

STATEMENT OF INDEFINITE QUANTITY ARCHITECT-ENGINEER SERVICES FOR ARCHITECTURAL PROJECTS IN JAPAN

- Ref: (a) Unified Facilities Criteria (UFC) 1-300-9N, Design Procedures, available on the National Institute of Building Sciences Whole Building Design Guide (WBDG) website: http://www.wbdg.org/references/pa_dod.php
- (b) Department of the Army, Manual No. EM 385-1-1, Safety and Health Requirements, Current Version
- (c) NAVFAC FE CADD Standard, Current Version
- (d) Japan Environmental Governing Standards (JEGS), Current Version

1. SCOPE OF WORK

- a. The Architect-Engineer (A-E) shall provide design and engineering services for the preparation of plans, specifications, design analyses, cost estimates, studies, DD1391s, and design-build requests for proposal (RFPs) for Architectural projects at various locations in Japan. Cost estimates shall be prepared and based in Japanese Yen and subsequently converted to U.S. Dollars. Applicable exchange rates for each project may be obtained from the Contracting Officer (KO).
- b. Post Construction Award Services (PCAS) may also be included as required.
- c. Work shall be performed in accordance with references (a) through (d) and, as applicable, other U.S. and Japanese regulations.

2. PROJECT DEVELOPMENT. Each project will be issued as a negotiated task order against the basic contract.

- a. Project Schedule: The project schedule will be set up separately for each task order. Normally, the Government review time will be 14 days after submittal. For projects with urgent completion dates, “over the shoulder” review conferences may be scheduled.
- b. Submittal Items: The items to be submitted shall be as indicated in reference (a) or as specified in the scope of work for each project. Some submittals will need to be shipped or delivered directly to specific customers to arrive on the required schedule. Each submittal shall include all annotated review copies and review comment sheets from the previous submittal indicating the action(s) taken by the A-E.
- c. Reproduction Requirements: All reproduction requirements will be summarized in the scope of work for each project.

3. SPECIAL REQUIREMENTS. The A-E shall be responsible for the following as applicable for each task order issued:

- a. Accident Prevention Plan. The A-E shall prepare and submit an Accident Prevention Plan (APP) for approval by NAVFAC prior to each field investigation performed under this contract. The APP must be prepared in accordance with reference (b) and local laws and regulations. The prime A-E will prepare the APP for the entire team, with the sub-consultants submitting their respective hazard analysis for incorporation into the prime's package. The individual task order Statement of A-E Services (SAES) may require the onsite presence of a contractor Site Safety and Health Officer (SSHO). In such cases, the Contractor shall submit, along with the APP, the project specific SSHO Qualifications meeting the requirements of reference (b), section 1. Unless otherwise stated in the task order SAES, the contractor SSHO and project manager may be the same person, as long as the individual identified as the SSHO is on-site at all times while work is being performed.

NOTE: Host Nation Safety training will be considered to be equivalent to the 30 hour OSHA Construction safety class training requirement. The Japan Construction Occupational Safety and Health Association (JCOSHA) provides the construction safety course "Course for Construction Site Managers (project site manager / construction chief)", which is an acceptable equivalent to the 30-hour OSHA Construction Safety Course mentioned above. Completion of this training will fulfill the requirements of item b. above. This training can be viewed at the JCOSHA web site.

<http://www.kensaibou.or.jp> or
<http://www.kensaibou.or.jp/english>

- b. Design Quality Control. Conduct a formal quality check and coordination of the submittals. This check shall be conducted by a "third party," meaning the review must be accomplished by an individual or individuals who did not work on the original project. The final submittal shall include a completed review checklist.
- c. Fire Protection: Consultation between the A-E and the NAVFAC FE Fire Protection Engineer may be coordinated to discuss project requirements such as water flow tests, fire protection design analysis, and verification of water supply, as well as other fire protection and life safety related issues.
- d. Asbestos and Other Hazardous Materials: The presence of asbestos containing material (ACM) and/or other hazardous materials is a possibility. During the course of normal field investigation and research of available records, the A-E shall attempt to identify materials or conditions which may impact project performance and cost.

- (1) If ACM or other hazardous materials are encountered, survey/identify and prepare removal plans for the material in accordance with applicable codes, rules, and regulations.
 - (2) The initial survey shall be conducted under the basic services of each contract, but sampling and/or lab testing would not be required unless specifically included in the scope of work.
- e. Provisions for the Handicapped. The A-E shall ensure that project designs/RFP requirements are developed in accordance with all applicable codes and regulations regarding accessibility and use by the physically handicapped.
- f. Sustainable Design. The A-E shall consider integration of sustainable strategies and features into the design of all facilities and infrastructure projects. Where identified in the individual task order SAES, projects covered under this contract shall be required to incorporate sustainable development strategies and features to the greatest extent possible, while maintaining consistency with mission, budget and client requirements, in accordance with UFC 1-200-02.
- g. Design for Maintainability. The A-E shall consider the maintainability of the facility. A summarization of maintainability considerations must be included in the basis of design.
- h. Electronically Prepared Documents and Drawings. All drawings and documentation provided under this contract shall be accomplished and developed using computer-aided design and drafting (CADD) software and procedures conforming to the following criteria.
- (1) Graphic Format. All drawings shall be supplied in AutoCAD format in accordance with reference (c).
 - (2) Delivery Media and Format.
 - (a) Electronic digital data and files shall be provided on CD-ROM in ISO9660 format.
 - (b) The A-E firm may prepare contract specifications using the SPECSINTACT program, which is available on the WBDG website and other sources. Note that many Uniform Guide Specifications must be adapted for use in Japan. Specification files may also be submitted in Microsoft Word 2010 (or later) format. The A-E shall be responsible for ensuring that any files prepared using the Japanese language version of Microsoft Word will display and print properly when opened using the English language version of the software. Files must be formatted for printing on standard 'US letter' size paper.
 - (c) Spreadsheet files shall be submitted in Microsoft Excel 2010 (or later) format. Files must be formatted for printing on standard 'US letter' size paper.
 - (d) Final design submittals shall include "ready to advertise" PDF format

electronic copies of project drawings and specifications, prepared in accordance with reference (a). PDF format copies of drawings, specifications and other documents may also be required for preliminary and pre-final review submittals. All PDF files shall have bookmarked sections.

(e) Documents such as studies or bases of design that often contain scanned photographs, hand-written calculations, and catalog cuts shall be submitted in Adobe Acrobat "PDF" format which will allow the document to be viewed in its entirety on a computer.

(f) All documents and files shall be prepared in the English language.

- i. Government Property. All U.S. Government provided information such as printed or electronic drawings, maps, and reference materials remain the property of the U.S. Government and will be returned upon completion of the project. All documented procedures, customized software, applications enhancements, and electronic data developed under this contract become the property of the U.S. Government. Upon final delivery of the requirements identified in the statement of work for each delivery order, software code and electronic data shall be removed from the Consultant's systems. Under no circumstances, without written authorization from the Contracting Officer, will electronic data and information developed from this project be used in the public or private sectors for demonstrations or commercialization. At the completion of the project tasking and after the deliverables have been forwarded and accepted by the Contracting Officer, the contractor will provide written notification that the software and data have been removed from their system.
- j. Base Badges. All personnel associated with the design team shall obtain a pass for base access. The project manager/engineer shall obtain a base pass with escort privileges.
- k. Non-Disclosure. The A-E may be required periodically throughout the duration of the contract to review submittals from third-parties that are procurement sensitive or are proprietary in nature. For example, the A-E may be required to review source selection information, contractor bid and proposal documents, or other proprietary or procurement sensitive information. The A-E shall submit a standard nondisclosure from at the start of the contract and may be required to execute non-disclosure agreements with the providers of proprietary data.

4. A-E FEE PROPOSAL

- a. For each task order contract the A-E will be required to submit a fee proposal, including the hourly rates, unit costs, and overhead and profit rates proposed and required by the services specified in each SAES. The A-E shall submit with backup sheets itemized as outlined below or as outlined for each individual project:

- (1) Meeting/Site investigation
- (2) Data Analysis/Reports
- (3) Specialist consultation services, if required
- (4) Air/land travel and per diem expense, if authorized
- (5) Document reproduction
- (6) Post Construction Award Services, if applicable

b. Include a summary of all subcontracted effort in Section II, "CONSULTANTS/ SUBCONTRACTORS", supported with itemized backup sheets, including man-hours and hourly rates, overhead, profit, and miscellaneous costs for each subcontractor/consultant.

c. Where the use of equipment will be provided in the A-E proposal, provide a detailed breakdown or provide an invoice/cost estimate for the rental cost or unit cost being requested. The unit cost per time period being requested shall match the time period provided in the invoice/cost estimate.

5. POST CONSTRUCTION AWARD SERVICES (PCAS). PCAS shall be a pre-priced option for each design project. PCAS typically includes review of construction submittals; all submissions to local authorities for permits, approvals, etc.; re-submissions and completion submissions up to certificate of statutory completion (CSC) to authorities if required; office consultation; and preparation of "as-built" drawings. Field consultation may be required for some projects as determined by the Design Manager (DM).

6. RECORD OF COMMUNICATIONS. Provide a written record of each discussion and conference to the DM within one week of the event. The record shall include a statement regarding the effect of guidance received relative to the scope, cost, and schedule of the project.

7. RELEASE OF INFORMATION. Information furnished to the A-E or developed as part of the contract requirements (such as drawings, specifications, and cost estimates) shall not be divulged to anyone (except to the A-E's sub-contractors and consultants as may be necessary for their participation in the project), without the written consent of the Contracting Officer. Publicity regarding the work under the contract shall be approved by the Contracting Officer before release.

8. AVOIDANCE OF CONFLICTS OF INTEREST. The A-E firm and its subsidiaries, affiliates, or subcontractors which design or prepare specifications for a construction contract cannot provide design or construction services for the same contract. This includes concept designs, design-build requests for proposals, facility studies, environmental assessments, or other activities that identify the scope of a project and its estimated cost.

9. CONFLICTS WITH REFERENCE MATERIAL. Where conflicts occur between the SAES and reference (a) and/or other Unified Facilities Criteria, and/or other reference documents as provided for each project, the SAES will generally govern. The A-E should consult with the DM for resolution in any case of conflict. Final determination of the governing condition will rest with the Contracting Officer (KO).

10. REPRESENTATIVES. A Contracting Officer's Representative (COR) will be named for the basic IDIQ Contract and in each task order. Each COR represents the Contracting Officer for purposes of administering this contract and its task orders in accordance with 5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994) in the contract. Coordinate all technical matters with the COR and keep them informed on the progress of work and of any problems encountered.