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UNIFIED FACILITIES GUIDE SPECIFICATIONS

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DIVISION 01 - GENERAL REQUIREMENTS

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PRICE AND PAYMENT PROCEDURES

02/10

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PART 1 GENERAL

1.1 REFERENCES

NOTE: This paragraph is used to list the publications cited in the text of the guide specification. The publications are referred to in the text by basic designation only and listed in this paragraph by organization, designation, date, and title.

Use the Reference Wizard's Check Reference feature when you add a RID outside of the Section's Reference Article to automatically place the reference in the Reference Article. Also use the Reference Wizard's Check Reference feature to update the issue dates.

References not used in the text will automatically be deleted from this section of the project specification when you choose to reconcile references in the publish print process.

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EP-1110-1-8

(2009) Construction Equipment Ownership
and Operating Expense Schedule, Volumes 1
- 12 (Regions I - XII)

1.2 SUBMITTALS

NOTE: Review submittal description (SD) definitions in Section 01 33 00 SUBMITTAL PROCEDURES and edit the following list to reflect only the submittals required for the project. Submittals should be kept to the minimum required for adequate quality control.

A "G" following a submittal item indicates that the submittal requires Government approval. Some submittals are already marked with a "G". Only delete an existing "G" if the submittal item is not complex and can be reviewed through the Contractor's Quality Control system. Only add a "G" if the submittal is sufficiently important or complex in context of the project.

For submittals requiring Government approval on Army projects, a code of up to three characters within the submittal tags may be used following the "G" designation to indicate the approving authority. Codes for Army projects using the Resident Management System (RMS) are: "AE" for

Architect-Engineer; "DO" for District Office (Engineering Division or other organization in the District Office); "AO" for Area Office; "RO" for Resident Office; and "PO" for Project Office. Codes following the "G" typically are not used for Navy, Air Force, and NASA projects.

Choose the first bracketed item for Navy, Air Force and NASA projects, or choose the second bracketed item for Army projects.

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor Quality Control approval.][for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government.] The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

NOTE: When a cost-loaded Network Analysis Schedule (NAS) is included in the project, the information required by this Section for the Schedule of Prices will be an integral part of the cost-loaded NAS. In this case, delete the requirement for the submittal of the Schedule of Prices and substitute the requirement for the submittal of the Earned Value Report. Edit the remainder of the section appropriately.

[Schedule of prices][Earned Value Report]; G

1.3 [SCHEDULE OF PRICES][EARNED VALUE REPORT]

1.3.1 Data Required

[This contract requires the use of a cost-loaded Network Analysis Schedule. The information required for the Schedule of Prices will be entered as an integral part of the Network Analysis Schedule (NAS) .] [Within [15] [_____] calendar days of notice of award, prepare and deliver to the Contracting Officer [a schedule of prices][an Earned Value Report] (construction contract) on the forms furnished by the Government.] Provide a detailed breakdown of the contract price, giving quantities for each of the various kinds of work, unit prices, and extended prices.

[1.3.2 Real Property Assets

NOTE: Include this paragraph for projects funded under the military construction (MCON) programming system and list [Real Property Assets with] construction category numbers and descriptions. This information will be provided by the Government.

The following real property assets apply to work covered by this

specification. These assets are broken out by construction categories and are typically found in the DD Form 1391, and the "Category Codes for Military Real Property", which is service specific and available from the Contracting Officer. These assets must also be identified in coordination with the Real Property Accounting Officer. (Contact the Contracting Officer for coordination.)

Divide detailed asset breakdown into each construction category, sufficient for completion of the DD Form 1354, Transfer and Acceptance of Military Real Property. Subcontractors who may be involved in work under more than one of these categories shall be advised of this requirement in order to furnish such data without delay. Assets and construction categories above may be modified by the Contracting Officer as necessary during course of work.

Cost data accumulated under this section are required in the preparation of DD Form 1354. Coordinate with section 01 33 10.05 20, DESIGN SUBMITTAL PROCEDURES paragraph "DD Form 1354".

11.3.3 Schedule Instructions

Payments will not be made until the [Schedule of Prices][cost-loaded NAS] has been submitted to and accepted by the Contracting Officer. Identify the cost for site work, and include incidental work to the 1.5 m 5 foot line. Identify costs for the building(s), and include work out to the 1.5 m 5 foot line. Work out to the 1.5 m 5 foot line shall include construction encompassed within a theoretical line 1.5 m 5 feet from the face of exterior walls and shall include attendant construction, such as cooling towers, placed beyond the 1.5 m 5 foot line.

11.3.4 Schedule Requirements for HVAC TAB

The field work Section 23 05 93 TESTING, ADJUSTING AND BALANCING shall be broken down in the [Schedule of Prices and in the Construction Progress Documentation][cost-loaded NAS] by separate line items which reflect measurable deliverables. Specific payment percentages for each line item shall be determined on a case by case basis for each contract. The line items shall be as follows:

- a. Approval of Design Review Report: The TABS Agency is required to conduct a review of the project plans and specifications to identify any feature, or the lack thereof, that would preclude successful testing and balancing of the project HVAC systems. The resulting findings shall be submitted to the Government to allow correction of the design. The progress payment shall be issued after review and approval of the report.
- b. Approval of the pre-field engineering report: The TABS Agency submits a report which outlines the scope of field work. The report shall contain details of what systems will be tested, procedures to be used, sample report forms for reporting test results and a quality control checklist of work items that must be completed before TABS field work commences.
- c. Season I field work: Incremental payments are issued as the TABS field work progresses. The TABS Agency mobilizes to the project site and executes the field work as outlined in the pre-field engineering report. The HVAC water and air systems are balanced and operational data shall be collected for one seasonal condition (either summer or

winter depending on project timing).

- d. Approval of Season I report: On completion of the Season I field work, the data is compiled into a report and submitted to the Government. The report is reviewed, and approved, after ensuring compliance with the pre-field engineering report scope of work.
- e. Completion of Season I field QA check: Contract QC and Government representatives meet the TABS Agency at the jobsite to retest portions of the systems reported in the Season I report. The purpose of these tests are to validate the accuracy and completeness of the previously submitted Season I report.
- f. Approval of Season II report: The TABS Agency completes all Season II field work, which is normally comprised mainly of taking heat transfer temperature readings, in the season opposite of that under which Season I performance data was compiled. This data shall be compiled into a report and submitted to the Government. On completion of submittal review to ensure compliance with the pre-field engineering report scope, progress payment is issued. Progress payment is less than that issued for the Season I report since most of the water and air balancing work effort is completed under Season I.

11.4 CONTRACT MODIFICATIONS

In conjunction with the Contract Clause "DFARS 252.236-7000, Modification Proposals-Price Breakdown," and where actual ownership and operating costs of construction equipment cannot be determined from Contractor accounting records, equipment use rates shall be based upon the applicable provisions of the [EP-1110-1-8](#).

1.5 CONTRACTOR'S INVOICE AND CONTRACT PERFORMANCE STATEMENT

**NOTE: Use this article "Contractor's Invoice and
Contract Performance Statement," for all projects,
except those in LANTNAVFACENGCOM.**

1.5.1 Content of Invoice

Requests for payment will be processed in accordance with the Contract Clause FAR 52.232-27, Prompt Payment Construction Contracts and shall include the documents listed below. If NFAS Clause 5252.232-9301 is included in the contract, the listed documents shall be provided as attachments in Wide Area Work Flow (WAWF). The maximum size of each WAWF attachment is two megabytes, but there are no limits on the number of attachments. If a document cannot be attached in WAWF due to system or size restriction it shall be provided as instructed by the Contracting Officer.

- a. The Contractor's invoice, on NAVFAC Form 7300/30 furnished by the Government, showing in summary form, the basis for arriving at the amount of the invoice. Form 7300/30 shall include certification by Quality Control (QC) Manager as required by the contract.
- b. The [Estimate for Voucher][Earned Value Report from the cost-loaded NAS][Contract Performance Statement on NAVFAC Form 7300/30 furnished by the Government], showing in detail: the estimated cost, percentage

of completion, and value of completed performance [for each of the construction categories stated in this contract].

- c. A final invoice shall be accompanied by the certification required by DFARS 252.247.7023 TRANSPORTATION OF SUPPLIES BY SEA, and the Contractor's Final Release. If the Contractor is incorporated, the Final Release shall contain the corporate seal. An officer of the corporation shall sign and the corporate secretary shall certify the Final Release.

NOTE: Select appropriate bracketed text regarding construction schedule and network mathematical analysis. Select construction schedules when Section 01 32 16.00 20 CONSTRUCTION PROGRESS DOCUMENTATION is included in the project. Select network mathematical analysis when Section 01 32 17.00 20 NETWORK ANALYSIS SCHEDULES (NAS) is included in the project.

- d. [Updated Project Schedule and any reports required by the contract.]
- e. Contractor Safety Self Evaluation Checklist
- f. Monthly Work-hour report
- g. Solid Waste Disposal Report
- h. Other supporting documents as requested

[1.5.2 Submission of Invoices

All invoices shall be submitted electronically via WAWF when NFAS Clause 5252.232-9301 is included in the contract.

- a. Invoices not completed in accordance with contract requirements will be returned to the Contractor for correction of the deficiencies.
- b. Final invoices not accompanied by the Contractor's Final Release and the certification of Transportation of Supplies by Sea will be considered incomplete and will be returned to the Contractor.

For final invoices being submitted in WAWF, the certification of Transportation of Supplies by Sea and the duly executed original Contractor's Final Release must be provided to the respective contracting officer prior to submission of the invoice.

Submit final invoice and attach a copy of the transportation certification and final release documents in WAWF.]

[1.6 CONTRACTOR'S INVOICE

NOTE: Use this article "Contractor's Invoice" for LANTNAVFACENGCOM projects.

NOTE: For projects at Naval Station Guantanamo Bay,
Cuba, include the last bracketed option, "Materials
on Site."

NOTE: Delete requirement for affidavits on overseas
projects, except Puerto Rico. Also delete the
listing for number of copies of affidavit when it is
not required for overseas projects. Select
appropriate bracketed expressions regarding progress
schedule and network mathematical analysis. Progress
schedules are used except for projects utilizing
network mathematical analysis.

1.6.1 Content of Invoice

Request for payment in accordance with the terms of the contract shall include the following: If NFAS Clause 5252.232-9301 is present in the contract, documents shall be provided as attachments in Wide Area Workflow (WAWF). The maximum size limit of each attachment is less than 2 megabytes, but there are no limits to the number of attachments. If a document cannot be attached to WAWF due to system or size restrictions it shall be provided as instructed by the Contracting Officer.

- a. Contractor's Invoice on NAVFAC Form 7300/30, which shall show, in summary form, the basis for arriving at the amount of the invoice.
- b. Contractor's Monthly Estimate for Voucher (LANTNAVFACENGCOM Form 4-4330/110 (New 7/84)), with subcontractor and supplier payment certification.
- [c. Affidavit to accompany invoice (LANTDIV NORVA Form 4-4235/4 (Rev. 5/81)).]
- d. Updated copy of submittal register.
- [e. Updated copy of progress schedule. Furnish as specified in "FAR 52.236-15, Schedules for Construction Contracts."]
- [f. Network mathematical analysis.]
- [g. Include Contractor's Final Release Form. Final invoice shall be accompanied by the Final Release Form. If the Contractor is incorporated, the release shall contain the corporate seal. An officer of the corporation shall sign the release and the corporate secretary shall certify the release.

For final invoices being submitted via WAWF, the original Contractor's Final Release Form must be provided directly to the respective Contracting Officer prior to submission of the final invoice.

Once receipt of the original Final Release Form has been confirmed by the Contracting Officer, the Contractor shall then submit final invoice and attach a copy of the Final Release Form in WAWF.]

- [h. Materials on Site]

1.6.2 Quantities of Monthly Invoices and Supporting Forms

Forms will be furnished by the Contracting Officer. Requests for payment shall be processed in accordance with FAR 52.232-5, Payments Under Fixed-Price Construction Contracts.

Monthly invoices and supporting forms for work performed through the anniversary award date of the contract shall be submitted to the Contracting Officer within 5 calendar days of the date of invoice. For example, contract award date is the 7th of the month, the date of each monthly invoice shall be the 7th and the invoice shall be submitted by the 12th of the month.

Forms shall be submitted electronically via WAWF if NFAS clause 5252.232-9301 is specified in the contract. Otherwise, the forms shall be submitted in accordance with contract invoicing instructions.

- a. Contractor's invoice
- b. Contractor's monthly estimate for voucher shall be required on jobs where there is a schedule of prices
- [c. Affidavit]
- d. Updated submittal register
- [e. Progress schedule]
- [f. Network mathematical analysis]
- g. Contractor Safety Self Evaluation Checklist
- h. Final release (for Final Payment only)

1.7 PAYMENTS TO THE CONTRACTOR

Payments will be made on submission of itemized requests by the Contractor which comply with the requirements of this section, and will be subject to reduction for overpayments or increase for underpayments made on previous payments to the Contractor.

**NOTE: Use the following paragraph for
PACNAVFACENGCOM projects.**

Basis for Contracting Officer's consideration to allow progress payment for material delivered on the site (but not installed) and for completed preparatory work, as authorized under FAR 52.232-5(b), shall be (1) major high cost items and (2) long lead special order items. Materials that will not be paid for prior to installation include, but are not limited to, bulk quantities such as nails, fasteners, conduits, gypsum board, etc. In the request for progress payment, such items shall be specifically identified in the Contractor's estimates of work submitted for the Contracting Officer's approval in accordance with paragraph entitled "Schedule of Prices" above. At the time of invoicing, the amount billed shall be supported by documents establishing its value.

1.7.1 Obligation of Government Payments

The obligation of the Government to make payments required under the provisions of this contract will, at the discretion of the Contracting Officer, be subject to reductions and/or suspensions permitted under the FAR and agency regulations including the following in accordance with "FAR 32.503-6:

- a. Reasonable deductions due to defects in material or workmanship;
- b. Claims which the Government may have against the Contractor under or in connection with this contract;
- c. Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor; and
- d. Failure to provide up to date record drawings not current as stated in Contract Clause "FAC 5252.236-9310, Record Drawings."

1.7.2 Payment for Materials Offsite

NOTE: For LANTNAVFACENGCOM projects, this paragraph shall only be used as directed by the Contracting Officer.

Payments may be made to the Contractor for materials stored off construction sites under the following conditions:

- a. Conditions described in the paragraph entitled "Payments to the Contractor";
- b. Material located and stored in[Hawaii][or][Guam,][or][the Continental United States];
- c. Materials adequately insured and protected from theft and exposure;
- d. Materials not susceptible to deterioration or physical damage in storage or in transit to the job site are acceptable for progress payments. Items such as non-magnetic steel, aluminum, non-magnetic aggregate, machinery, pre-cast/pre-stressed concrete productd, and plastic lumber (e.g., fender piles and curbs) are acceptable for progress payments;
- e. Conditions specified in FAR 52.232-5(b) PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS; and
- f. Payment requests for off-site materials include consent of surety.

[1.7.3 Payment for Materials On Site

NOTE: Include this paragraph for projects located at Guantanamo Naval Base.

Payment may be made for materials delivered to the site but not yet incorporated into the construction. Materials on site shall be listed as a

separate item on the Contract Performance Statement. The value of the materials shall be supported by the Schedule of Prices and a separate list of all materials being invoiced shall be submitted with the invoice in the following format:

MATERIAL ON	MATERIAL	MATERIAL	MATERIAL			
SITE LAST	RECEIVED	CONSUMED	ON			
ITEM PERIOD	plus	THIS PERIOD	minus	THIS PERIOD	equals	SITE

1.8 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS

NOTE: For LANTNAVFACENGCOM, include the following paragraph for projects in the Mediterranean.

- a. Whenever the Contractor submits a claim for equitable adjustment under any clause of this Contract which provides for equitable adjustment of the Contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays or disruptions or both caused by such change.
- b. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.
- c. The Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to, further claims arising out of delays or disruptions or both caused by the aforesaid change.

1.9 CHANGES ESTIMATES

NOTE: For LANTNAVFACENGCOM, include the following paragraph for projects in the Mediterranean.

In making all equitable adjustments under the Changes Clause, compensation for additions will be based upon estimated costs at the time the work is performed and credit for deductions will be based upon estimated costs at the time the Contract was made. In arriving at the amount of the change in price, if any, allowance may be made for profit overhead and general expenses, plant rental and other similar items.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --