

SECTION 01 20 00.00 20

PRICE AND PAYMENT PROCEDURES

07/06

PART 1 GENERAL

1.1 REFERENCES

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

(2005) Construction Equipment Ownership
and Operating Expense Schedule, Vol 1-12

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are 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

Schedule of prices; G

1.3 SCHEDULE OF PRICES

1.3.1 Data Required

Within 15 calendar days of notice of award, prepare and deliver to the Contracting Officer a schedule of prices (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 therefor.

1.3.2 Schedule Instructions

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

1.4 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

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."

- a. The Contractor's invoice certified by QC, on the form furnished by the Government for this purpose, showing in summary form, the basis for arriving at the amount of the invoice. Submit original and five copies.
- b. The Contract Performance Statement on the form furnished by the Government for this purpose, showing in detail, the estimated cost, percentage of completion, and value of completed performance. Submit original and two copies.
- c. Final invoice shall be accompanied by 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
- d. Updated construction and equipment delivery schedules (two copies).
- e. Contractor Safety Self Evaluation Checklist (original)

1.5.2 Mailing of Invoices

- a. All invoices shall be forwarded with specific marking on the envelope. This marking shall be in the front lower left hand corner, in large letters, "INVOICES - ENCLOSED."
- b. Invoices not completed in accordance with contract requirements will be returned to the Contractor for correction of the deficiencies.
- c. Final invoices not accompanied by Final Release Form will be considered incomplete and will be returned to the Contractor.

1.6 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.

- a. 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.

1.6.1 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."

1.6.2 Payment for Materials Offsite

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. Materials adequately insured and protected from theft and exposure;
- c. 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 steel, machinery, pipe and fittings, precast/prestressed concrete piles, and electrical cable are acceptable; items such as gypsum wallboard, glass, insulation, and wall coverings are not;
- d. Materials in transit to the job site or storage site are not acceptable for payment; and
- e. Conditions specified in "FAR 52.232-5(b) Payments Under Fixed Price Construction Contracts."

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --