

**FTC 01-A04
CONSTRUCT OFFICE BUILDING #25
FEDERAL LAW ENFORCEMENT TRAINING CENTER
ARTESIA, NM**

**SECTION G
CONTRACT ADMINISTRATION DATA**

**DEPARTMENT OF THE TREASURY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PROCUREMENT DIVISION
BUILDING 93
GLYNCO, GEORGIA 31524**

FIXED-PRICE CONSTRUCTION
PART 1 - THE SCHEDULE

**SECTION G
CONTRACT ADMINISTRATION DATA**

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G.1 Contracting Officer

The Contracting Officer (CO) for award and administration of the contract is:

Linda R. Hazzard
Contracting Officer
Procurement Division, Building 93
Glynco, Georgia 31524

G.2 Payment Office Address

Department of the Treasury
FLETC, Budget & Finance Division/Contract Payments
Building 93 (BFD)
Glynco, Georgia 31524
(See G.6, Invoicing)

G.3 Designation of Contracting Officer's Technical Representative

The Contracting Officer will designate the Contracting Officer's Technical Representative(s) (COTR) at the time of contract award. The COTR s are normally comprised of two people, a Project Manager and a Construction Representative, each having specific duties and responsibilities. The COTRs are responsible for monitoring the performance of work under this contract. In no event, however, will any matter deviating from the terms of this contract be effective or binding unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer for this contract should be informed as soon as possible of any actions or inactions by the Contractor or the Government which could change any of the terms, conditions, or completion time stated in the contract. On all matters pertaining to contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COTR requests effort outside the scope of the Contract, the Contractor should so advise the COTR. If there exists a disagreement as to contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. **Proceeding with work without contractual coverage could result in nonpayment.**

Set forth below are the COTR duties and responsibilities of the Project Manager and the Construction Representative.

A. Project Manager

1. Receives, reviews and approves/disapproves submittals for this contract.
2. Receives, reviews and recommends to the Contracting Officer approval/disapproval of the schedule of values and performance schedule.
3. Performs acceptance for the technical performance of work under this contract, except final acceptance.
4. Receives and reviews Contractor progress payment requests and recommends payment or nonpayment to the Contracting Officer.
5. Prepares and submits to the Contracting Officer all documentation for proposed contract modifications.
6. Reviews and evaluates Contractor proposals and provides written recommendation to the Contracting Officer.

7. Assists and participates with the Contracting Officer in negotiations.
8. Signs routine correspondence to the Contractor regarding **TECHNICAL ISSUES**. Any disagreement between the Contractor and the Project Manager shall be forwarded to the Contracting Officer.
9. Assists in the interpretation of technical requirements.
10. Monitors the Contractor's performance and notifies the Contractor of deficiencies observed during surveillance. Records and reports to the Contracting Officer all incidents of faulty or nonconforming work, delays, or problems which may disrupt or hinder performance in the future.
11. Maintains a COTR file. Provides this file to the Contracting Officer upon project completion (end of contract.)
12. Ensures Government Furnished Property, if applicable, is available in a timely manner.

B. Construction Representative

1. Maintains liaison and direct communications with the Contractor's on-site representatives on a daily basis.
2. Reviews Contractor's daily reports and coordinates work activities with the Project Manager on a daily basis.
3. Assists the Contracting Officer in efforts to insure Contractor services remain non-personal in nature, i.e., without direction or supervision of contractor employees from any Government employee.
4. Reviews payroll records. Forwards payroll records to the Contracting Officer, with any comments or recommendations, within 2 working days after receipt.
5. Will not perform labor interviews or provide completed forms to the Contracting Officer. Promptly reports any problems and/or discrepancies to the Contracting Officer.
6. Makes payment recommendations to the Project Manager in the review of invoices.
7. Monitors the Contractor's performance and notifies the Contractor of deficiencies observed during surveillance. Records and reports to the Project Manager all incidents of faulty or nonconforming work, delays, or problems which may disrupt or hinder performance.
8. Coordinates with Project Manager to insure Government furnished property, if applicable, is available when required.

COTR's **DO NOT** have authority to take any of the following actions:

1. Authorize the Contractor to proceed with any additional work outside the scope of this contract.
2. Make changes to contract provision or terms.
3. Terminate the contract in whole or in part.
4. Sign any contract modification or change order.

G.4 Method of Payment

a. Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System, at the option of the Government.

b. The Contractor shall complete Payment Enrollment Form at Attachment 1, Section J, and forward to the Department of the Treasury, Federal Law Enforcement Training Center, Financial Operations, Building 93, Glyngo, Georgia 31524, not later than seven (7) days after receipt of Notice of Award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information is required to accomplish wire transfers:

(A) Name, Address, and telegraphic abbreviation of the receiving financial institution.

(B) Receiving financial institutions 9-digit American Banker Association (ABA) identifying number for routing transfer of funds.

(C) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(D) Type of Account: Checking or Savings

c. Any changes to the information furnished under paragraph (2) of this clause shall be furnished to the Federal Law Enforcement Training Center, Financial Operations, Building 93, Glyngo, Georgia 31524, in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

d. The documents furnishing the information required in paragraphs (a) and (b) must be dated and contain the signature, title and telephone number of the Contractor's official authorized to provide it, as well as the Contractor's name and contract number.

G.5 Invoices

a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. **Invoices shall cite the contract and delivery order number, quantity, price, and total amount of invoice.** The Contractor shall use the forms found at Attachment 3 of Section J, Construction Contractor's Invoice, and Attachment 4, Payment Requisition, for all requests for payment. In accordance with FAR Clause 52.232-5 "Payments Under Fixed Price Construction Contracts", the Contractor shall furnish proper certification required by paragraph C on progress payments. A copy of the certification is on the reverse side of Attachment 3. The Contractor shall submit with the request for final payment, a Contractor's Release Statement, Attachment 5, Section J.

(b) Invoices shall be prepared by the Contractor and submitted and distributed as follows:

Original and three (3) copies:

**U.S. Department of Treasury
Federal Law Enforcement Training Center
Attn: Linda R. Hazzard, Contracting Officer
Procurement Division, Building 93
Glyngo, Ga 31524**

(c) The Government will pay all invoices per the provisions of FAR 52.232-27 Prompt Payment for Construction Contracts, withholding only amounts questioned by the Government or arising from claims.

(d) Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required contractor submittals, invoices will be processed for payment.

G.6 Payment To Contractor

a. The Provisions of the clause entitled "Payment Under Fixed-Price Construction Contracts" prescribed in FAR 52.232-5 are supplemented as follows:

(1) In the preparation of estimates, the Contracting Officer **may** authorize material delivered on the site and preparatory work done to be taken into consideration. If payment is requested for materials authorized by the Contracting Officer to be stored on-site, **proof of payment** of the stored materials is required. The proof of payment shall include the description of the materials, the price of the item(s), and the quantity of the materials stored. The Contractor shall remain responsible for such stored materials.

(2) Stored materials and/or supplies, approved by the Contracting Officer, will be paid at a rate of 90% of the "scheduled value" as listed on the schedule of prices and approved by the Contracting Officer.

(3) On progress payment for work accomplished which meets the standards of quality established under the contract, and as approved by the Contracting officer, a 10% retainage will be withheld once the construction progress reaches 85% completion. This retainage will continue to be withheld from all subsequent invoices until all work has been completed, close-out documents have been provided, and all punchlist items have been completed and accepted by the Government.

b. **No payment request (invoice) will be processed by the Contracting Officer when the Contractor's payroll submittals and/or those of any subcontractor are not current.** This means the Contracting Officer must have in hand payroll submittals for the prime Contractor and all subcontractors up through and including the week immediately prior to the date on the invoice. Any invoice received wherein the Contractor has not adhered to this policy will be promptly returned to the Contractor and will not be processed until payroll submittals are brought up to date by the Contractor. DOL Form WH-347, Payroll, is at **Attachment 6, Section J.**

G.7 Final Payment

Final payment on each delivery order will not be made until all work is completed and accepted, all submittals have been received and approved, warranties received, and final cleanup of the premises is accomplished.

G.8 Daily Report to Inspector

Contractor's superintendent shall complete for each day and turn in daily, prior to 10:00 a.m. of the following day, Form FTC-FAC-42 (5/90), Attachment 7 of Section J. The Daily Report should contain a clear accounting of the time, location, type and quantity of work that took place.

The **A**Daily Report to Inspector[@] shall be turned in by 10:00 a.m. of the following workday. It should be a clear log of what took place, who did it and the time they were there. All sections shall be filled out or a comment made indicating that this does not apply at this time. If the proper procedure is not followed, a **A**Contract Construction Compliance Notice[@] will accompany the returned document or in the case of no report, the **ACCCN**[@] will be your notification.

END OF SECTION G