

**PART 1, SECTION B, FORELL/ELSESSER ENGINEERS, INC.
GS-09P-04-KTC-0086**

Pricing Schedule

Base Year, August 1, 2004 through July 31, 2005

CLIN 001: Conventional Structural/ Seismic Engineering

AA Principal	\$185.67
BB Structural Engineer/Project Manager	\$151.65
CC Sr. Structural Engineer	\$139.26
DD Structural Engineer	\$109.84
EE Engineer, C.E.	\$88.18
FF CADD	\$89.73
GG Clerical/ Support	\$68.07

CLIN 002: Blast Engineering/Progressive Collapse Analysis

AA Principal	\$156.32
BB Project Manager	\$106.62
CC Sr. Engineer	\$82.91
DD Engineer	\$59.23
EE CADD	\$56.67
FF Clerical! Support	\$56.06

CLIN 003: Cost Estimating

AA Principal	\$150.60
BB Project Manager	\$120.48
CC Senior Cost Estimator	\$112.95

CLIN 004: Geotechnical/Geological

AA Principal	\$170.76
BB Sr. Engineer/Geologist	\$115.87
CC Project Engineer/Geologist	\$91.30
DD Staff Engineer/Geologist	\$69.58
EE CADD/Graphics	\$86.93
FF Project/Support	\$72.62

Note: Pricing is based on composites and does not represent an actual hourly rate.

PRICING NOTES.

1. Composite pricing is shown under CLIN 0001 through CLIN 0004. No Other categories are permitted for Management, Seismic/Structural, Blast Engineering, Geotechnical (non site) or Cost Estimating.
2. Profit must be negotiated for each task order, based on complexity, cost and performance risk. Range should be 8-10 %. Profit should be computed based on CLIN 0001 through 0004 only.
3. The following are CLIN 0005 restrictions:
 - A. Travel, per diem, and mileage are allowable only when the work is greater than 60 miles from the contract address or branch office.
 - B. Printing, reproduction and mailing are only allowable when the total costs per work order is over \$500.00

As sole compensation, the following fee schedule applies to CLIN 0005 and will be computed on estimated amounts. Fee is earned based on estimated costs, actual costs will not require re-computation of fee.

Where CLIN 0005 estimate is:	Fee is;
0 to \$1000.00	\$100.00
\$1,001 - \$2,500	\$200.00
\$2,501 - \$4,000	\$300.00
\$4,001-\$5,000	\$450.00
Greater than \$5,001	Individually negotiated

CLIN 0005: Other direct costs (Not Pre-Priced. for format only)

AA Travel (airfare/rental car)

BB Per diem (hotel/per diem)

CC Reproduction! copying

DD. Geotechnical investigation (on-site)

EE. Materials Testing.

FF. Other

GG. Fixed Fee (from table)

(CLIN 0006. Profit/Fee

(Not Pre-priced, for Format Only)

AA. Proposed Fee

PART 1 SECTION C SCOPE OF SERVICES

The general *types* of work included in this contract are:

1. Seismic Hazard studies and evaluations of existing buildings, including historical buildings
2. Risk assessments
3. Computer modeling of seismic events/effects
4. Assistance with engineering peer reviews on new and retrofit projects, designed by others
5. Pre-design surveys of existing buildings structural and other features
6. Destructive and non-destructive testing
7. Cost estimating
8. Assessment of earthquake related geotechnical hazards
9. Analytical evaluations of primary systems
10. Analytical evaluation of non-structural components
11. Schematic Design and Design development recommendations on structural systems
12. Preparation of reports and/or contract documents for repair and strengthening of various existing buildings.
13. Blast resistance evaluation, design and study
14. Full design services, including preparation of working drawings

All work must be performed by, or under the direct supervision of, a registered Professional Engineer. Professional services may also include assisting GSA staff on in-house work; work, on behalf of GSA, with recognized academic institutions on studies and analysis; coordination with the Federal Emergency Management Agency (FEMA) and other similar services.

Each task order issued under this contract will contain a discrete statement of work, within the general scope of this section.

Clauses may not be in numerical sequence.

SECTION E
INSPECTION AND ACCEPTANCE

CONTRACT CLAUSES INCORPORATED IN FULL TEXT

1. FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS
(APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of Clause)

2. FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) Definition, "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These services and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test 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. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises;

SECTION F
DELIVERIES OR PERFORMANCE

CONTRACT CLAUSES REQUIRING INSERTIONS
AND CONTRACT CLAUSES INCORPORATED IN FULL TEXT

1. FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed -

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) unless the claim, in an amount state, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

2. FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified in this contract, or within a reasonable time if not specified an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or

Clauses may not be numerical order.

performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

3. FAR 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) The Government may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall -

(1) immediately discontinue all services affected (unless the notice directs otherwise); and

(2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

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

(End of clause)

SECTION G
CONTRACT ADMINISTRATION DATA

CONTRACT CLAUSES INCORPORATED IN FULL TEXT

5. FAR 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the 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. 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.

(End of clause)

Clauses may not be in numerical sequence.

6. FAR 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payment by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating, the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of Clause)

7. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of Clause)

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Clauses may not be in numerical sequence.

- (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
- (iv) Description of work or services performed.
- (v) Delivery and payment terms (e.g., prompt payment discount terms).
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract.
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) *Interest penalty.* An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was process and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
- (iii) In the case of final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount will and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notified the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

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Clauses may not be in numerical sequence.

8. FAR 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments - (1) Due date.* The due date for making invoice payments shall be -

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(iii) of this clause).

(b) The 30th day after Government acceptance of the work or services completed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) The due date for progress payments shall be the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 30th day after the date of the Contractor's invoice or payment request, provided a proper invoice or payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed by the Contractor in the manner described in subparagraph (a)(4) of this clause:

(i) Name and Address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close to possible to the date of mailing or transmission.)

Clauses may not be in numerical sequence.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval shall be deemed to have occurred constructively as shown in subdivision (a)(4)(i)(A) and (B) of this clause. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or construction approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval shall be deemed to have occurred on the 7th day after Contractor estimates have been received by the designated billing office.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) *Prompt payment discounts.* An interest penalty also shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) *Additional interest penalty.* (i) A penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor-

(A) Is owed an interest penalty of \$1 or more;

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Clauses may not be in numerical sequence.

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with the subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall -

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that -

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) the additional penalty shall be equal to 100 percent of any original late payment interest penalty except-

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

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Clauses may not be in numerical sequence.

(b) *Contract financing payments - (1) Due dates for recurring financing payments.* If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (*insert day as prescribed by Agency head; if not prescribed, insert 30th day*) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) *Due dates for other contract financing.* For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) *Interest penalty not applicable.* Contract financing payments shall not be assessed an interest penalty for payment delays.

(End of Clause)

15. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other manually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database: and any invoice or contract

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PART 1~ SECTION H~ SPECIAL CONTRACT PROVISIONS

H01. Use by non-GSA agencies. The primary purpose of this contract is to provide AE support to the General Services Agency, Public Building Service, Pacific Rim Region. Any other Federal executive agency, as defined in Federal Acquisition Regulation 2.101, may be designated as ordering offices under the contract clause entitled "Ordering", upon written request to the Contracting Officer. Any office so designated will be subject to a \$500,000 maximum order limit per year, unless otherwise noted. Designation will be generally for a one calendar year period

H02. Competition Requirements. Individual task orders estimated to exceed \$100,000 are required to be competed among the three eligible firms, unless the requirement meets the conditions in FAR 16.505 (b) (2) (iii) for follow-on work. Task orders estimated at less than \$100,000 may be placed directly with the most technically qualified firm. Any and all competition is restricted to technical factors only; price/rates cannot be evaluated. The factors outlined in FAR 36.602-1, tailored to the particular task order, shall be used as a basis for selection. No additional or agency unique factors may be used.

Section J of this contract provides a detailed summary of each firm. Supplemental information that is needed by an ordering office, such as a technical or management approach to a particular problem may be requested. Firms may also be requested to make oral presentations. If either of these are necessary, all eligible firms must be given an opportunity to respond to a written request and make an oral presentation. Any firm that declines to participate after initial contact may be excluded from further consideration for that requirement only.

Note: Once a contractor has exceeded the maximum contract amount for a base or option year, it is ineligible for further competition during that period.

H03. Compliance with Economy Act. Any orders placed by non-GSA agencies require compliance with the Economy Act restrictions outlined in FAR Subpart 17.5

H04. Use of Additional Consultants. The basic contract and price schedule supports seismic/structural engineering, blast engineering, geotechnical engineering, cost estimating, material testing and related administrative support. The use of other additional consultants, such as architectural, civil, electrical etc may be negotiated, on a one time basis, for unique requirements of individual work orders. Repetitive use of additional consultants will require a modification to the base contract. In no case will the value of work performed by additional consultants be greater than 30%.

H05. Issuance of Task Orders Task orders may be issued on any form prescribed by an ordering office. Contractor signature is not required on individual orders, but may be requested.

Clauses may not be in numerical sequence.

financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

10. FAR 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated –

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

(End of clause)

PART 1~ SECTION G~ CONTRACT ADMINISTRATION

11. The Contracting Officer and issuing office for this contract is as follows:

Arthur L. Brown
Property Development Division, Technical Services Branch
GSA/PBS Pacific Rim Region, 9PCT
450 Golden Gate Avenue, 3rd Floor West
San Francisco, CA. 94102

415.522.3298, FAX: 415.522.3114, e-mail: arthurl.brown@gsa.gov

12. The Contracting Officer's Technical Representative and office for this contract is:

Bela I. Palfalvi
Property Development Division, Technical Services Branch
GSA/PBS Pacific Rim Region 9PCT
450 Golden Gate Avenue, 3rd Floors West
San Francisco, CA. 94102

415,522.3183, Fax 415.522.3114, e-mail: belapalfalvi@gsa.gov

13. Each duly appointed ordering office is responsible for the full range of task order **administration, including, negotiation, task order preparation**, payments and termination of individual task orders. In the event of a dispute, informal dispute resolution procedures are to be utilized to the maximum extent possible. Ordering Offices are not authorized to issue Final Decisions under the Disputes clause of this contract.

14. **SF 1421, Performance Reports are required to be completed by each ordering activity for each task order (Ref FAR 3 6.604) Reports shall be forwarded to the Contracting Officer.**

H06. Pricing of Task Orders. Task orders will be negotiated and issued on a lump sum, firm fixed price basis only. The rates contained in Section B are for the purposes, of estimating and proposal pricing only. In no case may delivery orders be issued on either a "Labor Hour" or "Time and Materials" basis. .

H07. Records. Ordering agencies are required to keep and maintain records on the competitive selection process and compliance with the Economy Act, in addition to any other records required by the FAR or Agency Acquisition Regulations. No particular format, is required, but records should enable an outside individual to understand the nature of a particular action and the rationale behind it. These records need only be made must be available to the Contracting Officer upon request.

H08. Contractor Report of Orders received Each contractor must provide information, on a quarterly basis, on the following elements of each delivery order, modification or pending proposal:

- A. Agency
- B. Type of Action: Delivery order or Modification
- C. Status:i.e Proposal Requested, Proposal Submitted, Task order issued.
- D. Dollar Amount

Information is due by the 15th calendar day following the months of September, December, March, and June.

The report shall be provided to the Contracting Officer shown in Section G.

H09. Self-Marketing Activities Contractors are permitted and encouraged to engage in self-marketing activities. However, this does not relieve an ordering activity of the competitive requirements of H02, nor may it be construed as satisfying the competitive requirements.

HJO. Work outside the U.S. From time to time, the work may require travel outside the US. At it's sole option, the contractor may decline to submit a proposal for that particular requirement.

Hi). Escalation. Pricing for option years will be adjusted based on the negotiated factor of 3.6% per year. The 3.6% factor will be effective on the first day of the option period.

08/01/2004