7)	\$ _____
9. Total (Lines 7 and 8)			\$ _____
10. Blueprinting <u>1/</u>			\$ _____
11. Special Reproduction and Binding <u>1/</u>			\$ _____
12. Travel <u>1/</u>			\$ _____
13. Additional Item (Specify) _____			\$ _____
14. Additional Item (Specify) _____			\$ _____
15. GRAND TOTAL (Lines 9 thru 14)			\$ _____

1/ Use additional blank sheets to explain blueprinting charges, specification reproduction and binding charges, travel charges, etc., and other categories of work requiring explanation.

ATTACHMENT II
RELEASE OF CLAIMS

For and in consideration of the payments heretofore made, and payment of final installment now due by reason of performance of Contract No. _____, dated _____, the undersigned Architect-Engineer hereby releases and discharges the United States of America from any and all claims arising under or by virtue of said contract, except as follows:

(In this space describe and list in stated amounts excepted claims, if any; otherwise this release will be considered as free of all claims. If no claims reserved, insert NONE.)

IN WITNESS WHEREOF, This release has been duly executed this _____ day of _____.

Architect-Engineer

BY: _____
(Print or type name under signature)

Title (Print or type)

SPD 2 RECORD DRAWINGS

The Resident Engineer shall furnish to the A/E a marked-up set of prints showing all changes made during the construction period. The A/E shall incorporate into the drawings all significant changes marked-up by the Resident Engineer and, any significant changes made by solicitation amendments and construction contract modifications. The revision portion of title block shall be dated and noted "Record Drawings". The A/E shall prepare record drawings by making changes on the original contract drawings (with amendments posted). A copy of the up-dated original will be sent to the R/E for verification. Upon the verification of the R/E, the A/E will submit the originals to the Contracting Officer **in hard copy and on CD-ROM**. In case of pin-registration, the original mylar sheets must be updated and a new composite will be submitted to the Contracting Officer, after the R/E has reviewed a copy of the new composite and notified the A/E that it is acceptable. The A/E shall deliver the record drawings to the Contracting Officer within sixty (60) days after receiving the marked-up documents from the Resident Engineer. Submission shall be subject to the approval of the Contracting Officer as to quality and completeness.