

Architect-Engineer Guide

Scope

The purpose of this Architect-Engineer (A-E) Guide is to inform A-E firms of the general administrative and technical requirements for providing professional services and products relative to their contract with the U.S. Army Corps of Engineers, Sacramento District (SPK). It supplements *EP 715-1-7 Architect-Engineer Contracting* [<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep715-1-7/entire.pdf>] and the A-E Statement of Work.

Policy

The A-E Guide applies to A-E firms and members of the Sacramento District staff involved in A-E contract management and administration. It is assumed that the A-E selection process shown in the *Purchasing of Services [PROP08L0]* has been completed and a notification of selection has been transmitted to the A-E. The A-E Firm will begin with the review of the statement of work, criteria and preparation of financial data after the security clearance is obtained. This applies to all types of A-E contract actions including but not limited to: Fixed Price Contracts, Indefinite Delivery Contracts, Task Orders, etc.

Responsibility

The Chief of A-E Administration Section is responsible for administration of the A-E Guide.

The A-E Administration Section is responsible for coordinating any necessary revisions to the A-E guide within Sacramento District, Engineering Support Branch and Engineering Division. The A-E Administration Section will also assure that this publication is referenced within the statement of work when applicable.

The Project Manager is responsible for referring to this publication in the A-E statement of work, when applicable.

The A-E Firm is responsible for thoroughly reviewing the A-E Guide prior to submission of an A-E cost proposal. The A-E Guide becomes part of the A-E firm's contract when referenced within the A-E statement of work. Therefore, it is essential that the A-E Guide be referred to throughout the execution of the A-E contract. Should there be a conflict between the contract statement of work and the A-E guidance, the contract statement of work shall take precedence. Special emphasis should be placed on scope and cost limitations and the requirements for contract deliverables. Questions and/or conflicts concerning the requirements of this publication should be immediately addressed to the Sacramento District main point of contact (COE POC) designated within the statement of work.

Distribution

A-E Firm

Chief of A-E Administration Section

Chief of Engineering Division

Assistant Chief of Engineering Division

Chief of Engineering Support Branch

Chief of Design Branch

Chief of Geotechnical & Environmental Engineering Branch

A-E Responsibility Coordinator

Chief of Service and Supply Branch, Contracting Division

A-E Branch, Contracting Division

Project Manager

A-E Negotiator

Small and Disadvantaged Business Utilization (SADBU) Advisor

Ownership

The Chief of A-E Administration Section
[William.D.MulleryD@usace.army.mil?Subject=REFP13L0 - Architect-Engineer Guide] is responsible for ensuring that this document is necessary and that it reflects actual practice.

References

Refer to:

- *Federal Acquisition Regulation (FAR)* [<http://www.arnet.gov/far/>]
- *FAR Subpart 24.2 - Freedom of Information Act*
[[http://www.acqnet.gov/far/current/html/Subpart 24_2.html](http://www.acqnet.gov/far/current/html/Subpart%2024_2.html)]
- *FAR Subpart 36.6 - Architect-Engineer Services*
[[http://www.acqnet.gov/far/current/html/Subpart 36_6.html](http://www.acqnet.gov/far/current/html/Subpart%2036_6.html)]
- *FAR 52.227-14 Rights in Data - General*
[http://www.arnet.gov/far/current/html/52_227.html - 1109286]
- *FAR 52.232-10 Payments under Fixed-Price Architect-Engineer Contracts*
[http://www.arnet.gov/far/current/html/52_232.html - 1107121]
- *FAR 52.232-26 Prompt Payment for Fixed-Price Architect-Engineer Contracts*
[http://www.arnet.gov/far/current/html/52_232.html - 1107573]
- *FAR 52.326-23 - Responsibility of the Architect-Engineer Contractor*
[http://www.acqnet.gov/far/current/html/52_233_240.html]
- *FAR 52.243-1 - Changes - Fixed Price*
[http://www.arnet.gov/far/current/html/52_241_244.html]

- 5 USC 552 - Freedom of Information Act (FOIA) [[http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++\(\)++AND+\(\(5\)+AD\]](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++()++AND+((5)+AD])
- DFARS 236.6 - Architect-Engineer Services [[http://www.acq.osd.mil/dpap/dars/dfars/html/current/236_6.htm\]](http://www.acq.osd.mil/dpap/dars/dfars/html/current/236_6.htm)
- AFARS Subpart 5136.6 - Architect-Engineer Services [[http://farsite.hill.af.mil/reghtml/regs/other/afars/afar36.htm\]](http://farsite.hill.af.mil/reghtml/regs/other/afars/afar36.htm)
- EFARS Subpart 36.6 – Architect-Engineer Services [[http://www.hq.usace.army.mil/cepr/efars/part36.pdf\]](http://www.hq.usace.army.mil/cepr/efars/part36.pdf)
- Executive Order E.O. 12906 - Coordinating Geographic Data and Acquisition and Access: The National Spatial Data Infrastructure [[http://www.archives.gov/federal-register/executive-orders/pdf/12906.pdf\]](http://www.archives.gov/federal-register/executive-orders/pdf/12906.pdf)
- USACE Geospatial Data Clearinghouse Node [[http://corpsgeo1.usace.army.mil/\]](http://corpsgeo1.usace.army.mil/)
- EM 385-1-1 Safety and Health Requirements [[http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm\]](http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm)
- EP 310-1-6 Graphic Standard Manual [[http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep310-1-6/toc.htm\]](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep310-1-6/toc.htm)
- EP 715-1-7 Architect-Engineer Contracting [[http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep715-1-7/toc.htm\]](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep715-1-7/toc.htm)
- ER 5-1-11 U.S. Army Corps of Engineers Business Process [[http://www.usace.army.mil/publications/eng-regs/er5-1-11/entire.pdf\]](http://www.usace.army.mil/publications/eng-regs/er5-1-11/entire.pdf)
- ER 1110-1-12 Quality Management [[http://www.usace.army.mil/publications/eng-regs/er1110-1-12/entire.pdf\]](http://www.usace.army.mil/publications/eng-regs/er1110-1-12/entire.pdf)
- ER 1110-1-8156 Policies, Guidance, and Requirements for Geospatial Data and Systems [[http://www.usace.army.mil/inet/usace-docs/eng-regs/er1110-1-8156/entire.pdf\]](http://www.usace.army.mil/inet/usace-docs/eng-regs/er1110-1-8156/entire.pdf)
- ER 1110-1-8159 DRCHECKS [[http://www.usace.army.mil/inet/usace-docs/eng-regs/er1110-1-8159/entire.pdf\]](http://www.usace.army.mil/inet/usace-docs/eng-regs/er1110-1-8159/entire.pdf)
- ENG Form 93 - Payment Estimate - Contract Performance [[http://www.usace.army.mil/inet/usace-docs/forms/e93.pdf\]](http://www.usace.army.mil/inet/usace-docs/forms/e93.pdf)
- CESPD R 1110-1-8 South Pacific Division Quality Management Plan [[http://www.spd.usace.army.mil/entire.pdf\]](http://www.spd.usace.army.mil/entire.pdf)
- CADD/GIS Technology Center, A/E/C CADD Standard, ERDC/ITL TR-01-6, Release 2.0, [[https://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp\]](https://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp)
- Content Standard for Digital Geospatial Metadata Workbook [[http://www.fgdc.gov/metadata/documents/workbook_0501_bmk.pdf\]](http://www.fgdc.gov/metadata/documents/workbook_0501_bmk.pdf)
- Criteria Bulletin Board System (CBBS) [[http://cbbs.spk.usace.army.mil/\]](http://cbbs.spk.usace.army.mil/)
- U.S. Army Corps of Engineers, Sacramento District, Engineering Quality System [[http://iso9000.spk.usace.army.mil/\]](http://iso9000.spk.usace.army.mil/)
- Sacramento District Quality Management Plan [[http://iso9000.spk.usace.army.mil/qmp_s/qmp_s.html\]](http://iso9000.spk.usace.army.mil/qmp_s/qmp_s.html)
- Sacramento District Quality Management Plan, Appendix F SPK Quality Management Process, Product Development, Technical Review, and Quality Control Certification Forms [[http://iso9000.spk.usace.army.mil/docs/AppendixF.pdf\]](http://iso9000.spk.usace.army.mil/docs/AppendixF.pdf)
- Design Process for Civil Works Projects [[PROP02L0\]](#)

- [Design Process for Military Projects \[PROP03L0\]](#)
- [Design Process for Hazardous, Toxic, and Radioactive Waste Projects \[PROP04L0\]](#)
- [Value Engineering \[PROP06L0\]](#)
- [Project Safety and Health Requirements \[PROP07L0\]](#)
- [Purchasing of Services \[PROP08L0\]](#)
- [Creation, Packaging, and Delivery of Project Documents \[PROP09L0\]](#)
- [Geographic Information Systems Design \[PROP17L0\]](#)
- [Preparing BCOE and Quality Control Certificates \[PROP22L0\]](#)
- [Integrating Lessons Learned \[PROA04L0\]](#)
- [A-E Responsibility Management Program \[PROA05L0\]](#)
- [Control of Project Documents \[PROQ02L0\]](#)
- [Managing As-Built & As-Constructed Drawings \[PROQ08L0\]](#)
- [Address and Attention Line Tables \[REFP01L0\]](#)
- [Criteria Locations Table for A-E Firms \[REFP03L0\]](#)
- [Project Specification Examples \[REFP04L0\]](#)
- [General Project Metadata \[REFP05L0\]](#)
- [Architect-Engineer 10% Design Submittals \[REFP18L0\]](#)
- [Architect-Engineer 35% Design Submittals \[REFP21L0\]](#)
- [Architect-Engineer 65% Design Submittals \[REFP22L0\]](#)
- [Architect-Engineer 100% Design Submittals \[REFP23L0\]](#)
- [Request for Proposal Document Submittals \[REFP24L0\]](#)
- [Delivering AutoCAD Drawings \[INSP01L0\]](#)
- [Preparing Project Specifications \[INSP03L0\]](#)
- [Preparing Amendments in SpecsIntact \[INSP04L0\]](#)
- [Delivering Hard Copy Documents \[INSP08L0\]](#)
- [Delivering Project Specifications \[INSP09L0\]](#)
- [Creating CALS Files From AutoCAD \[INSP14L0\]](#)
- [MicroStation DGN to Postscript to CALS \[INSP15L0\]](#)
- [Evaluating a Review Comment \[INSA02L0\]](#)

Definitions

Refer to the [Glossary of Engineering Quality System Terms and Acronyms \[REFQ10L0\]](#) for definitions not listed here.

Purpose

Definition of Common Deliverables

A-E contracts vary greatly in their types of acquisition strategy and execution but still have some processes and products that are the same or similar. Those similar processes and products are Common Deliverables that this A-E Guide will address. Examples are: reports, hard copy paper, CD-ROM, statement of work, the negotiation process, and Quality Control Plans (QCP). Refer to [Architect-Engineer Submittals \[REFP18L0\]](#) for the details of A-E submittal contents.

Statement of Work Process

Description

After A-E selection, a copy of the statement of work will be forwarded to the A-E with a request to submit pertinent financial data (e.g., wage, overhead rates, any related direct costs items, subcontractor costs, and profit factors) and possibly the A-E's cost proposal to the Sacramento District. The statement of work will indicate the extent of the work to be accomplished by the A-E and may contain references to project specific criteria. The statement of work serves as the basis for the A-E's fee proposal and the Government's estimate. It will be the basis of a determination of fair and reasonable award price.

Importance of Statement of Work

The statement of work is a part of the contract between the A-E and the Government. Therefore, it is essential that the two parties mutually agree that the work to be accomplished as described therein is accurate and complete. The goal of the statement of work is to create a measurable product. This means that efforts under a Scope shall be quantified to the maximum extent possible. The intent will not be to say in the Scope "study Problem X and provide solutions." Instead the Scope should say "study problem X and provide solutions at the minimum, optimum, and maximum levels." If an effort cannot be measured then consider a different approach. For example; instead of "study and design a solution," there might have to be a base of "complete the study, and once the recommendations have been evaluated by the Government the design may be awarded as an option." If the basic contract is an Indefinite Delivery Type Contract some statement of work items may be more general in coverage because the Task Order will embody specific efforts. The statement of work shall follow the format defined in *EP 715-1-7* [<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep715-1-7/entire.pdf>], and as supplemented within local policy under the guidance of the A-E Administration Section. In order to facilitate copying of the scope into the contract document, the statement of work should be in Times New Roman, 10 point font. Do not use headers, footers, page numbers, page breaks, or 'track changes' in the statement of work. Once the contract has been awarded, all changes to the statement of work, pertaining to schedule, price or quality, when necessary, will be made by the Contracting Officer (KO) in writing in accordance with the relevant contract clauses.

Scope Limitations

Minor Deviations

The A-E shall provide services and products in accordance with the statement of work. During the progress of the work, the A-E may expect minor changes in criteria within the general statement of the project and should make necessary adjustments accordingly. Minor technical deviations in the statement of supporting items may also be made to accommodate actual field conditions, changes in manufacturing which impact materials, etc.

Authorized Guidance

The A-E is cautioned to take no guidance from any source, other than the Contracting Officer, during the execution of work, which deviates from the requirements stated in the statement of

work. The A-E shall not depart from, or perform work beyond the scope, or change the criteria upon which it is based without written direction and/or consent from the Contracting Officer. The A-E shall immediately notify the COE POC and/or the Contracting Officer of any such requests. Any problems relating to design, which endanger fulfillment of contractual requirements, shall immediately be brought to the attention of the COE POC. Either the A-E or Sacramento District COE POC shall confirm oral understandings in writing, at request of either party. IN NO CASE ARE CHANGES IN SCOPE TO BE MADE AT THE ACTIVITY LEVEL.

Obtaining Approval for Deviations

The A-E shall not deviate from the authorized statement of work unless directed otherwise by the KO. The statement of any feature shall not be exceeded without written approval of the KO. THE A-E'S RESPONSIBILITY IS DIRECTLY TO THE GOVERNMENT'S CONTRACTING OFFICER AND ANY REQUESTED DEVIATION FROM THE SCOPE OR ELABORATIONS WITHIN THE SCOPE MUST BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER FOR RESOLUTION.

Changes in Scope

Process

The A-E shall not perform services requested by any person in the COE, other than the Contracting Officer, which the A-E considers to be a change in work or services required by the contract and necessitating an adjustment in contract price until all of the following is completed.

- Receipt of Supplemental Statement of Work from the Contracting Officer's Representative (COR).
- Submitted a proposal to COE covering such extra services,
- Negotiated with an authorized agent of the Government a mutually satisfactory fee, and
- Received an official notice to proceed from the Government Contracting Officer.

Negotiations

Should MAJOR changes in the Scope be authorized by the Contracting Officer, appropriate modification to the A-E contract will be negotiated in accordance with the Contract Clause *FAR 52.243-1 - Changes - Fixed Price* [http://www.arnet.gov/far/current/html/52_241_244.html]

A-E PROJECT MANAGER DESIGNATION

One individual of the A-E Firm shall be designated by the A-E as Project Manager. The Project Manager shall be fully cognizant of the requirements of the A-E Contract, performance schedule and contents of this publication. The Project Manager will work directly with the Sacramento District COE POC, who will furnish guidance necessary for the successful execution of the work.

RELEASE OF PROJECT INFORMATION

Release by A-E to Public

At any stage of study, planning, design or construction, the A-E shall contact the Sacramento District Public Affairs Office, (916) 557-5104, to obtain a clearance and release before releasing any information for publication or giving public speeches concerning a project.

Document Ownership

Under the clause "Drawings and Other Data to Become Property of Government" of the Contract Clauses, the ownership of all studies, reports, findings, designs, drawings, specifications, notes, calculations, electronic files, computer programs/software developed specifically to satisfy scope requirements and provide acquired data or other work is vested in the Government.

The Freedom of Information Act

Of primary concern to the Sacramento District is the release of cost and pricing data that A-Es may consider as privileged and essential to their competitive position in their respective economic sectors. The A-E is advised that the FOIA applies to the data provided for the purpose of negotiations. Therefore, in the event an A-E wishes their cost and pricing data to be privileged and exempt from public release, the Sacramento District PM should be advised in writing and each page containing such data should be appropriately marked. Although the Sacramento District treats all A-E furnished cost and pricing data as being of a confidential nature, the *5 USC 552 - Freedom of Information Act (FOIA)* [[http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+i05t08+26+0++\(\)+AND+\(\(5\)+AD\)](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+i05t08+26+0++()+AND+((5)+AD))], as amended, requires the release of records held by Government Agencies or Offices when requested by interested parties, unless such records are covered by one of the "exemptions" listed in the law. The *FAR Subpart 24.2 - Freedom of Information Act* [[http://www.acqnet.gov/far/current/html/Subpart 24.2.html](http://www.acqnet.gov/far/current/html/Subpart%2024.2.html)], provides DOD policy and guidance on handling requests for records and exemptions under this Act.

Correspondence and Transmittals

Address and Attention Line Tables [[REFP01L0](#)] shows the appropriate attention lines for the deliverable requirements listed within this A-E Guide. Failure to include the proper attention line within the address of correspondence to the Sacramento District may delay delivery and possibly compromise the A-E contract.

Submitting files via FTP does not relieve the A-E of having to fulfill any, or all, media requirements listed within the statement of work. The COE POC must be concurrently notified by e-mail of all FTP transmissions. For FTP transmissions to be considered as a valid deliverable, they must be acknowledged by the COE POC or PM with "confirmation of receipt" e-mail. An FTP address for the project may be coordinated with Engineering Division's Criteria Management Unit at Sacramento District (916) 557-7670 or [cbbs@spk.usace.army.mil]

STANDARD CLAUSES (for emphasis only)

Architect-Engineer Contract Clauses (where to find)

The A-E should review the standard *FAR* [<http://www.arnet.gov/far/>] and *FAR Subpart 36.6 - Architect-Engineer Services* [[http://www.acqnet.gov/far/current/html/Subpart 36.6.html](http://www.acqnet.gov/far/current/html/Subpart%2036.6.html)]. These clauses are incorporated, by reference, as part of the A-E firm's contract with Sacramento District. Upon request, the Contracting Officer will provide hard copies of the applicable A-E Contract Clauses.

Cautionary Clause (take direction only from Contracting Officer)

No person other than the Contracting Officer has the authority to make changes to any contract action that impacts cost or schedule. Authority from the Contracting Officer to the A-E to make changes that impact cost or schedule will be in the form of an official, signed modification.

Pay Estimates

Special emphasis is placed on requirements within Contract Clause *FAR 52.232-10 Payments under Fixed-Price Architect-Engineer Contracts* [http://www.arnet.gov/far/current/html/52_232.html - 1107121] as well as *FAR 52.232-26 Prompt Payment for Fixed-Price Architect-Engineer Contracts* [http://www.arnet.gov/far/current/html/52_232.html - 1107573]. See the PAYMENTS paragraph located within this A-E Guide for Common Deliverables.

Release of Data Clause

Special emphasis is placed on requirements within clause *FAR 52.227-14 Rights in Data - General* [http://www.arnet.gov/far/current/html/52_227.html - 1109286] and the *FAR Subpart 24.2 - Freedom of Information Act* [[http://www.acqnet.gov/far/current/html/Subpart 24.2.html](http://www.acqnet.gov/far/current/html/Subpart%2024.2.html)]. Also, see paragraph Release by A-E to Public before discussing any parts of the contract and project with the public,

Quality Control Clause

The A-E is reminded of contractual obligations stated in the contract clause that specifies responsibility for the professional quality, technical accuracy, and the total coordination of all designs, drawings, specifications, and other services furnished

Alteration of Authorities/Responsibilities Clause

The A-E shall not include any statements during the preparation of contract documents that may be construed as altering the responsibilities and/or authorities regarding the parties (especially that of the Government's) involved in the construction contract.

SERVICE AND/OR PRODUCT PHILOSOPHY

Before beginning the work, the A-E should review current criteria, instructions and guide specifications shown in *Criteria Locations Table for A-E Firms [REFP03L0]*, and make a thorough study of the requirements of the project and, if applicable, the conditions at the site. If, after an analytical review, the A-E is of the opinion that a deviation from instructions would be of benefit to the Government, the A-E shall bring the matter to the attention of the COE POC for a decision. Sacramento District encourages the A-E to use ingenuity and professional expertise to provide the best possible service and/or product for all elements of the project within the constraints imposed.

PRE DESIGN (Scope Clarification) CONFERENCE

The A-E may be requested, or may request, to participate in a pre-work (a.k.a. Scope Clarification) conference between the customer and the key members of the A-E's project team. The purpose of such a conference is to discuss the customer's expectations, become more familiar with site conditions, better define the requirements, and if necessary, further clarify the scope for the project prior to preparation of a price proposal. This shall include the types of design, deliverables, review process/responsibilities, and major project tasks and constraints. This meeting may be held in the immediate vicinity of the proposed project, at the Sacramento District Office, or even over the telephone. At this time the A-E is encouraged to propose statement of work changes, which are felt to be in the best interest of the project. To assist in preparation for the conference, the COE POC will provide the A-E information for obtaining the project specific criteria as referenced in the statement of work.

PREPARATION OF PROPOSAL

Price Proposal

A-E price proposals shall be submitted to the addresses listed in *Address and Attention Line Tables [REFP01L0]*. Under no circumstance is the A-E to submit additional copies (hard or electronic) to other COE employees without the explicit consent or direction of the A-E Administration Section chief, COR, or the Contracting Officer. The type of deliverable, whether hard copy, electronic, or both should be specified with the Request for Price Proposal. If submitting an electronic proposal, see paragraph Electronic Files. If submitting a hard copy proposal the A-E shall submit the original and one copy to the A-E Administration Section chief, or COR who issued the request for proposal. If the proposal is in excess of \$550,000, an additional copy shall be sent to Construction and A-E Branch, Contracting Division.

Subcontracting Plan

If the A-E is a large business and the total contracting amount is expected to be \$500,000 or more, the A-E must prepare and submit a subcontracting plan. The Government's SADBUI Advisor, who often will attend the pre-negotiation conference to explain the subcontracting plan requirements, must deem the plan acceptable. One copy of the A-E'S completed subcontracting plan must be sent along with the price proposal. The original of the subcontracting plan must be

sent, at the same time, to the SADBUs at the address listed in *Address and Attention Line Tables [REFP01L0]*.

Quality Control Plan (QCP)

Purpose

The purpose of the A-E prepared QCP is to ensure development of a quality product or service from inception through completion of the Quality Control Certification (refer to paragraph A-E Quality Control (QC) Review). The QCP is a project specific document that provides a framework for developing a product and conducting the technical review of a product. The QCP is a living document and becomes part of the Sacramento District's Project Management Plan that is developed for each project by the Project Manager. The A-E QCP establishes the documents and products to be reviewed, the review team and its responsibilities, and schedule and costs for review. It is prepared for every product/service except for those identified as small and low risk. A generic version may be used for routine, minor products, if the appropriate Sacramento District Functional Chief approves. With approval, the A-E updates the QCP as warranted.

Responsibility

The A-E is responsible for reviewing, checking and coordinating all submittals. The professional quality, technical accuracy and coordination of all design submittals and other services to be provided by the prime A-E and any subcontractors/consultants used is of major importance. A written QCP shall be submitted concurrent with the price proposal, but under separate cover letter, unless the project is highly complex and would require more time for development. In this event, the A-E will be allowed to submit a generic plan with the price proposal followed by a completely detailed plan early in the first phase of work. Refer to *Address and Attention Line Tables [REFP01L0]*. The A-E's performance evaluation will be based in large part on how the deliverables package reflects conformance with the A-E QCP. The A-E's contractual obligation to provide complete, well coordinated, and error free documents has far-reaching consequences. Therefore, the A-E is cautioned to place special emphasis on this aspect of the QCP. In the event damage to the Government results from negligent performance of any of the services to be furnished under this contract, the A-E will be held liable for such damages. The Government's review effort in no way relieves the A-E of contractual responsibilities. For this reason, an effective quality control plan is critical.

Content

The content of the QCP is dependent on the complexity of the product or service being provided and can range from a generic QCP to a Project/Product/Service Specific QCP. As a minimum all QCPs are to include a schedule of work to be accomplished, a budget, points of contact and their respective lines of authority/coordination, a brief discussion on plan execution with contingency measures when appropriate, A-E review effort, and a A-E quality control checklist. Refer to *ER 1110-1-12 Quality Management [http://www.usace.army.mil/publications/eng-regs/er1110-1-12/entire.pdf]*

Review of QCP

The COE POC will review the QCP. If comments are generated during this informal review, the A-E shall respond to the comments by E-mail and/or revise the plan accordingly and resubmit prior to initiating design. The A-E will be expected to follow the approved QCP throughout the course of the project to assure a quality end product. Should future events dictate revisions to the approved QCP, the A-E shall notify the COE POC by E-mail and submit the revised plan for approval.

PRE-NEGOTIATION CONFERENCE

As with the Pre-Design Conference, the A-E may be requested, or may request, to participate in a Pre-Negotiation Conference with the COE's designated negotiator, the COE POC and key members of the A-E's project team and/or designated authorized representative. The purpose of this conference is to discuss the requirements of the statement of work. Upon conclusion of the review and adjustment of the statement of work, an acceptable format and appropriate cost breakdown (typically broken down by each task identified by a Period of Service in the statement of work to be used by the A-E for his proposal will be determined. This Pre-Negotiation Conference will also serve to address any other special contracting issues peculiar to this pending contract, as well as provide the A-E an opportunity to ask any questions, or express any concerns, regarding the requirements and administration of the contract. This meeting may be held at the Sacramento District Office, or over the telephone and/or in conjunction with the Pre-work Conference, if there is one.

NEGOTIATION CONFERENCE

Negotiations may be held in Sacramento District offices or telephonically. The objective is to reach an agreement on a fair and reasonable price for the work and services required. This does not mean that there is agreement on each and every item, only major items and the overall cost to the Government. During negotiations the statement of work will again be reviewed as necessary, and the A-E's proposal will be examined and discussed in detail. Major changes in the statement of work are unacceptable at this time unless the A-E has previously notified the COE POC that certain scope changes are necessary. If a major scope change is needed, then the negotiation is stopped until the scope, and any revised proposal or revised IGE is completed.

AWARD OF A-E CONTRACT ACTION

Subsequent to the successful completion of negotiations and upon approval of the Contracting Officer, the A-E will receive a written transmittal letter forwarding the unsigned contract to the A-E for signature approximately 10 days after completion of the negotiations. The signed contract must be faxed back to Sacramento District before the effective contract date. The A-E is authorized to begin work as of the effective contract date. For task order awards, the fully executed task order will be sent to the A-E and is the authority for the A-E to commence work.

SUBMITTAL SCHEDULE

The schedule for contract deliverable submissions is established in the statement of work. MEETING ESTABLISHED SUBMITTAL SCHEDULES IS ESSENTIAL. Late submissions

may jeopardize project funding, construction contract award or user need dates and will have an adverse impact on the A-E's performance evaluation.

REVIEW PROCESS

Strategy

The Government review strategy is to accommodate *ER 5-1-11 U.S. Army Corps of Engineers Business Process* [<http://www.usace.army.mil/publications/eng-regs/er5-1-11/entire.pdf>] and utilize the A-E QCP. Refer to paragraph Quality Control Plan (QCP).

A-E Quality Control (QC) Review

The A-E is responsible for conformance with contract requirements and technical as well as functional criteria. Therefore, the A-E shall provide a QC review of all submittals in accordance with the QCP prior to each submittal.

Documenting QC Review

The A-E designers shall annotate all comments with responses and make the appropriate adjustments to all applicable documents prior to their resubmission to the Government. The A-E's documented QC comments and responses shall be a separate document and accompany each required submittal.

Quality Control (QC) Certification

At the time that the final submittal is provided to the Government, the A-E shall provide a QC certification in accordance with the *Sacramento District Quality Management Plan, Appendix F SPK Quality Management Process, Product Development, Technical Review, and Quality Control Certification Forms* [<http://iso9000.spk.usace.army.mil/docs/AppendixF.pdf>].

Virus Free Certification

The A-E shall also provide a written certification stating that each and all versions of any electronic submittal are virus free. The certification may be included on the Quality Control Certification Letter.

Government Quality Assurance (QA) Review

Electronic Process

The Government will provide a QA review of the A-E's work using the program described in *ER 1110-1-8159 DRCHECKS* [<http://www.usace.army.mil/inet/usace-docs/eng-regs/er1110-1-8159/entire.pdf>].

Level of Detail

The Government and other agency review may range from a cursory review of the A-E's QC documentation for relatively straightforward projects to a more detailed review of A-E products for more complex or controversial projects. However in all cases, the review will not identify each and every incidence of an important area needing attention. The comments will address the problem and some of the incidences. The A-E is expected to change all necessary and related items. The Government review effort in no way replaces the A-E's review and quality control requirements.

Coordination of Comments

All Government review comments will be coordinated by the COE POC prior to submittal to the A-E through the electronic process identified in the statement of work or paragraph Electronic Process. The POC will review the comments for applicability to the project against the project's design criteria, and then notify the prime A-E the comments are ready for evaluation in accordance with *Evaluating a Review Comment* [INSA02L0]. The A-E is responsible for coordinating comments with any subcontractors. Handwritten A-E responses to Government review comments will not be accepted. A-E responses must be made as described within *Evaluating a Review Comment* [INSA02L0]. The A-E is encouraged to call and discuss any problematic comments with the appropriate reviewer. The Government will back check all final A-E submittals after A-E corrections are made to insure compliance with or resolution of comments to the satisfaction of the Government.

HEALTH AND SAFETY PLAN

The A-E shall submit a health and safety plan for the work requiring such a plan. The plan shall cover all A-E actions to insure health and safety of A-E personnel during fieldwork. The plan shall be brief and shall be submitted within 7 calendar days after a contract award and prior to any fieldwork. Refer to *EM 385-1-1 Safety and Health Requirements* [<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>] and *Project Safety and Health Requirements* [PROP07L0].

CONSULTATION WITH THE CLIENT ACTIVITY

The COE POC is the focal point between all Government representatives and the A-E regarding technical and performance issues. The A-E may be required to consult with the sponsor or local activity having a jurisdiction and impact, or client team concerning local conditions or operational requirements. Technical and design considerations that conflict with the directions from the COE POC shall be brought to the COE POC's attention immediately.

Informational Material

Any "typical" or "example" documents (design analysis, specifications, drawings, etc. from another project or just general in nature) shown to the A-E are for background information only, and are not authorized criteria unless specifically stated within the statement of work.

FORMAT, CONTENT, and PACKAGING OF DELIVERABLES

General Instructions

The statement of work will define what types of deliverables are required. Follow the information below for the format of those types. Not all of these may be required by the A-E contract. Sometimes, the statement of work will also define special or additional format requirements. When conflicts arise between the statement of work and this A-E Guide for *A-E Submittals [REFP18L0]*, the statement of work governs. Please notify the COE POC for concurrence. The A-E shall use SPECINTACT and UFGS guide specifications for the preparation of all technical specifications. All hard copy submissions shall include a Project Cover Sheet, as shown in *General Project Metadata [REFP05L0]*. This applies to all sizes of paper (8.5"x11", 11"x17", 22"x34", etc).

Type of Paper

Unless otherwise directed by the statement of work, all final hard copy CADD drawings, maps, and plates larger than 8.5" x 11" shall be on reproducible vellum. All other submittals, including interim CADD submissions, shall be on white paper with black print

Electronic Files

Project Metadata

All electronic file submissions shall include Project Metadata as shown in *General Project Metadata [REFP05L0]*. This file is to be kept in the root directory of the project directory structure and shall be included with all phases of electronic deliverables.

Formats and Software

The statement of work should define the specific software programs and versions mandatory for the contract, especially if the files will ultimately be transferred to a customer. If it doesn't, please notify the COE POC to obtain written concurrence.

Geospatial Meta Data

Definition

Geospatial data is any data referenced to a point on the earth. This would include (but is not limited to) data the Corps uses to produce river and harbor maps, charts and drawings, real estate maps, environmental and economic studies, engineering studies and drawings. The Federal Geographic Data Committee (FGDC) has published a *Content Standard for Digital Geospatial Metadata Workbook [http://www.fgdc.gov/metadata/documents/workbook_0501_bmk.pdf]* that documents all the fields of the metadata standard.

How to Create

There are several programs available to help create metadata compliant with the Federal Geographic Data Committee standards. For an extensive listing of available packages see the *USACE Geospatial Data Clearinghouse Node* [<http://corpsgeo1.usace.army.mil/>]. Since metadata is only a text file containing certain fields in a certain order, even a word processor could be used to create the files. However, since there are mandatory fields and the order of fields is important, a word processor is not recommended.

National Clearinghouse

Executive Order E.O. 12906 - Coordinating Geographic Data and Acquisition and Access: The National Spatial Data Infrastructure [<http://www.archives.gov/federal-register/executive-orders/pdf/12906.pdf>] requires that all federal agencies create and submit metadata, for all geospatial data collections, to a national clearinghouse. Submission of the metadata to the national clearinghouse is the responsibility of the Sacramento District.

Guidance

ER 1110-1-8156 Policies, Guidance, and Requirements for Geospatial Data and Systems [<http://www.usace.army.mil/inet/usace-docs/eng-regs/er1110-1-8156/entire.pdf>], was written to assist USACE commands comply with the Executive Order. Refer to *Geographic Information Systems Design* [[PROPI7L0](#)] for format and content requirements.

Studies and Reports

Paper Size

Unless otherwise specified in the statement of work, Study and Report deliverables shall be in accordance with the *EP 310-1-6 Graphic Standard Manual* [<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep310-1-6/toc.htm>], Grid B - 8.5"x11" Technical Publications, single column. Any drawings, plates, maps, etc. that require larger paper size shall be as described within Sacramento District Work Instructions.

Content

The statement of work should describe the requirements and level of detail required to fulfill the requirements of the A-E Contract, or otherwise where to find such requirements.

Schedules

Any MS Office compatible software may be used to create the schedules specified within the statement of work. Use the information above for delivering hard copy and/or electronic files as required.

Plans, Drawings, Plates, and Maps

CADD Standards

To retain clarity and relevance when reproduced in black and white, any graphics prepared for reports or presentations must make use of distinguishing line types and/or hashing patterns to depict different features. Appealing color-coding may also be employed, but not in lieu of line types and hashing. Follow the *CADD/GIS Technology Center, A/E/C CADD Standard, ERDC/ITL TR-01-6, Release 2.0,* [\[https://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp\]](https://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp).

Scale Factors and Units of Measurement

The required unit of measurement is metric. Drawings should be one-to-one and plotted to appropriate scale for the paper size. Exceptions and specifics will be listed within the statement of work and *Creating Design Drawings for Military Projects* [\[INSP06L0\]](#).

Border Sheets

Border sheets for various product deliverables are available from the *Sacramento District's CADD Web Page* [\[http://www.spk.usace.army.mil/organizations/cespk-ed/SPKCADD/index.html\]](http://www.spk.usace.army.mil/organizations/cespk-ed/SPKCADD/index.html). SPK CADD border sheets contain specific formats for both AutoCAD and MicroStation that must be followed.

Content

The A-E has the responsibility to show all information necessary to completely describe the project. Regardless of local practice or procedures, the designer must prepare the drawings with the expectation that both the Corps of Engineers, in the role of product or service manager, and the customer will be able to proceed to the next level of project intent (i.e., bidding, construction or funding) without numerous modifications to correct work deficiencies.

Interim Submittals

The amount of effort and detail required for interim submittals should be agreed to during negotiations. Some types of deliverables may have Sacramento District Work Instructions that will describe the required details.

Cost Estimates

Precautions

The A-E shall be aware of and take such precautionary measures as necessary to maintain the confidential nature of all cost estimates. Refer also to paragraph RELEASE OF PROJECT INFORMATION.

Packaging and Mailing

All cost estimates shall be prepared in accordance with this section of the A-E Guide and will be bound (or stapled) separately from other submittal data. An electronic copy of the MCACES project file (with related databases) shall also be furnished to the District cost engineer on a CD-ROM.

Use of MCACES

In general, cost estimates, at the earliest practical stage of project development, are to be prepared using the latest version of MCACES (Micro Computer Aided Cost Estimating System). When MCACES is waived on a given project by formal memorandum issued by the Sacramento District Cost Engineering Section, the cost estimate shall be prepared in accordance with the statement of work of the design contract.

Cost Growth

The unit costs of all construction cost estimates submitted shall reflect the current pricing at the time of submittal. For all estimates prior to the Final Design, cost growth (escalation) - using the Tri-Services Index - is to be added to the total project cost, projecting costs to the assumed midpoint of construction. For Final Design and later cost estimates, cost growth may or may not be added as directed by the Sacramento District Cost Engineering POC.

Engineering Considerations and Instructions for Field Personnel (ECIFP)

Unless otherwise specified within the statement of work, the A-E consultant shall prepare an ECIFP. This report is used to transmit special design concepts, assumptions, and instructions on how to construct unique design details to field personnel. The report establishes a basis for communication and coordination between design and construction personnel. The ECIFP vary in the level of information necessary to get the field personnel familiar with the project. The following information should be included as a minimum:

- Existing Health and Safety concerns at the site
- Site access protocols
- Site security protocols
- Installation or site points of contact
- USACE points of contact for contract administration
- Regulatory points of contact for emergency notification

Report Format and Content.

As applicable to your project, include the following information in your report:

- Title Page. List Project title, location and date of report.
- List of Design Personnel. Provide a list of key design personnel that could be contacted for technical assistance during construction. Include name, design specialty and telephone number.
- Special Design Considerations. Provide clear and concise explanation of special design concepts and/or unique features by discipline; Civil, Architectural, Structural, Mechanical, Electrical, etc. such that COE construction personnel can identify and properly inspect these special items of work. Examples of items to discuss include:
 - Step-by-step instructions for constructing complex building features, i.e., do this before that, etc.
 - Critical tolerances
 - Special testing requirements
 - Critical or unusual product and performance specifications such as high pressure, temperatures or capacities.
 - Situations where manufacturer should oversee equipment installation.
 - Long-lead procurement items.
 - Government-furnished equipment.
 - Special operational constraints, i.e., utility outage periods, aircraft runway closures, phasing of work in occupied buildings or other special construction phasing required.
 - Any permits that must be obtained prior to and during construction.
 - Critical safety precautions required, especially in the areas of asbestos, or other minimum quality assurance testing amount/frequency for critical items.
- Shop Drawing Review. Provide a list of items or features of the project where you feel you alone have the expertise to properly review shop drawings involved.
- Schedule of Required Site Visits by Design Personnel. If you deem site visits on certain phases of construction are necessary, a site visitation schedule shall be prepared identifying the critical construction stages and the number of days of notification required from the COE.

Significant Discussions and Meeting Minutes

Responsible Party

With the exceptions of the PRE-DESIGN CONFERENCE and PRENEGOTIATION CONFERENCE, the A-E shall prepare significant discussion documentation and distribute either electronic or hardcopies to all parties. The COE POC, whether or not they attended or participated in the meeting, shall be provided copies of all information.

Timeframe for delivery

The COE POC shall receive significant discussion materials within 5 –7 business days after date of occurrence. The COE POC should acknowledge by return e-mail with a "confirmation of receipt."

Types of Significant Discussions

- Meeting Minutes

- Telephone Conversations

Only those telephone conversations relating to the technical phases of work under the contract are considered significant.

- Written Communications

Furnish to the COE POC a copy of all written communications pertaining to the work under this contract received from other Government agencies. When it is clearly indicated that a copy of the communications has been furnished to the COE POC by the originator, concurrence of action shall be obtained from the COE POC prior to performing such action.

- E-Mail Communications

Immediately transmit to the COE POC a copy of all E-mail communications pertaining to the work under this contract received from other Government agencies. When it is clearly indicated that a copy of the communications has been furnished to the COE POC by the originator, concurrence of action will be obtained from the COE POC prior to performing such action.

- What to include

- Name of Project
- Subject of Meeting
- Date of Meeting
- Attendees
- Record of Issues Discussed
- Action Items
- Suspense Date
- Minutes taken by

RESPONSIBILITY AFTER COMPLETION OF WORK

Errors or Omissions (A-E LIABILITY FAR 36.608 and 36.609)

The A-E is required to support the Sacramento District after completion of the scoped work should errors or omissions in the documents prepared by the A-E create problems in the

subsequent stages of the project, such as in bidding or administering the contract for construction, where the A-E has been tasked to complete the design. The support provided by the A-E shall take whatever form is necessary to correct the errors or omissions in the original documents. Such required design corrections shall be done in a timely manner at no additional cost to the Government.

Negligence (A-E LIABILITY FAR 36.608 and 36.609)

Neither the Government's review, approval or acceptance of, nor payment for, the services required shall be construed to operate as a waiver of any rights under the design contract or any action arising out of the performance of the design contract, and the A-E shall be and remain liable to the Government for all damages caused by the A-E's negligent performance of any of the services furnished. Design errors or omissions, which result in damages or extra cost to the Government, will be evaluated for potential A-E financial liability. If the Government determines that the A-E is financially liable for a design deficiency, the A-E will be so advised by official correspondence. Reimbursement of costs incurred by the Government as a result of the A-E's errors and/or negligent performance will be actively pursued by Sacramento District. The preferred method of settlement of A-E financial liability is for the A-E to accept responsibility and negotiate directly with the Construction Contractor. Where the A-E cannot reach an agreement with the Contractor or if the A-E declines to negotiate or accept responsibility, Sacramento District will arrange settlement directly with the Contractor and will bill the A-E.

Services during Construction

Additional services may be required in direct support of a project's construction, apart from that described as errors or omissions above. If required, these services will be defined in a Supplemental Statement of Work prepared by the Government. No services during construction work shall be performed by the A-E until an appropriate price for the work has been negotiated and a written modification is issued by the contracting officer of the COE. Services may include monthly site visits to the project, conference attendance or special inspections.

PERFORMANCE EVALUATIONS (FAR & EFARS 36.604)

Design Phase Evaluation

Rating Criteria

The Government will prepare A-E performance evaluations for all Design and Engineering Service Contracts in the Contractor Performance Assessment Reporting System (CPARS) in accordance with *Purchasing of Services [PROPO8LO]*. A-E performance will be rated as Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory, taking into consideration such things as technical quality, coordination of design documents, cost effectiveness, maintaining project schedules, cooperativeness, etc. Incomplete submissions, late submissions or resubmissions will have significant adverse impact on an A-E's performance evaluation. In addition, based on schedule and interim requirements, other evaluations may be performed.

Rating Disposition

Immediately upon completion of engineering services, at end of work or upon completion of each task order, the PM and the project team will evaluate the A-E performance on the services rendered using Architect-Engineer Contract Administration Support System (ACASS). The A-E will be notified through the ACASS database when a draft evaluation is prepared for their review and response. The A-E is required to have a PKI certificate in order to open and maintain a CPARS account. The A-E shall be familiar with the CPARS in order to respond to draft ACASS evaluations and to access completed ACASS evaluations. Refer to EP 715-1-7 [<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep715-1-7/entire.pdf>], Paragraph 6-10 for A-E rebuttal procedures.

Interim Performance Evaluations

Interim evaluations may be prepared and used to advise the A-E of their performance during the execution of a contract as considered appropriate by the Contracting Officer. Refer to EP 715-1-7 [<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep715-1-7/entire.pdf>], Paragraph 6.6.

Construction Phase Evaluation

The Resident Engineer will submit an evaluation of the performance of the A-E and effectiveness of the A-E prepared contract documents. This evaluation is also maintained in the A-E Contract and Qualification Data File and DOD database. Refer to EP 715-1-7 [<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep715-1-7/entire.pdf>], paragraph 6-8.

Awards for Excellent Performance

A-E Firms that perform contract services in an excellent manner may be considered for special recognition. The Sacramento District Engineer gives Certificates of Appreciation and Certificates of Commendation. Certificates of Commendation are given for exemplary performance in one or more areas of contract services. In addition, Design Excellence Awards are given (after construction is underway) for exemplary performance in all areas of A-E services. Also, awards for Specifications are made by the evaluation of A-E performance to specifically recognize and reward achievement by A-Es in the preparation of construction specifications of superior quality.

Affect on Future Selection

Performance evaluations are available to future slate and selection boards and will be considered when subsequent A-E selections are made. Furthermore, copies of evaluations are available for the use of other Federal Design and Construction Agencies in selecting A-Es for their design contracts.

Poor A-E Performance (Re-Submittal Policy)

If the COE POC determines that a design submittal is unacceptable, thus necessitating a re-submittal, the A-E may be required to send representatives to Sacramento District at no additional cost to the Government to resolve the problems with the submitted work.

PAYMENTS (FAR 52.232)

The A-E is required to submit monthly pay estimates for the value of the design services performed to date. The Sacramento District, A-E Administration Section will provide guidance for preparing and submitting payments in accordance with the Contract Clause *FAR 52.232-10 Payments under Fixed-Price Architect-Engineer Contracts* [http://www.arnet.gov/far/current/html/52_232.html - 11071211]. Monthly or partial payments may be made as the work progresses subject to submission by the A-E of estimates of the value of completed services and certification by the PM that the A-E's performance is satisfactory. The extent of supporting data required from the A-E will vary depending upon the amount of the invoice and past A-E performance. Completed *ENG Form 93 - Payment Estimate - Contract Performance* [<http://www.usace.army.mil/inet/usace-docs/forms/e93.pdf>] shall be mailed to the address and attention line shown in *Address and Attention Line Tables* [REFP01L0].