

Contractor's Reference Guide



**Prepared by the USPFO For Nebraska
Contracting Office**

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**PART I
CONTRACT DOCUMENTATION**

1. FUNCTION AND AUTHORITY OF U.S. GOVERNMENT PERSONNEL

a. **AUTHORITY.** Only a duly appointed Contracting Officer has the authority to obligate the government in contractual matters. **The contracting officer is the only person with the authority to direct any changes in the contract and his/her signature will be on all contractual documents.** You are encouraged to become familiar with all clauses incorporated into your contract, you are also reminded that any changes made without the contracting officer's prior approval could result in additional cost, to you, the contractor. Your contracting officer is:

Contracting Officer Phone: _____

b. The Civil Engineer is the technical representative for the contracting officer on matters of engineering. He/she will provide inspections of the job-site to insure compliance with the specifications of the contract by the appointment of a contract inspector.

c. Your regular point of contact on the job-site will be the Civil Engineer contract inspector. They will provide technical supervision for the government and give appropriate field instructions. Typical matters on which they will represent the contracting office include compliance with plans and specifications, and participation in final inspection and acceptance. You are advised that contract inspectors **DO NOT** have the authority to commit the government to changes in contract price, changes in the scope of work, or time extensions associated with changes in work. The inspector assigned to your contract is:

LtCol Rafael A. Perez Phone: (787) 253-5172
1LT Ernesto B Rada (787) 253-5236

d. A contract administrator will be assigned by the contracting officer to accomplish the actual administration of you contract. **All documentation submitted by you, and any questions you may have concerning the contract,** should first be presented to the contract administrator. Your contract administrator is

Contract Administrator Phone: (787)

2. SUPERINTENDENT BY CONTRACTOR

During performance of a construction contract and until the work is completed and accepted, you will be required to have a competent superintendent present at the job-site at all times work is being performed. If the contractor is not superintending the work personally, he must assign and have on the work site a superintendent who is designated in writing and satisfactory to the contracting officer. (See Attached Sample)

3. BONDS

a. Payments Bonds (Standard Form 25) - Payment bonds are required as stated in your contract and must be submitted prior to Notice To Proceed being issued.

b. Performance Bonds (Standard Form 25A) - Performance bonds are required in the same manner as payment bonds. Note the additional requirement that performance bonds must state that the bond includes coverage for taxes imposed by the United States, which are collected, deducted, or withheld from wages by the contractor in carrying out the contract. Performance bonds must also be submitted prior to Notice To proceed being issued.

4. PROGRESS CHARTS

a. The provisions of your contract require you, the contractor, to prepare and submit to the contracting officer, for approval, an AF Form 3064, Contract Progress Schedule (See Attached Sample), **within 10 calendar days after the Notice to Proceed**. The schedule shall be submitted in triplicate and shall be in accordance with the instructions on the reverse of the form. After approval, a copy of the schedule will be forwarded to you. Incorrect schedules will be returned for prompt correction and resubmitted.

b. The contractor shall, thereafter submit AF Form 3065, Contract Progress Reports (See Attached Sample) monthly (no later than the 5th day) to indicate the percentage of work completed for each element of work specified on your approved schedule. Negative reports are required. Since the contract inspector also submits a report, the contractor should coordinate his percent of progress with the inspector weekly.

c. Failure to submit the schedule and reports within the time required or failure to maintain progress in accordance with your progress schedule shall result in withholding of payment and/or other action as deemed appropriate by the contracting officer.

5. SUBMITTAL PROCESS

The contractor will submit the required shop drawings and literature that is required by the specifications.

Air Force Form 66, Schedule of Material Submittals(See attached Sample), will be completed by the contractor and submitted within 10 days from the Notice To Proceed. It is up to the Contractor to know when he needs to have his shop drawings reviewed and approved, and should consider the long lead time on some material. We have agreed that a review of your submittal should not take more than 30 days from your submission to receive an approval or disapproval. This form should be one of your first submittals, since it has to be reviewed and approved by the Architect Engineer, and an adequate suspense system set up in the Contracting Office.

Air Force Form 3000 (See attached Sample) will be used as a cover sheet for all submittals. The number of the submittal (a few lines from the top center of the form) will be numbered sequentially. This number helps everyone determine when one is submitted, who has it, or if one is missing. The line items down the left side of the form must correspond exactly to the line items on Air Force form 66 (The Schedule). If a submittal is disapproved, you are to re-submit it within 10 days and use an alpha character to explain that it is a re-submittal. As an example, if line item # 64 was rejected, your re-submittal number would be # 64A, and so on until it is approved.

The Contractor must determine how many copies of the submittal to submit. The Government will require 2 copies; one for the A-E who reviews it and one copy for the Contracting Officer's Representative. The Contractor will need at least one approved copy, plus as many others as needed. (subcontractors, suppliers, fabricators, etc.)

The Contractor will send the complete required submittal directly to the Architect Engineer, and will FAX or send a copy of the AF Form 3000 (cover sheet) to the Contracting Office. The Architect Engineer will send the approved/disapproved submittal directly back to the Contractor, and FAX or send a copy of AF Form 3000 to the Contracting Office. This is to insure that we know exactly where each submittal is during the review and approval. There may be a few submittals that require the Contracting Officer's Representative to review and approve a submittal (such as selecting paint colors, or tile or carpet samples). Each of these will be specifically identified when needed.

6. SUBCONTRACTOR APPROVALS

Within 10 days after award of any subcontract, at any tier, the contractor shall deliver to the contracting officer evidence of compliance with the labor standards provisions of the contract. The contractor shall furnish a Standard Form 1413, Statement and Acknowledgment (See Attached Sample) which will be submitted in an original and one copy to the contracting officer for approval.

7. INSURANCE

a. In accordance with the provisions of the solicitation you were required to certify you have obtained the insurance required by FAR 52.228-5 (See Attached Sample). You are required to maintain this insurance during the performance of the entire contract.

b. You are required to include the clause at FAR 52.228-5 in any subcontracts under your contract.

c. You are also required to maintain a copy of your and all subcontractors insurance certificates and shall have the insurance company send copies to the contracting officer.

8. CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

- a. A daily report of all actions performed during your contract is required to be documented on a daily basis by the clause entitled "Contractor Inspection System" (FAR 52-246-12).
- b. The following should be included in your report, but is not all-inclusive.
 - (1). Inspection of equipment and materials and when received at the job-site.
 - (2). Inspection of any deficiencies discovered during the day and corrective action taken.
 - (3). Inspection and acceptance of subcontractor materials and workmanship.
 - (4). Work being performed during the day and notation of inspection and acceptance.
 - (5) Any field changes made by Civil Engineer inspector or deviations from original plans or specifications.
- c. This report is required to be kept on the job-site and available for review at all times.

9. INSPECTIONS

- a. The Government inspector for compliance with the specifications will conduct regular inspections. As previously stated the contractor is expected to know and adhere to the contract specifications and drawings.
- b. Tests to be performed by the contractor will be in accordance with the specifications and evaluated by the Government Inspectors.
- c. The contractor shall be subject to no-notice inspections under OSHA (Occupational Safety and Health Act) Program by inspectors of the Department of Labor.
- d. Maintenance of records as required by the contract and specifications are the responsibility of the contractor. Should guidance be necessary, it is available from your contract administrator.
- e. Final inspection and acceptance will normally be conducted jointly with the inspector and a representative from the contracting office. All punch list items must be completed before final acceptance of the project.

10. CHANGES - AUTHORIZED ONLY BY THE CONTRACTING OFFICER

As stated in the Changes Clause of the contract, only a duly appointed Contracting Officer has the authority to obligate the government in contractual matters. **The contracting officer is the only person with the authority to direct any changes in the contract and his/her signature will be on all contractual documents.**

You are encouraged to become familiar with this clause, and all others incorporated into you contract; you are also reminded that any changes made without the contracting officer's prior approval could result in additional cost, to you, the contractor. Any change to the contract shall be in writing as a modification to the contract and accomplished on a Standard Form 30. In the event a change should result in the increase or decrease of the total price of the contract, the contracting officer will request the contractor to submit a cost estimate breakdown. It is the government's objective to pay a fair and reasonable market value for any changes required. In order to achieve that goal, contractor's costs are thoroughly scrutinized; therefore, submit your proposal in sufficient detail for the government to evaluate all items of proposed cost. Formal or informal negotiations will be accomplished prior to a modification being written to incorporate contract changes.

11. PAYROLLS

Submission of Payrolls: Payrolls may be submitted on your present payroll forms along with a DD form 879, Statement of Compliance. Payrolls may also be submitted on form WH-347 (See Attached Sample) which has the Statement of Compliance on the reverse side or use the DD Form 879 or any compatible computer generated form. The payrolls must be submitted on a weekly basis within one week after payments are made to the individual workers.

12. PAYMENTS

1. Submit original and two copies of the request (See Attached Sample) to the Contracting Officer through the Contracting Officer Representative with the Contract Progress Report (AF Form 3065), no later than the 5th of each month. Hard copies and floppy disks will be provided to the contractor for their use.
2. The invoice will be compared to the Contract Progress Report (AF Form 3065) for the percentage of work completed.
3. Progress payments will be made once each month.
4. All invoices shall include the following:
(Ref. FAR Clause 52.232.27)
 - Name and address of contractor
 - Invoice date
 - Contract number
 - Description of work or services performed
 - Delivery and payment terms (if required)
 - Name and address of where to send payment
 - AF Form 3065, Contract Progress Report
 - Certification of Payment to Suppliers
 - Subcontract Payments Form

The contract clauses specify that the government may make progress payments as the work proceeds and that in making such payments, there may be retainage of the estimated amount until final completion and acceptance of the work. In the event the contractor has failed to submit necessary payrolls (correctly), progress schedules, progress reports and other submittal requirements under the contract, payment may be withheld to protect the interests of the government.

PART II MISCELLANEOUS INFORMATION

1. UTILITIES

The government normally furnishes utilities for use by the contractor on an “as needed” basis. In those instances where utilities are not readily available, a determination by the contracting officer shall be made delineating what action will be taken.

a. Payment or Nonpayment - If payment for utilities is required by the government, the contractor will be charged the prevailing rates as determined by the contracting officer.

b. Temporary Utilities Connection: If required, will be coordinated with Civil Engineering and completed by the contractor.

2. GOVERNMENT FURNISHED PROPERTY (GFP)

When applicable, GFP will be discussed in accordance with clause 52.245-3 & 52-245-14 of the Federal Acquisition Regulation (FAR).

3. GOVERNMENT PROPERTY OTHER THAN GOVERNMENT FURNISHED PROPERTY

a. The contractor is responsible for destruction of, or damage to, the existing facility on which he is working. This includes the protection of the structures, equipment and all utilities.

b. The contractor also assumes the risk of protecting vegetation at or adjacent to the work site.

4. SAFETY

a. General - While performing your work/contract for the Puerto Rico Air National Guard, the job-site will be subject to visits by representatives of the Safety Office. Our objective is to ensure that safety practices are being complied with and all applicable Air Force and OSHA

Regulations are adhered to. If a safety discrepancy is discovered during such visit, it will be brought to the attention of the contracting officer for corrective action.

b. Safety equipment - Ensure that equipment applicable to the contract is available, serviceable, and properly used.

c. Job-Site Hazards - Areas such ditches, trenches, and holes that are dug create a hazard to personnel and are required to be guarded and illuminated during hours of darkness. Every effort must be made to prevent injuries and protect property from damage.

d. Mishap Reporting - The Contracting Office, Telephone Number _____, must be notified if a mishap should occur involving Air Force personnel, equipment or property. The contract administrator will in turn notify the Safety Office.

e. The Safety Office, located in building 22, telephone (787) 253-5175, will assist you at anytime.

5. WELDING PERMIT

No welding will be permitted without obtaining a permit issued by the Base Fire Department. All fire and safety regulations are to be followed.

6. CONSTRUCTION DIGGING PERMIT

The contractor, prior to any excavation, shall obtain a properly approved and coordinated construction permit (AF Form 103) from the Base Civil Engineer.

7. OPERATION OF STORAGE AREAS

a. The Base Civil Engineer may designate an area at or near the job-site where the contractor may store materials. Any temporary fencing and security requirements must be furnished and removed at the completion of the project by the contractor.

b. The erection and removal of temporary buildings in the area designated by the Base Civil Engineer will be the responsibility of the contractor. The area will also be the responsibility of the contractor and must be replaced to its formal condition upon removal of any temporary structure.

c. The Base Civil Engineer will designate roadways to and from the temporary storage area of structure, if not existing. The designated roadway will be the only access used and will be restored, within reason, to its original condition, after such use.

d. The Base Civil Engineer will designate areas where heavy equipment shall be parked overnight.

8. MILITARY SECURITY REQUIREMENTS

If the contract involves access to classified information the contractor will be furnished with the DOD Manual for Safeguarding Classified Information and a security agreement will be initiated as part of the contract.

9. PASSES FOR EMPLOYEES AND VEHICLE

Request for passes will be submitted to Base Security through the Base Civil Engineer. These passes will run through the contract completion date and should be turned in to the contract administrator upon contract completion.

10. RESIDUAL MATERIAL

All residual materials generated as a direct result of any contract awarded from this invitation will become the property of the contractor unless specifically excepted in the contract. The contractor agrees to remove all such residual materials from the construction site before the completion date in the contract. The bidder warrants that consideration has been given to such materials and proper credit allowed.

11. FIELD CHECKS

Field checks may be made at any time by base personnel, i.e., Fire Department, Security Police, Safety Office and Environmental Office to check on compliance with Air Force Regulations.

12. CLEAN UP

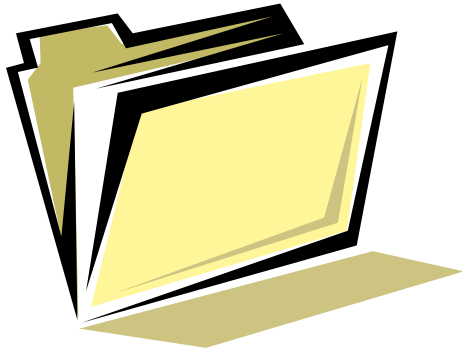
The contractor shall at all times keep the work area, including storage areas, free from accumulation of waste materials. Upon completing the work, the contractor shall leave the work area in a clean, neat and orderly condition.

13. WARRANTIES AND OPERATION MANUALS

In addition to the warranty of the contract that the work performed conforms to the contract requirements and is free of any defect in equipment, material, design furnished, or workmanship. The contractor shall obtain and furnish to the government, all warranties and operating manuals that would be furnished in normal commercial practice.

PART III

SAMPLE OF LETTERS & FORMS



MEMORANDUM FOR 156 LS/LGC

FROM:

SUBJECT: Designation of Superintendent letter, Contract DAHA70-__-__-____

This is to advise that the project superintendent for subject contract will be:

FULL NAME

This individual has authority to act for the contractor in all matters except:

(Signature of company Official)

(Typed Name and Title)

cc: Base Civil Engineer (CES)

CONTRACTOR PROGRESS SCHEDULE
(See Contractor's Instructions on page 8)

Form Approved
OMB NO. 0700-0188

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your form/questionnaire to either of these addresses. Send your completed form/questionnaire to: SAF ADCCO, Washington DC 20330-1000.

| | | | |
|-------------------------------------|---------|---|--|
| 1. CONTRACT NO. DAHA25-99-C-0863 | | 8. PROJECT TITLE CONSTRUCT AVIATION SUPPORT FACILITY FOR NE ANG, LINCOLN, NEBRASKA | |
| 2. STARTING DATE 02APR99 | 02APR02 | 9. SUBMITTED BY: DATE SIGNED 02APR99 | |
| 3. COMPLETION DATE 02APR02 | | CONTRACTOR'S SIGNATURE <i>George Brown</i> | |
| 4. PURCHASE REQUEST NO. NGCB101 | | CONTRACTOR'S NAME (Last, First, Middle Initial) ADDRESS ACME CONSTRUCTION CO. OMAHA, NE 68999 | |
| 5. PROJECT NO. 1 JUN 99 | | CONTRACTING OFFICER'S SIGNATURE <i>T. Williams</i> | |
| 6. ACTUAL STARTING DATE 1 JUN 99 | | 10. APPROVAL RECOMMENDED BY: DATE SIGNED 02 APR 99 | |
| 7. ACTUAL COMPLETION DATE | | 11. APPROVED BY: DATE SIGNED 06 APR 99 | |

| LINE NO. A | WORK ELEMENTS B | MONTHLY PROGRESS | | | | | | | | | | | | |
|---------------|----------------------------|------------------|------|-------|-------|-------|-------|-------|-------|-------|-------|--------|------|--------|
| | | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | % C | | |
| 1 | GENERAL REQUIREMENTS | 5.00 | 2.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 |
| 2 | SITE WORK | 10.00 | | | 5.00 | 5.00 | | | | | | | | 10.00 |
| 3 | CONCRETE | 5.00 | | | 2.00 | 3.00 | | | | | | | | 5.00 |
| 4 | ROOFING | 20.00 | | | 5.00 | 5.00 | 5.00 | 5.00 | | | | | | 20.00 |
| 5 | DOORS & WINDOWS | 1.00 | | 1.00 | | | | | | | | | | 1.00 |
| 6 | FINISHES | 30.00 | 2.00 | 4.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 4.00 | | 30.00 |
| 7 | MECHANICAL | 15.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 3.00 | 3.00 | 3.00 | 3.00 | 1.00 | | 15.00 |
| 8 | FIRE PROTECTION | 4.00 | | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | 4.00 |
| 9 | ELECTRICAL | 10.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 2.00 | 1.00 | 10.00 |
| | TOTAL | 100.00 | | | | | | | | | | | | 100.00 |
| | PROJECTED PROGRESS MONTHLY | | 3.00 | 7.00 | 8.00 | 21.00 | 22.00 | 15.00 | 15.00 | 15.00 | 15.00 | 7.00 | 1.00 | |
| | ACCUMULATED PROGRESS | | 3.00 | 10.00 | 18.00 | 39.00 | 61.00 | 76.00 | 91.00 | 98.00 | 98.00 | 100 | | |
| | ACTUAL PROGRESS MONTHLY | | | | | | | | | | | | | |
| | ACCUMULATED PROGRESS | | | | | | | | | | | | | |

CONTRACT PROGRESS REPORT

Form Approved
OMB NO. 9000-0058
Expires March 31, 1993

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project OMB No. 9000-0058, Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send your completed form to: SAF/AQCO, Pentagon, Washington DC 20330-1000.

| | |
|--|--|
| CONTRACTOR ACME CONSTRUCTION CO. | ADDRESS 1379 E. 47TH STREET OMAHA, NE 68999 |
|--|--|

| | | | | |
|------------------------|---|-------------------------------|---|-------------------------------------|
| REPORT NO. 1 | PERIOD COVERED FROM: 1 JUN 99 TO: 30 JUN 99 | PROJECT NO. NGCB101 | CONTRACT NO. DAHA25-99-C-0863 | COMPLETION DATE 28 FEB 00 |
|------------------------|---|-------------------------------|---|-------------------------------------|

| LINE NO. | WORK ELEMENT | % OF TOTAL JOB | % COMPLETED THIS PERIOD | % COMPLETED CUMULATIVE |
|--------------|----------------------|----------------|-------------------------|------------------------|
| 1 | GENERAL REQUIREMENTS | 5.00 | 2.00 | 2.00 |
| 2 | SITE WORK | 10.00 | 0.00 | 0.00 |
| 3 | CONCRETE | 5.00 | 0.00 | 0.00 |
| 4 | ROOFING | 20.00 | 0.00 | 0.00 |
| 5 | DOORS & WINDOWS | 1.00 | 0.00 | 0.00 |
| 6 | FINISHES | 30.00 | 0.00 | 0.00 |
| 7 | MECHANICAL | 15.00 | 0.00 | 0.00 |
| 8 | FIRE PROTECTION | 4.00 | 0.00 | 0.00 |
| 9 | ELECTRICAL | 10.00 | 1.00 | 1.00 |
| TOTAL | | 100.00 | 3.00 | 3.00 |

REMARKS

At the Contracting Officer's discretion and according to the payments clause of the contract, the information provided on this form may be used for computing progress payments.

PROGRESS OR COMPLETION CERTIFICATE

I hereby certify that the contractor has satisfactorily completed the indicated percentage of the contract per contract specifications.

| | | |
|--|---------------|-------------------|
| SUBMITTED BY OR FOR <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> BASE CIVIL ENGINEER | | |
| TYPE OR PRINT NAME AND TITLE MR. GEORGE ACME, GENERAL MANAGER | SIGNATURE | DATE 04 JUL 99 |
| REVIEWED BY OR FOR CONTRACTING OFFICER | | |
| TYPE OR PRINT NAME AND TITLE | SIGNATURE | DATE |

| SCHEDULE OF MATERIAL SUBMITTALS | | | | | | | | | | | | PROJECT NUMBER | | PROJECT TITLE | | SOLICITATION/CONTRACT NO. | | |
|---|--|------------------------|-----------|----------|-------|---|------------|------------|--------------------------|--|------------------------------------|--------------------------|-----------|--------------------------|--------------|----------------------------|----------------|---------|
| TO BE COMPLETED BY PROJECT ENGINEER | | | | | | TO BE COMPLETED BY CONTRACT ADMINISTRATOR | | | | | | AVIATION SUPPORT FAC | | DAHA25-99-C-0863 | | | | |
| LINE NO. | ITEM OR DESCRIPTION OF ITEM, CONTRACT REFERENCE, TYPE OF SUBMITTAL | NO. OF COPIES REQUIRED | | | | | | | REQUIRED SUBMISSION DATE | DATE RECEIVED IN CONTRACT ADMINISTRATION | DATE TO BE RECEIVED BY ENGINEERING | RETURN TO SUBMITTER DATE | FOLLOW-UP | DATE CONTRACTOR NOTIFIED | | CONTRACT LOG NO. SUBMITTAL | FINAL APPROVAL | REMARKS |
| | | GENERAL CONTRACTOR | ARCHITECT | ENGINEER | OWNER | MANUFACTURER | RESEARCHER | LABORATORY | | | | | | APPROVE | REP. APPROVE | | | |
| 1 | CUTTING CEMENT 01045 1.3A | | | | | | | | 7 JUL 99 | | | | | | | | | |
| 2 | PORTLAND CEMENT 02520 1.3B | | | | | | | | 9 JUL 99 | | | | | | | | | |
| 3 | ROUGH FRAMING 06100 1.4B | | | | | | | | 11 JUL 99 | | | | | | | | | |
| 4 | ROOF FRAMING 07511 1.5B | | | | | | | | 11 JUL 99 | | | | | | | | | |
| LIST ALL SUBMITTALS WITH THE LINE NUMBER AND THE SPECIFICATION SECTION OR DRAWING NUMBER; THE LINE NUMBER WILL BE THE ONE USED TO TRACK THE SUBMITTALS. | | | | | | | | | | | | | | | | | | |

MATERIAL APPROVAL SUBMITTAL

(See Instructions on Reverse)

Form Approved
OMB No 9000-0062
Expires Apr 30, 1993

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project OMB No 9000-0062, Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send your completed form to: SAF/AQCO, Pentagon, Washington DC 20330-1000.

| | | | | |
|--|--|--|--|--|
| TO: (Contracting Officer) USPFO CONTRACTING OFFICE | | FROM: (Contractor) ACME CONSTRUCTION | | DATE 21 JUN 99 |
| CONTRACT NUMBER DAHA25-99-C-0863 | | SUBMISSION NUMBER 3 | | SUBMITTAL <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RESUBMITTAL |
| PREVIOUS SUBMISSION NUMBER 2 | | PROJECT NUMBER NGCB101 | | |

| TO BE COMPLETED BY CONTRACTOR | | | FOR GOVERNMENT USE ONLY | | | |
|-------------------------------|--|---|-------------------------|------------------|----------------|---------|
| ITEM NO. | SPECIFICATION SECTION/ PARA NO./DRAWING NO. | DESCRIPTION OF MATERIAL (Include Type, Model Number, Catalog Number, Mfg., etc.) | AP- PROVED | DISAP- PROVED | SEE REVERSE | INITIAL |
| 3 | ROUGH FRAMING 06100 1.4B | FRAMING OF CONCRETE SUPPORT FORMS | | | | |
| 9 | 09411 2.6C | PRODUCT LITERATURE, FAN COIL UNITS | | | | |
| 13 | 13000 5.6A | SHOP DRAWING, LIGHT MOUNT FIXTURE | | | | |
| ** | THE LINE NUMBER WILL CORRESPOND TO THE "SCHEDULE OF MATERIAL SUBMITTALS" NUMBER AND WILL BE USED TO TRACK THE SUBMITTAL. | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

BY COMPLETING THIS FORM, THE UNDERSIGNED CONTRACTOR CERTIFIES THAT THE MATERIAL COMPLIES WITH ALL SPECIFICATIONS OF SUBJECT CONTRACT.

| | | |
|--------------------------|---|------------------|
| DATE 21 JUN 99 | TYPE OR PRINT NAME AND TITLE GEORGE ACME, GENERAL MANAGER | SIGNATURE |
|--------------------------|---|------------------|

FOR GOVERNMENT USE ONLY

TO: (Base Civil Engineering Officer)

For Evaluation and Action

| | | |
|-------------|-------------------------------------|------------------|
| DATE | TYPE OR PRINT NAME AND GRADE | SIGNATURE |
|-------------|-------------------------------------|------------------|

TO: (AF Contracting Office)

| | | |
|------------------|-----------------|---|
| RECOMMEND | APPROVAL | DISAPPROVAL AS INDICATED ABOVE AND SUBJECT TO ANY APPLICABLE COMMENTS ON THE REVERSE |
|------------------|-----------------|---|

| | | |
|-------------|-------------------------------------|------------------|
| DATE | TYPE OR PRINT NAME AND GRADE | SIGNATURE |
|-------------|-------------------------------------|------------------|

TO: (Contractor)

APPROVED DISAPPROVED AS INDICATED ABOVE AND SUBJECT TO ANY APPLICABLE COMMENTS ON THE REVERSE SIDE. REQUEST RESUBMITTAL ON DISAPPROVED ITEMS WITHIN _____ DAYS OF DATE SHOWN BELOW.

| | | |
|-------------|-------------------------------------|------------------|
| DATE | TYPE OR PRINT NAME AND GRADE | SIGNATURE |
|-------------|-------------------------------------|------------------|

STATEMENT AND ACKNOWLEDGMENT

FORM APPROVED
OMB NO.
3090-0119

PART I - STATEMENT OF PRIME CONTRACTOR

| | | |
|--|---|---|
| 1. PRIME CONTRACT NO. 25-99-C-0863 | 2. DATE SUBCONTRACT AWARDED 2 APRIL XX | 3. SUBCONTRACT NUMBER 99-21 |
| 4. PRIME CONTRACTOR (Name, address and ZIP code) ACME CONSTRUCTION CO. ATTN MR GEORGE ACME 1379 E. 47TH STREET OMAHA, NE 68999 | | 5. SUBCONTRACTOR (Name, address and ZIP code) SMITH HEATING & AC COMPANY 1000 "A" STREET LINCOLN, NE 68123 |

6. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) ACME CONSTRUCTION CO., 1379 E. 47TH ST., OMAHA, NE 68999.

to the subcontractor identified in Item 5, for the following work:

PROVIDE AND INSTALL ALL AIR CONDITIONING AND HEATING EQUIPMENT FOR FACILITY.

| | | |
|---|--|-------------------------------|
| 7. PROJECT CONSTRUCT AVIATION SUPPORT FACILITY NE ANG BASE, LINCOLN, NEBRASKA | 8. LOCATION LINCOLN, NEBRASKA | |
| 9. NAME AND TITLE OF PERSON SIGNING MR. GEORGE ACME GENERAL MANAGER | 10. BY (Signature) <i>George Acme</i> | 11. DATE SIGNED 2 APRIL XX |

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

12. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

| | |
|---|--------------------------------------|
| Contract Work Hours and Safety Standards Act - Overtime | Davis-Bacon Act |
| Compensation - Construction | Apprentices and Trainees |
| Payrolls and Basic Records | Compliance with Copeland Regulations |
| Withholding of Funds | Subcontracts |
| | Contract Termination-Debarment |

13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

USE THIS SPACE TO LIST ANY LOWER LEVEL SUBCONTRACTORS, AND PROVIDE THIS FORM FOR EACH OF THEM. WHEN USING ADDITIONAL OR LOWER LEVEL SUBCONTRACTORS, THE SUBCONTRACTOR WILL BECOME THE PRIME CONTRACTOR.

(THERE WILL BE ONE OF THESE FORMS ON FILE FOR EVERY CONTRACTOR THAT WORKS ON THE CONTRACT)

| | | |
|--|--|-------------------------------|
| 14. NAME AND TITLE OF PERSON SIGNING JOHN SMITH, JR. OWNER | 15. BY (Signature) <i>John Smith, Jr.</i> | 16. DATE SIGNED 2 APRIL XX |
|--|--|-------------------------------|

Certificate of Compliance With
Insurance Requirements
Contract No. DAHA25-99-C-0863

The undersigned Contractor hereby acknowledges that he/she has read and understands the insurance requirements specified in this contract and hereby agrees that:

1. Such insurance will be maintained in at least the amounts and types specified in the contract and during any modifications and/or time extensions granted thereto;
2. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective for at least 30 days after the insurer gives the Contracting Officer written notice;
3. That Nebraska Workman's Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for and during the entire performance period and for and during any modifications and/or time extensions granted thereto;
4. That a copy of all subcontractor's "Proof of Required Insurance" shall be maintained and shall be made available to the Contracting Officer upon request.

This agreement shall become part of and be incorporated unto the above referenced contract and shall be legally binding and enforceable at law.

INSURANCE COMPANY(S): _____

(Name(s)) (Telephone No.)

CONTRACTOR:

Acme Construction Co. _____
1379 E. 47th Street (Printed Name & Title) (Date)
Omaha, NE 68999

(Authorized Signature)

The undersigned Contracting Officer hereby accepts this Certificate of Compliance with Insurance Requirements and hereby incorporates this agreement in the above referenced contract.

Thomas Smith
Contracting Officer

MEMORANDUM FOR ALL CONTRACTORS AND SUBCONTRACTORS

FROM: 156th LS/LGC

SUBJECT: Pre-construction Letter

1. The labor standards requirements for the construction contract, which you have been awarded, are based on the following statutes and regulations:

Davis-Bacon Act:

(1) All mechanics and laborers (those workers and working foremen who work predominately with their hands or with tools and equipment, whether employed by a prime contractor or by a subcontractor) employed or working directly upon the site of work will be paid not less than once a week. Each worker will be paid not less than the hourly rate shown on his classification in the wage determination.

(2) Fringe benefit payments will be paid in the amount of the wage determination. They may be paid by making payment in cash or by making payment to a fund, plan, or program.

(3) Whenever any laborer or mechanic is to be employed in a classification not listed in the wage determination, you are required to submit a statement of the proposed additional classification and minimum wage rate, including fringe benefit payments, if any, to the contracting officer for approval. Upon approval, the additional classification and rate shall be posted with the wage determination on the job site.

(4) Violation of any part of this Act may result in the termination of your right to proceed with the work.

b. Contract Work Hours and Safety Standards Act - Overtime Compensation:

(1) Any laborer or mechanic doing any part of the work contemplated by this contract who is required or permitted to work more than forty (40) hours in any work week, shall be compensated for such overtime hours at a rate not less than one and one half times his/her basic hourly rate of pay.

(2) Violators of the provisions of this Act will result in your being liable to the affected employee for any amounts due, and to the United States for liquidated damages in the amount of \$10 for each calendar day each employee is permitted to work in violation of the Act.

c. Copeland ("Anti-Kickback") Act:

(1) No laborer or mechanic will be forced, intimidated, threatened by dismissal for employment, or induced by any other manner to give you any part of the compensation to which he/she is entitled.

(2) Violation of this Act could result in the violator being fined not more than \$5,000 or imprisoned for not more than five (5) years, or both.

d. Apprentices:

(1) Apprentices will be permitted-to work as such only when they are registered individually, under an apprenticeship program recognized by or registered with the United States Department of Labor.

(2) Prior to using any apprentices on the work required by this contract, you are required to furnish written evidence of their registration as well as the ratio allowed and the wage rate required to be paid.

e. Payrolls and Basic Records:

(1) You are required to maintain during the course of work and for a period of three (3) Years thereafter all payrolls and basic records for all laborers and mechanics working on this contract.

(2) Authorized representatives of the contracting officer and the Department of Labor will inspect these records. You are also required to permit these representatives to interview your employees during working hours on the job.

f. Parts 3 and 5 of the Secretary of Labors Regulations (Parts 3 and 5, subtitle A, Title 29, Code of Federal Regulations).

g. Equal Opportunity: In connection with the performance of work under this contract, discrimination against any employee or applicant for employment because of race, sex, religion, color, or national origin is prohibited. The aforesaid provision shall include, but not be limited to the following:

(1) Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

(2) Posters regarding the above will be supplied to you. Such posters must be posted in conspicuous places at the job site and available to employees and applicants for employment.

2. Compliance with the intent and requirements of these labor standards provisions will be observed during site visits to the job-site by personnel of the contracting office or the U.S. Department of Labor.

3. If you have any questions in regards to the above, contact your contract administrator or the undersigned.

CARLOS E. DE SEVILLA, SMSgt, PRANG
Contracting Officer

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|-----------------------------|--------------------------------|----------|--|------------------------------------|--------------|-------------|---|-----------|----------------|-------------------------------|-------------|-----------------------|---|-------|---|---------------------------------------|--------|-------------|--------------|-----|-------------|---|-----|---------------------|-----------------------|-----------|---------------|--|
| Invoice No. 01 | Contract No. DAHA _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Invoice Submitted for Period Ending: _____ | Task Order No. _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Description: | Prompt Payment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Check B Progress Payment (payment due within 14 days) | Discount Terms: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Check B Final Payment (payment due in 30 days) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">A. Original Contract Sum</td> <td style="width: 20%; text-align: right; padding: 2px;">\$10,999,876</td> <td style="width: 50%; padding: 2px;">Contractor Remit To:</td> </tr> <tr> <td style="padding: 2px;">B. Net Change By Modifications</td> <td style="text-align: right; padding: 2px;">\$25,000</td> <td style="padding: 2px;">(must be the same as on the contract)</td> </tr> <tr> <td style="padding: 2px;">C. Contract Sum To Date (A+B=C)</td> <td style="text-align: right; padding: 2px;">\$11,024,876</td> <td style="padding: 2px;">Name: _____</td> </tr> <tr> <td style="padding: 2px;">D. Value of Completed Work This Period</td> <td style="text-align: right; padding: 2px;">\$750,000</td> <td style="padding: 2px;">Address: _____</td> </tr> <tr> <td style="padding: 2px;">E. Total of Previous Payments</td> <td style="text-align: right; padding: 2px;">\$2,998,342</td> <td style="padding: 2px;">City/State/Zip: _____</td> </tr> <tr> <td style="padding: 2px;">F. Percent of Work Completed This Period</td> <td style="text-align: right; padding: 2px;">6.80%</td> <td style="padding: 2px;">Person to notify if invoice is defective:</td> </tr> <tr> <td style="padding: 2px;">G. Percent of Total Work Completed</td> <td style="text-align: right; padding: 2px;">34.00%</td> <td style="padding: 2px;">Name: _____</td> </tr> <tr> <td style="padding: 2px;">H. Retainage</td> <td style="text-align: right; padding: 2px;">\$0</td> <td style="padding: 2px;">Title _____</td> </tr> <tr> <td style="padding: 2px;">I. Withholding (*explain reason for withholding)</td> <td style="text-align: right; padding: 2px;">\$0</td> <td style="padding: 2px;">Telephone No: _____</td> </tr> <tr> <td style="padding: 2px;">J. Current Amount Due</td> <td style="text-align: right; padding: 2px;">\$750,000</td> <td style="padding: 2px;">E-Mail: _____</td> </tr> </table> | A. Original Contract Sum | \$10,999,876 | Contractor Remit To: | B. Net Change By Modifications | \$25,000 | (must be the same as on the contract) | C. Contract Sum To Date (A+B=C) | \$11,024,876 | Name: _____ | D. Value of Completed Work This Period | \$750,000 | Address: _____ | E. Total of Previous Payments | \$2,998,342 | City/State/Zip: _____ | F. Percent of Work Completed This Period | 6.80% | Person to notify if invoice is defective: | G. Percent of Total Work Completed | 34.00% | Name: _____ | H. Retainage | \$0 | Title _____ | I. Withholding (*explain reason for withholding) | \$0 | Telephone No: _____ | J. Current Amount Due | \$750,000 | E-Mail: _____ | |
| A. Original Contract Sum | \$10,999,876 | Contractor Remit To: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B. Net Change By Modifications | \$25,000 | (must be the same as on the contract) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C. Contract Sum To Date (A+B=C) | \$11,024,876 | Name: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D. Value of Completed Work This Period | \$750,000 | Address: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E. Total of Previous Payments | \$2,998,342 | City/State/Zip: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F. Percent of Work Completed This Period | 6.80% | Person to notify if invoice is defective: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| G. Percent of Total Work Completed | 34.00% | Name: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| H. Retainage | \$0 | Title _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| I. Withholding (*explain reason for withholding) | \$0 | Telephone No: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| J. Current Amount Due | \$750,000 | E-Mail: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CERTIFICATION: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| I hereby certify, to the best of my knowledge and belief that--- | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (1) The amount requested are only for performance in accordance with the specifications, terms, and conditions of the contract; | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (2) Payment to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (4) This certification is not to be construed as final acceptance of a subcontractors's performance. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ (Signature) | _____ (Printed/Typed Name) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| _____ (Date) | _____ (Title) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BELOW IS FOR GOVERNMENT USE ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Check E Approved for the amount of _____ | Payment # _____ <input type="checkbox"/> Check B Disapproved *reason attached hereto. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Engineer/COTR Signature _____ | Pursuant to Far 52.232-27 Prompt Payment for Construction, this payment is due not later than | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date _____ | _____ (Date) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contracting Officer's Signature _____ | Invoice Received at Designated Billing Officer (date stamp) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Check E This payment is for a Small Disadvantaged Business (SDB) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IAW DFARS 232.905 (2), designated payment offices are encouraged to pay SDB concerns as quickly as possible after the invoices are received and before normal payment due dates established in the contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

SAMPLE

RELEASE OF CLAIMS

CONTRACT NO: DAHA70-__-C____, Project No:

For the Puerto Rico Air National Guard, Carolina, Puerto Rico.

KNOW ALL MEN BY THESE PRESENT: In consideration of the premise and sum of, lawful money of the United States of: America (hereinafter called the "Government") of which (dollar amount written out)(\$ amount in numerals) has been paid and a balance is due (dollar amount written out)(\$ amount in numerals) which will be paid by the government under the above noted contract, the undersigned contractor does remise, release and forever discharge the government, its officers, agents, employees, of and from all liabilities, obligations, and claims whatsoever in law and equity under, arising out of or by virtue of said contract, except specific claims in stated amounts, or in estimated amounts when the amounts are not susceptible of exact statement by the contractors, as follows: None

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 19____.

COMPANY NAME

BY: _____

TITLE: _____

(Witness signature)

CERTIFICATE

I, _____, certify that I am the Financial Secretary of the corporation named as contractor in the foregoing release; that _____ (Contractor) who signed said release on behalf of the contractor was then _____ of said (Title) corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature)

(Corporate seal)