

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 GENERAL

Payment items for the work of this Contract for which payments shall be made are listed in the CONTRACT LINE ITEM NUMBER (CLIN) SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, are included in the listed job item most closely associated with the work involved. The price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, topographic surveys, cost of bond premiums, and for performing all work required by drawings and specifications for which separate payment is not otherwise provided. Work paid for under one item shall not be paid for under any other item. No separate payment shall be made for the work, services, or operations required by the Contractor, as specified in DIVISION 01, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

1.2 Submittals

Government approval is required for submittals with a "G" designation; DESIGN-BID-BUILD: submittals not having a "G" designation are for information only; DESIGN-BUILD: submittals not having a "G" designation are for Contractor Quality Control or Designer of Record approval. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-07 Certificates

Bill Of Lading; G

1.3 LINE ITEMS

1.3.1 CLIN 0001, Construction of Primary Facility

1.3.1.1 Payment

Payment shall be made at the Contract job price for CLIN 0001 "Construction of Primary Facility" for work completed including, but not limited to []. Payment for work completed shall constitute full compensation of CLIN 0001, complete.

1.3.1.2 Unit of Measure

Unit of measure: job.

1.3.2 CLIN 0002, Construction of Supporting Facilities, 1.5 meters outside of Buildings

1.3.2.1 Payment

Payment shall be made at the Contract job price for CLIN 0002 "Construction of Supporting Facilities, 1.5 meters outside of buildings" for work completed including, but not limited to, construction of Supporting Facilities including special construction features [Pile Foundations], canopies, electrical utilities, communication utilities, water/sewer/utilities, site preparation, roads, sidewalks and parking, site improvements, AT/FP, demolition, low impact development, and environmental mitigation as shown on the drawings and specifications 1.5 meter outside of buildings, complete. Payment for work completed shall constitute full compensation of CLIN 0002, complete.

1.3.2.2 Unit of Measure

Unit of measure: job.

1.3.3 CLIN 0003, Excavation

1.3.3.1 Payment

Payment will be made for costs associated with excavation for the channel and for the structure, which includes performing required excavation and other operations incidental thereto, Contractor-furnished disposal area(s) and disposition of excess excavated material and unsuitable and frozen materials.

1.3.3.2 Measurement

The total quantity of excavated material for which payment will be made will be the theoretical quantity between the ground surface as determined by a survey and the grade and slope of the theoretical cross sections indicated. No allowance will be made for overdepth excavation or for the removal of any material outside the required slope lines unless authorized.

1.3.3.3 Unit of Measure

Unit of measure: cubic yard (CY).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer (provided in RMS CM). The completed form shall then become the cover document to which all other support data shall be

attached.

One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

Formal invoices shall be submitted every month between the first and the tenth of the month. Any invoice received after the tenth will be considered as not meeting the contract requirements and rejected. It may be resubmitted on the first of the following month.

3.2 TRANSPORTATION OF SUPPLIES BY SEA, BILL OF LADING

The Contractor shall, within 30 days after each shipment covered by Defense Federal Acquisition Regulation (DFAR) Subpart 252.247-7023, provide the Contracting Officer and the Maritime Administration (MARAD) one copy of the rated on board vessel operating carrier's ocean Bill of Lading. See DFAR 252.247-7023 for information required in the bill of lading. MARAD contact information: usarmy.scott.sddc.mbx.g3-ffw-team@mail.mil and msc.n101.ffw@navy.mil.

The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract. If U.S.-flag vessels are not available, the Contractor may submit a request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. Refer to DFAR 252.247-7023 for required documentation when making this request. The Contracting Officer will process requests submitted as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay. Failure to get approval prior to the use of foreign-flag vessels may result in monetary penalty.

3.3 CONTRACT COST BREAKDOWN

The Contractor must furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its single job pay item or items which will be reviewed by the Contracting Officer as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Contracting Officer to agree with a reasonable cost of the work included in the various items. This contract cost breakdown will then be utilized as the basis for progress payments to the Contractor.

3.4 CONTRACT ADMINISTRATION

3.4.1 Contracting Officer (KO)

This Contract shall be administered by a Contracting Officer (KO) assigned to the U.S. Army Corps of Engineers, Japan Engineer District, APO AP

96338-5010.

3.4.2 Administrative Contracting Officer (ACO)

In accordance with the USACE Acquisition Instruction (UAI) 5101.603-3-100, Appointment, Administrative Contracting Officer(s) (ACO's) may be delegated a part of the Contracting Officer's authority to modify this Contract and perform Contract administration functions under Federal Acquisition Regulation (FAR) Section 42.302, subject to the authority and limitations set forth in the appointment and delegation letter.

3.4.3 Contracting Officer's Representative (COR)

The Contracting Officer may designate one or more individuals as his/her authorized representatives in administering this Contract. Refer to the clause in Section 00 70 00 CONDITIONS OF THE CONTRACT entitled CONTRACTING OFFICER'S REPRESENTATIVE (DFARS 252.201-7000) for the definition and limited authority of CORs.

3.5 DESIGNATED BILLING OFFICE

The designated billing office for this Contract is:

Resident Engineer, Zukeran Resident Office
U.S. Army Corps of Engineers, Japan Engineer District
Unit 35132
APO AP 96376-5132

The designated billing office for this Contract is:

Resident Engineer, Yokosuka Resident Office
U.S. Army Corps of Engineers, Japan Engineer District
PSC 473, Box 1571
FPO AP 96349-0016

USAED-J
Box 1571, Bldg. 4328, 3F
Yokosuka Naval Base
2381 Tomari-Cho
Yokosuka-City, Kanagawa
238-0001 JAPAN

The designated billing office for this Contract is:

Iwakuni Resident Office
U.S. Army Corps of Engineers, Japan Engineer District
PSC 561, Box 1860
FPO AP 96310-0019

USAED-J
Bldg. 53
MCAS Iwakuni
Misumi-Cho
Iwakuni-City, Yamaguchi
740-0025 JAPAN

The designated billing office for this Contract is:

Kanagawa Resident Office
U.S. Army Corps of Engineers, Japan Engineer District
Unit 45010
APO AP 96343-5010

USAED-J
Bldg. 250
Camp Zama
Zama-City, Kanagawa
252-8511 JAPAN

The designated billing office for this Contract is:

Misawa Resident Office
U.S. Army Corps of Engineers, Japan Engineer District
Unit 5254
APO AP 96319-5254

USAED-J
Bldg. 793
Misawa Air Base
64 Hirahata
Misawa-City, Aomori
033-0012 JAPAN

The designated billing office for this Contract is:

Sasebo Resident Office
U.S. Army Corps of Engineers, Japan Engineer District
PSC 476, Box 83
FPO AP 96322-0001

USAED-J
Bldg. 200, Rm. 212
Sasebo Naval Base
Hirase-Cho
Sasebo City, Nagasaki
857-0056 JAPAN

The designated billing office for this Contract is:

Yokota Resident Office
U.S. Army Corps of Engineers, Japan Engineer District
Unit 5101
APO AP 96328-5101

USAED-J
Unit 5101, Bldg 445
Yokota Air Base
Fussa-City, Tokyo
197-0001 JAPAN

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