

AWARD DATA

Orders May Be Placed Through 8/1/2011

Multi-Disciplinary Architect Engineer Services, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM

BLM Contract No.: L06PC90066 (HAC065M00)

BLM contact: Yuri Yoshida Dyson, Contracting Officer, 503-808-6229

Contractor: OTAK, Inc., 17355 SW Boones Ferry Rd., Lake Oswego,
Oregon 97035-5217, 503-635-3618

- A. Future task orders may be awarded with American Recovery and Reinvestment Act (ARRA) of 2009 funding. Therefore, in accordance with new Federal Acquisition Regulation requirements and Public Law 111-5 American Recovery and Reinvestment Act (ARRA) of 2009, add the following:

ARRA REPORTING REQUIREMENTS

In accordance with FAR 52.204-11 and FAR 4.15 contractors receiving awards, or modifications to existing awards, funded in whole or in part by American Recovery and Reinvestment Act (ARRA) funds must report on the use of those specific ARRA funds quarterly, on www.Federalreporting.gov A COPY OF THE REPORT SUBMITTED BY THE CONTRACTOR TO THE WEBSITE SHALL BE SUBMITTED TO THE CONTRACTING OFFICER IMMEDIATELY AFTER SUBMISSION. Failure of contractors to report the information in accordance with the following Reporting Schedule, who have received awards or modifications to awards utilizing ARRA funds, will be subject to actions equal to the remedies as described at FAR 32.503-6, Suspension or Reduction of Payments. Additionally, in accordance with FAR 42.1501(d), contractors who fail to report required ARRA information will be subject to having their Past Performance Profile annotated with a failure to comply with the terms and conditions of the contract, which may adversely affect the receipt of future awards.

Per FAR 52.204-11(c), invoices funded by ARRA funds during a given quarter shall be reported no later than the 10th day after the end of each calendar quarter. ARRA Reporting Requirements per FAR is contained within this contract in Section I.

Reporting Schedule:

Invoices funded by ARRA funds during:	Report no later than:
Quarter 1 (October 1 through December 31)	January 10
Quarter 2 (January 1 through March 31)	April 10
Quarter 3 (April 1 through June 30)	July 10
Quarter 4 (July 1 through September 30)	October 10

Section I – Architect-Engineer Services Clause

THE FOLLOWING CLAUSES ONLY APPLY TO THOSE CONTRACT ACTIONS (i.e. MODIFICATIONS, DELIVERY ORDERS/TASK ORDERS) FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA). ADDITIONALLY, THE AFOREMENTIONED CONTRACT ACTIONS ARE SUBJECT TO ARRA REPORTING REQUIREMENTS IN ACCORDANCE WITH FAR 52.204-11. ALL OTHER CONTRACT ACTIONS NOT FUNDED BY ARRA ARE SUBJECT TO THE

ORIGINAL TERMS AND CONDITIONS AS DETERMINED BY THE CONTRACT OR
PURCHASE ORDER.

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICANS RECOVERY AND REINVESTMENT ACT OF 2009

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

52.204-11 RECOVERY AND REINVESTMENT ACT -- REPORTING REQUIREMENTS

(a) *Definitions.* As used in this clause—

“Contract”, as defined in FAR [2.101](#), means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by [31 U.S.C. 6301](#), *et seq.* For discussion of various types of contracts, see FAR [Part 16](#).

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked

divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
 - (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
 - (6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.
- (1) The Government contract and order number, as applicable.
 - (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government’s on-line reporting tool.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
 - (6) An assessment of the contractor’s progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50

percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

- (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR [2.101](#)). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
- (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.

- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

DELETE 52.204-11 dated JUN 1999 and 52.244-6 dated FEB 2006 and REPLACE with the following:

52.204-11 Audit and Records – Negotiation Alternate 1
52.244-6 Subcontracts for Commercial Items

MAR 2009
MAR 2009

B. Contract Price: No change.

SCHEDULE B - SCHEDULE OF ITEMS

This is a five-year indefinite-delivery, indefinite-quantity type of contract for architect-engineer (A-E) services specified on Bureau of Land Management (BLM) and other federal lands primarily in Oregon and Washington. Offer shall be submitted for all items as listed below. These prices will be used to determine the price of each task order.

FEE SCHEDULE FOR ARCHITECT-ENGINEER SERVICES

The hourly rates and other prices in the fee schedule shown below shall include all direct and indirect costs (except copying costs under Item 11, travel, and per diem) and general and administrative overhead.

<u>PERSONNEL CLASSIFICATION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1. ARCHITECTURAL					
1A Principal in Charge	_____	_____	_____	_____	_____
1B Project Manager	_____	_____	_____	_____	_____
1C Project Architect	_____	_____	_____	_____	_____
1D Architect	_____	_____	_____	_____	_____
1E Junior Architect	_____	_____	_____	_____	_____
1F Specification Writer	_____	_____	_____	_____	_____
1G Cost Estimator	_____	_____	_____	_____	_____
1H Draftsman	_____	_____	_____	_____	_____
1I Typist	_____	_____	_____	_____	_____
1J Accessibility/Engineer Specialist	_____	_____	_____	_____	_____
1K Contract Administrator	_____	_____	_____	_____	_____

SCHEDULE B - SCHEDULE OF ITEMS - continued

PERSONNEL CLASSIFICATION	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
2. CIVIL					
2A PIC - Sr. PM - Civil	_____	_____	_____	_____	_____
2B Project Manager	_____	_____	_____	_____	_____
2C Project Engineer	_____	_____	_____	_____	_____
2D Civil Engineer	_____	_____	_____	_____	_____
2E Junior Engineer	_____	_____	_____	_____	_____
2F Specification Writer	_____	_____	_____	_____	_____
2G Cost Estimator	_____	_____	_____	_____	_____
2H Draftsman	_____	_____	_____	_____	_____
2I Typist	_____	_____	_____	_____	_____
3. STRUCTURAL					
3A Project Manager	_____	_____	_____	_____	_____
3B Project Engineer	_____	_____	_____	_____	_____
3C Structural Engineer	_____	_____	_____	_____	_____
3D Junior Engineer	_____	_____	_____	_____	_____
3E Specification Writer	_____	_____	_____	_____	_____
3F Cost Estimator	_____	_____	_____	_____	_____
3G Draftsman	_____	_____	_____	_____	_____

3H Typist _____

Solicitation No. HAR062012

SCHEDULE B - SCHEDULE OF ITEMS - continued

<u>PERSONNEL CLASSIFICATION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
4. MECHANICAL					
4A Project Manager	_____	_____	_____	_____	_____
4B Project Engineer	_____	_____	_____	_____	_____
4C Mechanical Engineer	_____	_____	_____	_____	_____
4D Junior Engineer	_____	_____	_____	_____	_____
4E Specification Writer	_____	_____	_____	_____	_____
4F Cost Estimator	_____	_____	_____	_____	_____
4G Draftsman	_____	_____	_____	_____	_____
4H Typist	_____	_____	_____	_____	_____
5 ELECTRICAL					
5A Project Manager	_____	_____	_____	_____	_____
5B Project Engineer	_____	_____	_____	_____	_____
5C Electrical Engineer	_____	_____	_____	_____	_____
5D Junior Engineer	_____	_____	_____	_____	_____
5E Specification Writer	_____	_____	_____	_____	_____
5F Cost Estimator	_____	_____	_____	_____	_____
5G Draftsman	_____	_____	_____	_____	_____
5H Typist	_____	_____	_____	_____	_____

SCHEDULE B - SCHEDULE OF ITEMS - continued

PERSONNEL CLASSIFICATION	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
6. GEOTECHNICAL					
6A Project Manager	_____	_____	_____	_____	_____
6B Project Engineer	_____	_____	_____	_____	_____
6C Senior Geologist	_____	_____	_____	_____	_____
6D Geologist	_____	_____	_____	_____	_____
6E Soils Engineer	_____	_____	_____	_____	_____
6F Driller	_____	_____	_____	_____	_____
6G Driller Helper	_____	_____	_____	_____	_____
6H Lab Manager	_____	_____	_____	_____	_____
6I Draftsman	_____	_____	_____	_____	_____
6J Typist	_____	_____	_____	_____	_____
7. LANDSCAPE ARCHITECT					
7A Sr. Landscape Arch.	_____	_____	_____	_____	_____
7B Jr. Landscape Arch.	_____	_____	_____	_____	_____
8. FIELD SURVEYS					
8A Project Manager	_____	_____	_____	_____	_____
8B Sr. Prof. Land Surveyor	_____	_____	_____	_____	_____

8C Prof. Land Surveyor _____

8D OR-Certified Water
Rights Examiner _____

Solicitation No. HAR062012

SCHEDULE B - SCHEDULE OF ITEMS - continued

PERSONNEL CLASSIFICATION	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
9 TOPOGRAPHIC SURVEYS - <u>DAILY FEE</u>					
9A Two-man Crew w/ Data Collector	_____	_____	_____	_____	_____
9B Three-man Crew w/ Data Collector	_____	_____	_____	_____	_____
10 ENVIRONMENTAL					
10A Senior Scientist	_____	_____	_____	_____	_____
10B Scientist	_____	_____	_____	_____	_____
10C Junior Scientist	_____	_____	_____	_____	_____
10D Senior Planner	_____	_____	_____	_____	_____
10E Planner	_____	_____	_____	_____	_____
10F Junior Planner	_____	_____	_____	_____	_____
10G Graphics	_____	_____	_____	_____	_____
10H Typist	_____	_____	_____	_____	_____
11 OTHER RATES - <u>UNIT PRICE</u>					
11A Blueline Repro. (ea)	_____	_____	_____	_____	_____
11B Copies 8 ½ x 11 (ea)	_____	_____	_____	_____	_____

PERFORMANCE TIME: To be determined by task order.

ESTIMATED START WORK DATE: Date of Award

The minimum guarantee is \$100,000. The total value of the contract will not exceed \$5,000,000.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.0 GENERAL

The Contractor shall provide multidisciplinary A-E services for advance project planning, design services, and construction management of facilities on BLM and other federal lands primarily in Oregon and Washington. These facilities typically consist of buildings; utilities including electrical systems, water and sewage systems, communications and security systems, plumbing systems, and HVAC systems; roads and trails; bridges (OR/WA BLM Annual Bridge Inspection Program is conducted by FHWA); dams, dikes, canals, pumps and water control structures; raceways and holding ponds; fish ways; fish ladders, fish screens and spawning channels; docks, piers and bulkheads; fences and gates; visitor facilities; and wildlife habitat. Other federal agencies may also place orders. Work may include architectural, structural, mechanical, electrical, sustainability, civil, environmental, geotechnical, and landscaping capabilities plus related support.

C.1.1 Description of Work

The services to be provided will be divided into three main categories as follows:

- C.1.1.1 Advance Project Planning: Services in this category include the gathering, analysis and documentation of data required to establish program requirements for project justification, budgeting and design of the project including but not limited to:
- a. Project identification including discussions of project location, history, functions and scope.
 - b. Physical planning including the conduct of topographic or engineering surveys, condition surveys, soil investigations, studies of cultural resources and regulatory requirements and floodplain or tidal assessments.
 - c. Time planning to establish a project schedule.
 - d. Financial planning including cost estimates for budgeting and the identification of direct and indirect costs, and contingency and escalation factors.
 - e. Schematic design including access site development, utilities, preliminary plans, elevations and details, design controls, specifications and operational requirements.
 - f. Publication of planning reports and related documents.
 - g. Development of physical models for planned projects.

- C.1.1.2 Design: Services in this category include the design/documentation for construction of new facilities and the rehabilitation or maintenance of existing facilities by contract or force account means including the preparation of plans, specifications, bidding schedules and cost estimates as follows:
- a. Architectural design/documentation services including site and building elevations and sections, building systems and materials and dimensions, areas and volumes.
 - b. Structural design/documentation services including structural materials and systems.
 - c. Mechanical design/documentation services including energy sources, energy conservation, heating and ventilating, air conditioning, plumbing, fire protection, special mechanical systems, process systems and general space requirements.
 - d. Electrical design/documentation services including power service and distribution, lighting, telephones, fire detection and alarms, security systems, electronic communications, special electrical systems and general space requirements.
 - e. Civil design/documentation services including on-site utility systems, sewage treatment systems, fire protection systems, drainage systems, earthwork, paving, and bank protection.
 - f. Landscape design/documentation services including materials, systems and equipment for land forms, lawns and planting.
 - g. Geotechnical design/documentation services including soil investigations, dams, slides, and quarry development.
 - h. Environmental design/documentation services including hazardous materials, cultural resources, fish and wildlife resources, and biological sciences as relate to engineering projects.
- C.1.1.3 Construction Management: Services in the category include management of all actions required to complete the proposed facility from contract award or start of construction to acceptance including the warranty period as follows:
- a. Contract administration including the approval and modifications to project schedules, preparation of progress and final payments, verification of labor requirements, verification of safety and health requirements and maintenance of a filing system for all contract documents.
 - b. Checking and approving, annotating, referring or rejecting submittals.

- c. Field inspecting of all construction work to ensure compliance with contract requirements.
 - d. Administering contract modifications.
 - e. Conducting site visits as required to evaluate progress.
 - f. Conducting a final inspection and preparing a final list of defects and omissions.
 - g. Preparation of as-built drawings to serve as record documentation for the project.
 - h. Preparing and submitting a complete operations and maintenance manual for all mechanical and electrical equipment.
 - i. Providing technical support to the CO if claims arise.
- C.1.2 Location of Work - The geographical area for this work will be federal lands primarily in Oregon and Washington. The exact location and applicable maps will be furnished with each task order.
- C.1.3 Safety - The Contractor shall strictly adhere to all applicable Federal and State safety regulations. Any additional safety conditions and/or requirements, as applicable, will be furnished with each task order.
- C.2.0 DEFINITIONS - NONE.
- C.3.0 CONTRACTOR-FURNISHED ITEMS
- The Contractor shall furnish all materials, supplies, and equipment not furnished by the Government unless otherwise stated in each task order. The Contractor shall furnish qualified, experienced staff necessary to perform work specified in each task order. When specific key personnel are designated in the task order to perform certain functions, no substitutions shall be made without prior approval of the CO.
- C.4.0 GOVERNMENT-FURNISHED PROPERTY
- Government property to be furnished, if any, will be as specified in each task order.
- C.5.0 SPECIFIC TASKS
- C.5.1 The scope of work for each task order will identify permits, licenses, and approvals required. The Contractor shall obtain necessary permits, licenses, and approvals from all local, state and Federal authorities. The Government will be responsible for payment of permit fees.

- C.5.2 The Contractor shall furnish preliminary studies, sketches, and layout plans and reports (including cost estimates) of proposed projects and all structures, utilities, and other items appurtenant thereto. The number of copies of the preliminary documents to be furnished to the Government will be set forth in each task order. The time for review by the Government of the preliminary documents will also be specified in each task order.
- C.5.3 The Contractor shall furnish the number of final sets, interim sets, and copies of the work set forth in each task order.
- C.5.4 The Contractor shall assure complete, competent, properly coordinated, and thoroughly-checked design documents.
- C.5.5 The Contractor shall maintain security practices to prevent disclosure of information about projects under this contract to any individual or firm other than to the CO except as may be required to obtain quotations for materials and supplies for subcontract work.
- C.5.6 The Contractor shall perform specific tasks and provide applicable drawings, maps, illustrations, and other necessary data in accordance with each task order.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 LOCATION

E.1.1 The place of final inspection and acceptance for advance project planning and design services called for in Section C shall be the Oregon State Office of the Bureau of Land Management, located in Portland, Oregon unless another location is specified in the task order.

E.1.2 The place of final inspection and acceptance for construction management services called for in Section C shall be the particular field station where the work is accomplished. This location will be specified in each task order.

E.2.0 PAYMENT

E.2.1 Measurement

E.2.1.1 Travel and Per Diem: In accordance with P.L. 99-234 "Federal Civilian Employee and Contractor Travel Expense Act of 1985", travel-related expenditures for Contractor's personnel will be restricted to the limits established for federal employees. This includes mileage rates for automobiles. The rates for each location will be provided in each request for a cost proposal.

E.2.1.2 Not-to-Exceed Ceiling: The total value of this contract, inclusive of all delivery orders, shall not exceed \$5,000,000 without modification of this limit by the CO. The inclusion of this dollar amount is not a commitment to provide work at that level.

E.2.2 Method of Payment

E.2.2.1 Payment will be made in accordance with Clause 52.232-10, contained in Section I. An original of all vouchers shall be submitted to the COR. Each monthly voucher must reflect the Contractor's estimate of the amount and value of the work performed under each task order. If one voucher is submitted monthly incorporating all outstanding task orders, each task order must be treated separately within the voucher.

E.2.2.2 Fee Limitation. Per the Brooks Act, a statutory fee limitation of six percent of estimated construction costs applies to the preparation of designs, plans, drawings, and specifications.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 ISSUANCE OF TASK ORDERS.

The CO or a designated representative will issue Statements of Work and Requests for Price Proposals. This will describe the work to be performed, the deliverable items, and the required time period for completion.

F.1.1 Task Order Proposals

F.1.1.1 The Contractor shall submit a proposal for this effort within ten calendar days (unless the request for proposal specifies a different period). The Contractor shall use the pricing schedule for the various labor and other price categories. Price proposals shall identify whether cost elements are subject to the 6% statutory fee limitation (see E.2.2.2).

F.1.1.2 Items subject to the limitation include the following:

- Conceptual design services
- Preliminary working drawings, working drawing services
- Post construction contract services (clarification of drawings or specifications)
- Preparation of bid packages
- Landscape design
- Interior space design
- Reproduction costs (incidental to preparing contract documents)
- Services for work that must be part of the base construction contract.

F.1.1.3 Items not subject to the limitation include:

- Investigative services such as pre-design programming, existing facility investigation, feasibility studies, surveys, soil borings and testing service, environmental studies, site selection, historic preservation studies.
- Special consultant services such as exhibit design, interior space design, fire safety, acoustical design, food service facilities, special energy services, traffic, graphic communications services.
- Travel costs
- Display models and rendering
- Postage and telephone costs
- Master planning
- Post construction contract services (checking shop drawings, sample approvals)
- Compiling operating and maintenance manuals
- Other services not integral to production and delivery of designs, plans, drawings and specifications.

F.1.2 Profit will be determined on each task order, based upon the complexity of the work, the uniqueness of the work, reliability of cost estimates, Contractor support of federal socio-economic programs, Contractor efforts on cost control and productivity improvement.

F.1.3 After the number of hours, categories, and profit have been determined on a project, the CO will issue a firm fixed-price task order for the effort. See sample task order in Section J. The CO or a designated representative is the only individual authorized to issue Request for Cost Proposals and task orders under this contract.

F.2.0 COMMENCEMENT OF WORK ON INDIVIDUAL TASK ORDERS

The Contractor shall begin work within five (5) calendar days after receipt of a task order, unless otherwise directed by the CO.

F.3.0 COMPLETION OF TASK ORDER

Each task order will be considered to be completed when all materials and data have been delivered to the CO and the CO has issued a written determination that the delivered product conforms to the requirements of this contract and the task order.

F.4.0 DELIVERABLES

The specific material and data required will be specified in each task order. Unless specified otherwise in the task order, all deliverables should be addressed to the Contracting Officer's Representative (COR) at the following address:

Bureau of Land Management
Branch of Engineering Support Section
P.O. Box 2965
Portland, Oregon 97208

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

G.2.0 TASK ORDER MANAGER

"Task Order Manager (TOM)" means the person designated by the CO to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND TASK ORDER MANAGER

G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Task Order Manager is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 As task orders are issued, the COR will issue to the Contractor a written notice to proceed.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

G.5.0 RELEASE OF CLAIMS

Release of claims (Form DI-137) - Following the completion of contract work, a release of claims form will be sent to the contractor for signature. As provided under FAR 52.232-26, the due date for final payment will be 30 days after the contractor furnishes the Release of Claims to the paying office.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 PRE-WORK CONFERENCE

After award, a pre-work conference will be held between the Contractor and the COR. The date and time of the meeting shall be determined by the COR and the Contractor in consultation. Discussions relative to contract requirements and the specific responsibilities of each party will be conducted at this time.

H.2.0 KEY PERSONNEL

The personnel specified in the Contractor's SF-330 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the CO.

SECTION I - ARCHITECT-ENGINEER SERVICE CLAUSES

(current through Federal Acquisition Circular 2005-09 - asterisked clauses are included in full text)

52.202-1	Definitions - Alternate I	(JULY 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(SEP 2005)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JAN 2005)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(OCT 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(JUL 2005)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(JUL 2005)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2006)
52.222-35	Equal Opportunity for Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(JUL 2005)
52.222-42	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-14	Toxic Chemical Release Reporting	(AUG 2003)

52.225-1	Buy American Act - Balance of Payments Program - Supplies	(JUN 2003)	
52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2006)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.229-3	Federal, State, and Local Taxes	(APR 2003)	
52.232-8	Discounts for Prompt Payment	(FEB 2002)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-10*	Payments under Architect-Engineer Contracts	(AUG 1987)	
52.232-17	Interest		(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	(OCT 2003)	
52.232-34	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)	
52.233-1	Disputes -- Alternate I (DEC 1991)	(JUL 2002)	
52.233-3	Protest After Award	(AUG 1996)	
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)	
52.236-22*	Design Within Funding Limitations	(APR 1984)	
52.236-23*	Responsibility of the Architect-Engineer Contractor	(APR 1984)	
52.236-24*	Work Oversight in Architect-Engineer Contracts	(APR 1984)	
52.236-25*	Requirements for Registration of Designers	(JUN 2003)	
52.242-13	Bankruptcy	(JUL 1995)	
52.242-14	Suspension of Work	(APR 1984)	
52.243-1	Changes - Fixed-Price (AUG 1987) -- Alternate III	(APR 1984)	
52.244-4*	Subcontractors and Outside Associates and Consultants	(AUG 1998)	
52.244-6	Subcontracts for Commercial Items	(FEB 2006)	
52.245-4	Government-Furnished Property (Short Form)	(JUN 2003)	
52.246-25	Limitation of Liability - Services	(FEB 1997)	
52.248-2	Value Engineering - Architect-Engineer	(MAR 1990)	
52.249-7	Termination (Fixed-Price Architect-Engineer)	(APR 1984)	
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)	
52.253-1	Computer Generated Forms	(JAN 1991)	
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)	
1452.204-70*	Release of Claims - Department of the Interior.	(JUL 1996)	

SECTION I - ARCHITECT-ENGINEER SERVICE FULL-TEXT CLAUSES

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from five years from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for single item in excess of \$500,000;
- (2) Any order for a combination of items in excess of \$500,000;
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order

exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after a period of six years after contract award.

52.232-10 PAYMENTS UNDER FIXED-PRICE A-E CONTRACTS (AUG 1987)

(a) Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor under this contract which meet standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer

of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. If the Government exercises the option under the Option for Supervision and Inspection Services clause, progress payments as provided for in (a) and (b) above will be made for this portion of the contract work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor 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 any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

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

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

prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract will be delineated within each work order.

52.236-23 RESPONSIBILITY OF THE A-E CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS. (AUG 1998)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

1452.204-70 RELEASE OF CLAIMS (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

SECTION J - LIST OF ATTACHMENTS

Sample Task Order

SAMPLE TASK ORDER

To: _____

From: Bureau of Land Mgmt.
Branch of Procurement. Mgmt.
P.O. Box 2965 (OR952)
Portland, OR 97208

Contract No.: _____
Solicitation No.: _____
Response Date: _____
Modification No.: _____

Item No.: _____
Task Order No.: _____
Task Order Date: _____
Modification Date: _____

Description:

Accounting and Appropriation Data (If required)

Name and Title of Signer for Contractor

Name of Ordering Officer

Contractor's Signature Date

Ordering Officer's Signature Date

