

TABLE OF CONTENTS

SPECIAL PROVISIONS (ARCHITECT-ENGINEER CONTRACT)

Page No.

ARTICLE A
DESIGN DEVELOPMENT

SPA 1	Description of Task	A-1
SPA 2	Additional Requirements	A-3
SPA 3	Renderings	A-4
SPA 4	Models	A-5

ARTICLE B
COMPENSATION AND PAYMENTS

SPB 1	Fixed Fee for A/E Services	B-1
SPB 2	Adjustment in the Contract Amount Due to Changes	B-2
SPB 3	Schedule of Payments for A/E Services	B-2
SPB 4	Electronic Funds Transfer Payment Methods	B-3

ARTICLE C
SUBMISSION AND COMPLETION SCHEDULE

SPC 1	Review and Completion Schedule	C-1
SPC 2	Submissions for Design Review Materials	C-2
SPC 3	Memorandums of Agreement	C-2
SPC 4	Retention of Review Documents	C-2
SPC 5	Monthly Design Progress Report	C-2

ARTICLE D
REIMBURSEMENTS

SPD 1	Travel Expenses	D-1
SPD 2	Site Surveys, Subsurface and Other Investigation.....	D-2

ARTICLE E
GENERAL ITEMS

SPE 1	Definitions	E-1
SPE 2	Reference to Gender	E-2
SPE 3	Coordination with Station	E-2
SPE 4	Release of Information	E-2
SPE 5	Key Personnel	E-3
SPE 6	Permits and Licenses	E-4
SPE 7	Compliance with Codes and Standards	E-4
SPE 8	Document Library	E-5
SPE 9	Preservation of Historical and Archeological Data	E-5
SPE 10	Qualification of Designers	E-6
SPE 11	Timely Response	E-6
SPE 12	Ownership of Original Documents	E-6
SPE 13	Liability	E-6
SPE 14	Asbestos	E-7

GENERAL PROVISIONS

52.252-2	Clauses Incorporated By Reference. Alternate I (FEB 1998)	GP-1
52.216-1	Type of Contract (APR 1984)	GP-4
52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)	GP-5
	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-5
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	Memorandum of Agreement	CP-10

ATTACHMENTS

- I A/E's Estimate of Adjustment in Contract Amount
- II Release of Claims

SPECIAL PROVISIONS

ARTICLE A DESIGN DEVELOPMENT DOCUMENTS

SPA 1 DESCRIPTION OF TASK

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 Design Development Documents of the highest professional quality within the firm's capability illustrating the scale and relationship of project components for review and approval of the VA as further described in the applicable booklets listed in Supplement B which detail the minimum requirements for various A/E submissions. Services under these phases shall include, but not be limited to the following:

- (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, development of dimensions, 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. The A/E shall prepare economic analyses for the structural frame(s) and foundations for the buildings. He 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 and Electrical Design including heating, ventilating, air conditioning and refrigeration; steam generation (if applicable); plumbing, and fire protection, sanitary and electrical design with economic and energy analyses and all critical systems. All systems proposed shall have written description(s), with supporting engineering justification and calculations.

(6) Elevators, dumbwaiters and transport systems including recommendations for type, cost and location of all transport modes and terminals.

(7) Space Control report of the total gross area(s) of the facility(ies).

(8) Cost Estimate(s).

(9) Energy Impact Studies.

(10) Phasing Plans for Construction including making recommendations concerning construction contract arrangements and scheduling that will be advantageous to the VA in terms of cost and timing.

(11) Presentations and Review Submissions.

(b) **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 Architectural Design Manual in preparing Design Development 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. This 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.

(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.

SPA 3 RENDERINGS

The A/E shall prepare renderings (pictorial) presentations of professional delineator quality as described in material furnished by VA and consisting of:

_____ Black and White Elevation View(s)

_____ Black and White Perspective View(s)

_____ Elevation View(s) in Color

_____ Perspective View(s) in Color

For each rendering required above, provide the following:

- (a) Original rendering(s)
- (b) Full-size Color photograph(s) of rendering(s)
- (c) Colored 8" x 10" glossy prints (6 copies)
- (d) Color transparency, 8" x 10" (one copy)
- (e) Slide, 35 mm. 2" x 2" (one copy)
- (f) Color negative, 4" x 5" (one copy)

SPA 4 MODELS

The A/E shall prepare block and detail models of professional modeling quality consisting of:

_____ Small scale block model(s) showing relationship of building(s) to site.

_____ Moderate scale block model(s) of building(s) designed for the Project.

_____ Moderate scale detailed model(s) of building(s) designed for the Project showing interior and exterior design.

SPECIAL PROVISIONS

ARTICLE B
COMPENSATION AND PAYMENTS

SPB 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 several 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 \$ _____.

A/E SERVICES

Design Development Documents \$

TOTAL AMOUNT FOR ALL WORK UNDER THIS CONTRACT \$

SPB 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 form 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 CHANGES – FIXED-PRICE, ALTERNATE III (APR 1984).

SPB 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.

SPB 4 SCHEDULE OF PAYMENTS FOR A/E SERVICES

(a) Design Development 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.

(b) 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.

(c) 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.

(d) 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.

SPECIAL PROVISIONS

ARTICLE C
SUBMISSION AND COMPLETION SCHEDULE

SPC 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, D.C. office of the Contracting Officer.

SUBMISSION AND COMPLETION SCHEDULE

<u>ITEM</u>	<u>DATE</u>
<u>DESIGN DEVELOPMENT (1)</u>	
Deliver Material to VAMC and Contracting Office 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>DESIGN DEVELOPMENT (2)</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)	?

(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.

SPC 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 (Design Development) 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.

SPC 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.

SPC 4 RETENTION OF REVIEW DOCUMENTS

The A/E shall keep one copy of review documents containing VA remarks until final acceptance of the construction 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 construction contract, the A/E may then dispose of such documents.

SPC 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).

SPECIAL PROVISIONS

ARTICLE D REIMBURSEMENTS

SPD 1 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 the 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.

SPD 2 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 therefore accompanied by executed receipts, and,

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

No mark-up or profit shall be allowed in computing this cost.

SPECIAL PROVISIONS

ARTICLE E GENERAL ITEMS

SPE 1 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 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) 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.

SPE 2 REFERENCE TO GENDER

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

SPE 3 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.

SPE 4 RELEASE OF INFORMATION

The A/E shall not divulge or release any information, oral or written (including electronic), 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.

SPE 5 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

SPE 6 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 the compliance with requirements of applicable codes, ordinances and regulations.

SPE 7 COMPLIANCE WITH CODES AND STANDARDS

(a) VA construction shall be designed in compliance with applicable standards and codes described in Architectural Design Manual PG 18-10.

(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. Upon requests of such officials, 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.

(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, carrying out on-site inspections, 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.

SPE 8 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.

SPE 9 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.

SPE 10 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.

SPE 11 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.

SPE 12 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.

SPE 13 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.

SPE 14 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 firms 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 firms 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
Office of Facilities Management
Department of Veterans Affairs (VACO)
810 Vermont Avenue, NW
Washington, DC 20420

I hereby certify that the following is percent completion of 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

Invoice for Payment of Design Development

Date : _____

Invoice #: _____

Contracting Officer
Office of Facilities Management
Department of Veterans Affairs (VACO)
810 Vermont Avenue, NW
Washington, DC 20420

FOR PROFESSIONAL SERVICES RENDERED TO DATE:

RE: A/E CONTRACT NO. _____ PROJECT NO. _____
STATION _____

Installment for (Month, Year)

A. Contract amount for Design Development Documents plus related modifications that are to be paid based upon the percent of completed work, _____ x _____ percent completed = \$ _____

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

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

1. The A/E shall submit to the Contracting Officer a report of the gross area of his design at each of his submissions.
2. 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."
3. Area Computation: (See Diagram Below)
4. 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.

5. Special areas to be considered:
 - a. Exterior Stacks and Chimneys
Count free standing masonry stacks only once. Exterior masonry stacks attached to the building are counted on each floor. Exterior stacks that are not enclosed in masonry are not counted.
 - b. Areas which are not counted in gross area:
 - Pipe basement or crawl space
 - Areaways, either grided over or open
 - Cat-Walks
 - Outside ramps or steps (without cover)
 - Cooling towers
 - Exposed mechanical equipment enclosed with a screen wall but not roofed
 - Fuel tanks or pneumatic tanks placed underground
 - Oxygen storage tanks placed on a slab at ground level, enclosed by a fence or screen
 - Mezzanine or balcony in two-story rooms when mezzanine or balcony is a grille floor without equipment
 - Porches
 - Outside balconies
 - Areaways
 - Loading platforms
 - Covered driveways
 - Other roofed areas or passage without enclosing walls

CP 4 -- Continued

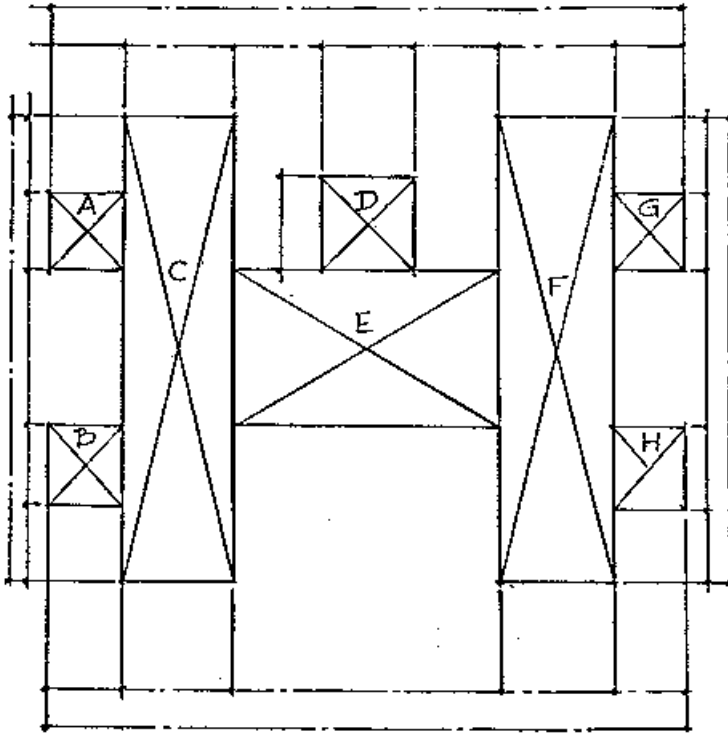


DIAGRAM SHOWING METHOD OF SUBDIVIDING BUILDING FOR GROSS AREA COMPUTATION

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:

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

(b) A copy of each bid.

(c) 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) 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 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 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)
(firm name) (A/E)

DATE

Contracting Officer

Area

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	Design er	Draftsma n	Other (Specify)		
	(2)	(3)	(4)	(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)

