1. SAMDM 1101-1-1, dated March 2007, is being revised with SAMDM 1101-1-1, dated May 2009.


3. SAMDM 1101-1-1 is available at the following website:


4. This manual replaces all previous versions of SAMDM 1110-1-1 in their entirety.

5. Revisions were required to incorporate the following items:
   - Revisions due to changes in SADDM 1101-1-1
   - Other minor administrative revisions.
   - Revise Table of Contents due to above.

5. Any suggested revisions, additions, deletions, and/or corrections to this manual should be directed, in writing, to the Construction Contract Management Branch, Contract Administration Section.

BYRON G. JORNS,
Colonel, Corps of Engineers
Commanding
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Chapters/sections as listed above have SAM specific items not covered in SADDM 1110-1-1

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CHAPTER 1 – INTRODUCTION

1. PURPOSE

This manual is to present the basic requirements, procedures, and essential information for guiding Mobile District personnel in aspects of contract administration relative to construction contracts administered by the Mobile District. This manual is a supplement to the South Atlantic Division, Contract Administration Manual for Construction Contracts, SADDM 1110-1-1 and supersedes SAMDM 1110-1-1, dated March 2007.

The official version of this manual resides on the public website as show below:


This manual does not supersede the requirements of law, governing regulations, or the specific provisions of contracts. The manual cannot cover all possible conditions and requirements that develop in administering construction contracts. It is intended to furnish information of a practical nature. Since operating conditions will vary on different projects, certain field office policies and procedures must be formulated by each Area/Resident Engineer to meet the varying conditions of a particular office. When the manual does not provide appropriate or complete guidance, exercise good judgment. Request assistance of your District Office personnel as necessary.

2. APPLICABILITY

All personnel of the Mobile District, Corps of Engineers, who Administer Construction Contracts are responsible for using this manual.

3. REFERENCES

- SADDM 1110-1-1, Contract Administration Manual For Construction Contracts
- ER 5-1-11, U.S. Army Corps of Engineers Business Process (HQUSACE)
- USACE Business Process
- FAR, DFARS, AFARS, EFARS, and other references in SADDM 1110-1-1
- USACE Publications
4. RELATED DOCUMENTS

- CESAD-QMP, South Atlantic Division Quality Management Plan
- SAD Quality Assurance Manual
- SAD Lessons Learned/Construction Bulletins
- SAD Safety Success Program

5. DEFINITIONS

Definitions of terms used are as shown in Appendix A, of SADDM 1110-1-1.

6. RESPONSIBILITIES

See SADDM 1110-1-1, Chapter 1 for specific Responsibilities.

7. PROCEDURE

See SAMDM 1110-1-1 for specific procedures.

8. QUALITY RECORDS

See SAMDM 1110-1-1 for specific records/forms.

9. ATTACHMENTS

See SAMDM 1110-1-1 for specific attachments.

10. REVISION HISTORY

(1) As the need arises, CD-M will post added or revised pages to the manual on the website.

Revisions will be numbered in sequence, starting with Revision 1, and the date of the revision indicated. The rewritten material or additions will be by the entire chapter or section revised and the month and year of the revision will be placed in the header of the chapter or section where applicable.

(2) It will be the responsibility of each individual to check the website for the most current version and/or revisions to the manual.

(3) All individuals using this manual are encouraged to submit recommendations to improve the manual directly to the following:

   Browder, Gary W SAM  
   251-690-2916

   Moore, Mary M SAM  
   251-690-2894

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CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 1 - GENERAL

Jeffrey A. Mason, CD-M, 251-690-2190 is the primary support for the following offices:

Operations Division, all offices.
North Regional Area Office, including all resident and project offices.
South Alabama Area Office, including all resident and project offices.

Kathy A. Michael, CD-M, 251-690-3576 is the primary support for the following offices:

Florida Area Office, including all resident and project offices.
Gulf Coast Area Office, including all resident and project offices.
Latin America Area Office, including all resident and project offices.

2.1.2 Authorities.

c. For a list of the ACO’s and COR’s in Construction Division, go to the following website: https://cd.sam.usace.army.mil/aco_cor/ACO-COR.doc.
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 2 - CATEGORIES OF MODIFICATIONS

2.2.1 Supplemental Agreement

b. Out-of-Scope changes, see FAR Subpart 6.3.

(1) Out-of-Scope approval authorities.
   SBA 8(a) Contracts:
   - For modifications less than $100,000 approval from SBA Coordinator is not required.
   - For modification exceeding $100,000, field office personnel shall notify Small and Disadvantaged Business Utilization (SADBU) and CT for coordination and approval by SBA. E-mail confirmation will be sufficient.

   Other Contracts:
   - For modifications less than $500,000, field office shall prepare justification review document (Justification and Approval (J&A)). J&A shall be sent to CD-M for routing and approval by Chief of Contracting prior to issuing modification.
   - For modifications exceeding $500,000, see EFARS 6.304.
   - Sample J&A guide shown in Exhibit 2.2A.

2.2.2 Un-definitized Contract Action (Unpriced Contract Modification). See additional information on NTPs (UCAs) in RMS Bulletin E.

2.2.3 Unilateral Modifications.
   - The Contracting Officer may allow an ACO to issue a unilateral modification; however, prior approval is required.
Justification and Approval
For Other than Full and Open Competition

1. **Contracting Activity.** Specify the contracting and requiring activities responsible for this action.

2. **Description of Action.** State whether approval is being requested for a new contract or a modification. Include type of contract, type of funds to be used (MICON, Civil, O&M) and, when applicable, the estimated share and ceiling arrangements, and fee or profit.

3. **Description of Supplies or Services.** Describe the supplies/services. Include the estimated total value, including options, if any. The following should be the last sentence:
   The Mod number for this action is ______

4. **Authority Cited.** Identify the statutory authority permitting other than full and open competition, followed by the FAR citation and FAR citation title. Seven examples follow. Choose the one that applies:

   10 U.S.C.2304(c)(1) as implemented by FAR 6.302-1 -- Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements.

   10 U.S.C.2304(c)(2) as implemented by FAR 6.302-2 -- Unusual and Compelling Urgency.

   10 U.S.C.2304(c)(3) as implemented by FAR 6.302-3 -- Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services.

   10 U.S.C.2304(c)(4) as implemented by FAR 6.302-4 -- International Agreement.

   10 U.S.C.2304(c)(5) as implemented by FAR 6.302-5 -- Authorized or Required by Statute.

   10 U.S.C.2304(c)(6) as implemented by FAR 6.302-6 -- National Security.

   10 U.S.C.2304(c)(7) as implemented by FAR 6.302-7 -- Public Interest.

5. **Demonstration that proposed contractor’s unique qualifications.**

   If the authority is FAR 6.302-1, include the required delivery schedule and lead-time involved. If using the authority at FAR 6.302-1(a)(iii) you must be specific as to the duplication of cost (how much, where you got the information and when, and cite references).

Exhibit 2.2A

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If the authority is FAR 6.302-2, include the required delivery schedule and lead-time involved as well as a discussion of the serious injury to the Government which would result if award of a contract is delayed.

6. **Efforts to Obtain Competition**. FAR 5.202 – Exception, see Item 4 above.

7. **Fair and Reasonable Cost Determination**.

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable. < Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.).

8. **Market Research**. Market Research was not conducted because of the unusual and compelling urgency for national security which is in the public’s best interest.

9. **Other Factors**. Discuss any other facts supporting the use of other than full and open competition, such as the following:
   (i) Explanation of why technical data packages, specifications, engineering descriptions, statements of work, or purchase descriptions suitable for full and open competition have not been developed or are not available.
   (ii) When 6.302-1 is cited for follow-on acquisitions as described in 6.302-1(a)(2)(ii), an estimate of the cost to the Government that would be duplicated and how the estimate was derived.
   (iii) When 6.302-2 is cited, data, estimated cost, or other rationale as to the extent and nature of the harm to the Government.

10. **Interested Sources**. Include a listing of the sources that have written to express interest in the acquisition, if applicable.

11. **Technical/Requirement Certification**. I justify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

   NAME: Name of Technical Certifier DATE: ____________________________

   TITLE: Title of Technical Certifier SIGNATURE: _______________________

   Technical Certification official must be ACO

**Exhibit 2.2A**

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12. **Legal Sufficiency Review.** I have reviewed the foregoing justification and approval and deem it legally sufficient.

Name: __Name of Legal Counsel__ Date: ____________________________

Title: __Legal Counsel__ Signature: ____________________________

13. **Contracting Officer Certification.** This certification shall be made by the contracting officer who will sign the contract resulting from this justification and approval.

I certify that this justification is accurate and complete to the best of my knowledge and belief.

NAME: __Contracting Officer’s Name__ DATE: ____________________________

TITLE: __Contracting Officer__ SIGNATURE: ____________________________
**J&A Approval for contracts not exceeding $550,000.**

Per FAR 6.305 for proposed contracts not exceeding $550,000, the contracting officer’s certification required by 6.303-2(a)(12) will normally serve as approval. Under these circumstances, the following pages are not required.

**J&A Approval for contracts exceeding $550,000, but not exceeding $11.5 million:**

For a proposed DoD contract exceeding $550,000, but not exceeding $11.5 million, the justification must be approved by the Competition Advocate. Under these circumstances, complete the approval statement and signature block immediately following this note.

14. Special Competition Advocate Recommendation.

Based on the foregoing justification, I hereby approve the procurement of scope of work as identified in item 3 above on other than full and open competition basis pursuant to the authority as specified in item 4 above.

Approval is granted subject to the availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

NAME: Name of Special Competition Advocate DATE: ____________________________

TITLE: Special Competition Advocate SIGNATURE: ____________________________

For a proposed DoD order not exceeding $11.5 million, the following pages are not required.

**J&A Approval for contracts exceeding $11.5 million, but not exceeding $78.5 million:**

For a proposed DoD contract exceeding $11.5 million, but not exceeding $78.5 million, the justification must be approved by the head of the procuring activity placing the order (Head of Contracting Agency – HCA). Under these circumstances, complete the recommendation/approval statements and signature blocks on the following 2 pages.
14. Special Competition Advocate Recommendation.

I have reviewed this justification and approval for purchase of scope of work as identified in item 3 above and recommend approval of this procurement as authorized in item 4 above.

Name: Name of Special Competition Advocate    Date:____________________________

Title: Special Competition Advocate    Signature:______________________________

15. PARC Recommendation.

I have reviewed this justification and approval for purchase scope of work as identified in item 3 above and recommend approval of this procurement under as authorized in item 4 above.

Name of Principal Assistant

NAME: Responsible for contracting    DATE: _____________________________

TITLE: Principal Assistant Responsible for Contracting

SIGNATURE: ______________________________

16. HCA Recommendation.

Based on the foregoing justification, I hereby approve the procurement of the scope of work as identified in item 3 above on an other than full and open competition basis pursuant to authority as specified in item 4 above.

Approval is granted subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

Name: Name of Head of Contracting Agency    Date:__________________________

Position/Title: Head of Contracting Agency    Signature:_______________________
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 4 - THE MODIFICATION PROCESS

2.4.12 Audit

When the proposal involves in excess of $650,000, including increases, decreases, or a combination of both, an audit (field pricing report) may be required by FAR.

Contracting Division will coordinate all elements of audit execution on civil and military contracts.

Where the need exists, audits may be requested for proposals less than $650,000.

2.4.17 Legal Sufficiency Review.

Any modifications that are within the warrant of the ACO (less than $500,000) do not require review by Office of Counsel unless they are out of scope or potentially problematic. However, any modification that requires KO’s signature will require review by Office of Counsel. See PL CESAM 02-07
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 6 - GOVERNMENT ESTIMATES

2.6.2 Responsibility. Government estimates for changes, modifications, and claims exceeding $100,000 may be prepared by the Construction Division Area/Resident office personnel using a suitable format. In this case, the Cost Engineer may be consulted or involved in the review process. The final approval of the estimate will be made by the Chief, Engineering Division or the Chief, Construction Division (as appropriate). The Government estimate will be included in the contract modification documentation and is subject to the approval of the Contracting Officer. The ACO may approve Government estimates within the ACO's delegated authority.

2.6.11 Revision. Based on the cost/technical analysis, scope of work discussions, or discussions during negotiations, it may be necessary to revise the Government estimate prior to or during negotiations. Any negotiated settlement shall not exceed the Government estimate by more than 15%. If a fair and reasonable settlement is reached and the settlement exceeds the Government estimate by more than 15%, the Government Estimate shall be revised upwards. Revisions to the Government Estimate shall be documented in the PNM.

2.6.13 Approval. Government Estimates shall be approved prior to conducting negotiations with the contractor. Revised Government Estimates may be approved after negotiations have concluded if revisions are required to reflect any changes in the scope of work of the modification. If the change involves more than the ACO designated amount, or involves clauses other than those delegated to the ACO, the Government Estimate will be forwarded to CD-M for approval. CD-M will insert the “Approved By” signature line based upon availability of appropriate personnel.
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 7 - UNDEFINITIZED CONTRACT ACTIONS and UNPRICED CHANGE ORDER (UCO)

2.7.6 Procedures for Issuance of a UCO by the Contracting Officer

a. Where the UCO exceeds the ACO’s authority, the responsible field activity will obtain a change request number and a modification number from RMS using the procedures specified in Appendix B, RMS Bulletin E. Mail or electronically transmit original documents to CD-M. In addition, provide the contractor’s facsimile number and telephone number. It is not mandatory to transmit the entire ROM estimate with the supporting documents to CD-M; send only a copy of the signed ROM summary.

b. If PM is processing the PR&C amendment of funds for a UCO already sent to CD-M, PM will be responsible for getting the approved funding citation to CD-M.

c. CD-M will review the SF 30 and supporting documents (GE or ROM, Statement in Support of UCO, draft SF30, a Memorandum of Facts, and copy of certified PR&C) and verify the accuracy of the un-priced modification. Any discrepancies will be coordinated with the field office. The field office will correct the SF 30 and notify CD-M when the SF30 is ready to be printed in RMS for CO signature. Consent of Surety (SF 1414 or SF 1415) will be prepared by CD-M when required.

d. Due to the urgency of a notice to proceed, CD-M will be responsible for coordinating the modification for the un-priced NTP through the remaining channels, including CD, PM, OC, and CT, to the Contracting Officer and return to CD-M as soon as possible.

e. CD-M will telefax executed copies of the modification to the contractor and responsible field office, confirm receipt, and forward advanced signed copies to RM and CT. CD-M will also mail a copy of the executed modification and, where applicable, the Consent of Surety to the contractor with the Checklist for Consent of Surety.
f. Within 72 hours of signing, CD-M will report any modifications in excess of $25,000 to CT for their report to HQUSACE. Field Office will also forward modifications involving non-appropriated funds (NAF) within 48 hours of execution to CFSC-ZSF. See Chapter 2, Section 11, paragraph 2.11.3, a, b, and c, for details.

  g. CD-M will distribute the modification and return the record file, including the original SF-30 to the responsible field activity. CD-M will keep a copy of each modification file for the un-priced change, including significant supporting data, i.e., MOF; G/E cover sheet or preliminary estimate summary sheet; UCO Statement; PR&C, and will be responsible for keeping copies of all modifications connected with the applicable un-priced change order together in the District Office so that the Contracting Officer can review the complete action under the COR each time a separate modification is processed.

  h. CD-M will distribute a original of the modification to CT for placement in the contract record file pending finalization of the definitization modification for the un-priced change order. If Consent of Surety is involved, CD-M will hold the distribution of the modification in abeyance until the Government receives the original properly executed Consent. Do not make payment of the modification until the executed Consent is received by CD-M and distribution of the modification has been accomplished. For example, if an interim payment increases the obligation by $50,000 an executed SF 1414 will be required before payment is made. The distributed copy of the modification indicates that payment can be made. CD-M will follow procedures for obtaining approval for legal sufficiency on Consent of Sureties, SF 1415, from OC for modifications exceeding $100,000.

  i. The field office will keep all record modifications in connection with the un-priced change order until it is definitized. At that time, forward all preceding modifications for the applicable un-priced change order request to CD-M along with the definitization modification.

  j. Follow the same procedures for any additional modifications relative to the un-priced change order.

2.7.7 Procedures for Issuance of a UCO by the Administrative Contracting Officer.
a. Where the UCO is within the ACO's authority, the field office will obtain a change request number from RMS using the procedures specified in Appendix B, RMS Bulletin E.

b. If PM is processing the commitment of funds for a UCO, they will be responsible for getting the approved PR&C to CD-M.

c. CD-M will be responsible for reviewing, coordinating corrections with field personnel, and staffing the UCO statement and supporting documents (GE or ROM, Statement in Support of UCO, draft SF30, a Memorandum of Facts, and copy of certified PR&C) for the un-priced NTP through CD, OC, and CT, to the Contracting Officer.

d. CD-M will notify the field activity when the Contracting Officer approves the Statement in Support of the UCO. The next modification number will be obtained from RMS. CD-M will mail the original documents to the field activity and report the modification to CT if it exceeds $25,000.

e. The field office will immediately prepare the Standard Form 30 modification for the un-priced change, Consent of Surety (SF 1414), where applicable, and Memorandum of Facts. Telefax an executed copy of the SF 30 to the contractor, confirming receipt. Mail the contractor a copy of the un-priced modification and, where applicable, the original of the Checklist for Consent of Surety. If hand delivered, annotate the date received in Block 15 on the original SF 30, retained by the Government, and provide a "duplicate" original to the contractor.

f. The field activity will immediately record the obligation in CEFMS. If the modification involves non-appropriated funds, the field office will mail a copy to CFSC-ZSF within 48 hours of signing. See Chapter 2, Section 11, paragraph 2.11.3.b.

g. The field office will retain each original modification record file pending finalization of the un-priced change order. Provide a copy of significant documents of each record file to CD-M, i.e., SF 30; MOF; G/E cover sheet or preliminary estimate summary sheet; UCO Statement; and PR&C, for distribution of the modification.

h. CD-M will distribute the modification and, at the same time, send a duplicate original of the un-priced change order modification to CT for placement in the contract record file pending finalization of the definitization modification for the
un-priced change order. If Consent is involved, CD-M will hold the distribution until the original Consent is executed by the contractor and surety/sureties and returned to CD. Payment of the modification won't be made until CD receives the executed Consent of Surety. For example, if an interim payment increases the obligation by $50,000 an executed SF 1414 will be required before that payment is made. Where applicable, the Area/Resident may instruct the contractor to mail the original executed Consent to the District Office, Attn: CD-M, by annotating these instructions on the Checklist for Consent of Surety, thus expediting distribution and payment. CD-M will obtain approval on Consent of Sureties, SF 1414, from OC.

i. The field activity will keep all record modifications in connection with the un-priced change order until it is definitized. At that time, forward all preceding modifications for the applicable un-priced change order request to CD-M along with the definitization modification.

j. Follow the same procedures for any additional modifications relative to the un-priced change order.

2.7.8 Procedures for ACO or Contracting Officer Modifications.

a. For policy on preparing interim payments note paragraph 2.7.1 in SAD Manual. See RMS Bulletin E for further guidance.

c. The effective date of the bilateral modification will be the latest date of execution by both parties or a date mutually agreed to by both parties (per FAR and EIG follow-up inspection). The effective date of the unilateral modification is the date executed by the Contracting Officer.

2.7.13 Sample formats: Additional examples of SF30s for variations on the above are contained in RMS Bulletin E, Un-definitized Contract Actions.

2.7.14 NTP Necessary After Agreement Reached.

On modifications exceeding the ACO’s authority, if it is necessary to issue NTP after agreement has been reached on time and price but before the District staff and Contracting Officer can review and execute the definitization modification, use the following procedure:
a. Prepare a separate NTP modification, i.e., a supplemental agreement under the Changes clause.

b. Try to limit the NTP to work that is necessary before the definitization modification can be issued, such as, ordering long lead-time materials, etc.

c. The modification will normally be un-priced since there will be no interim payment line item(s) or contract price adjustment.

d. Time extensions may be addressed in the NTP modification as long as supporting documentation to justify the time extension is included when forwarding the NTP modification to the District.

e. The modification will direct full or partial NTP based on tentative settlement reached for price and time or date, subject to final review and acceptance by the Contracting Officer.

f. When possible, the NTP modification should include a bilateral agreement on the not-to-exceed price. Base the not-to-exceed price on the settled price for the work ordered to proceed.

g. Submit to CD-M for review and processing.

2.7.15 Ratification. When the expected price of an NTP issued by the ACO on an un-definitized contract action exceeds the ACO's authority, issue a letter of ratification signed by the Contracting Officer. If the definitization modification is to be done in the immediate future, accomplish the ratification by that means.
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 8 - CONTRACTOR COST OR PRICING DATA (TRUTH-IN-NEGOTIATION)

2.8.4 Audits. (FAR 15.404-2)

b. If an audit is to be waived, based on exceptions contained in FAR 15 or otherwise, a Waiver of Audit shall be completed by the field and forwarded through CD-M to CT for the Contracting Officers approval. A Waiver of Audit is not generally required for any negotiated actions on task orders.

c. Requests for audits will be forwarded to CD-M to CT for action.

h. The price negotiation memorandum will be sent through CD-M to CT.
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 11 - STANDARD FORM 30 AMENDMENT OF
SOLICITATION/MODIFICATION OF CONTRACT

2.11.3 Procedures for Processing

j. Modifications (General)

• All modifications (completed ACO & pending KO mods) will be sent from the field to CD-M using the RMS Mod Routing Slip which will be the first page of the mod package. It may be marked up as necessary. Send only one copy of the Mod Package.
• Contract Record Checklist – Contract Modifications, Form 3726-2 – The mod package will be assembled in the order listed on Form 3726-2.
• Once ACO modification is executed, field office has 3 days to email a copy of the complete SF30 (only) to CT (Sonya King).
• Field personnel are responsible for distributing ACO executed modifications to customer, SBA (if applicable, etc.), CD-M/CT record copy in a timely manner.
• CD-M personnel are responsible for distributing, by fax or email, modifications signed by the Contracting Officer to the field office. The field office personnel are responsible for distributing to the customer, SBA (if applicable, etc.), but not the contractor.

k. Administrative Modifications:

All administrative modifications are to be prepared by CD-M and executed by the appropriate Contracting Officer. Although administrative modifications, for the most part, do not require a contractor's signature, CD-M will obtain a contractor's receipt acknowledgement signature for the following administrative modifications: Continuing contract clause for funding changes and changes in ACO/COR authority.

l. for bilateral modifications outside the ACO's authority:

CD-M will be responsible for obtaining required signatures under the SF30 as well as completing, forwarding and tracking the SF 1414 or SF 1415 for signature by the
contractor and surety. CD-M is responsible for completing the Checklist for Consent of Surety, obtaining approval signature on revised government estimates, and coordination of the CEFMS obligation. The “origination/data entry” of the CEFMS obligation will be performed by the field office. CD-M will forward mod package to OC for review. When package goes to CT for obligation, CD-M will contact the field to set up the obligation in CEFMS. (When SF 1414/SF 1415 is involved, CD-M will not make distribution if the original SF 1414/SF 1415 is not appropriately executed and returned to the Government.) Payment of the modification will not be made until the modification has been distributed. CD-M will obtain a Review of Legal Sufficiency by OC for the Consent of Surety and Increase of Penalty, where applicable.
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 12 - PROCEDURES FOR ISSUING UNILATERAL MODIFICATIONS

2.12.7 Procedures.

f. ...Forward the modification, transmittal letter, and complete record file to CD-M for processing...CD-M will forward the certified transmittal letter, unilateral modification...to the contractor.
CHAPTER 2 – CONTRACT MODIFICATIONS

SECTION 15 – GENERAL GUIDELINES FOR A MEMORANDUM OF FACTS

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CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 15 - GENERAL GUIDELINES FOR A MEMORANDUM OF FACTS

2.15.1 General. Use a Memorandum of Facts (MOF) as supporting data to the Standard Form 30 for un-definitized contract modification (UCA). Also, use a MOF for time extensions under the Default clause when the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples include acts of God or of the public enemy; acts of the Government in its sovereign or contractual capacity; acts of another contractor in the performance of a contract with the Government; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes; unusually severe weather; or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and subcontractors and suppliers.

2.15.2 Claims. As an option, a Memorandum of Facts may be used in processing the settlement of outstanding claims. A price negotiation memorandum is preferred, but at times it is not feasible.

2.15.3 Guidelines. If an MOF is used in support of a contract time or price adjustment, prepare it using guidelines set forth in the following information:

   a. Necessity for the modification. In addition to a clear, concise description of the change in terms of work to be performed or deleted, briefly tell why the contract must be revised, that is, give the reason for the change. Common reasons include: (1) Design Deficiencies which if not corrected will result in unsafe conditions, inoperable facilities, etc., (2) Incorrect or untimely receipt of Government furnished items; (3) Additions or improvements requested by the Using Agency/Owner or other; (4) Revised criteria; (5) Field Conditions; (6) Substitution; and (7) delays not the contractor's responsibility. Include a reference to the letter or other document or event originating the change. If a modification became necessary as a result of a claim, it should so state.

   b. Reason for omission from original plans and specifications. If there was no omission, say so, as in the case of a time extension for unusually severe weather. If something was left out, as is usually the case, tell why it was left out and include the appropriate Agency and Reason codes.
c. Justification of price. If a MOF is used as supporting data for a claims settlement modification, state the following, where applicable, in the justification of price: (a) Amount and date of contractor proposals, identifying if Cost of Pricing Data is required. (b) For changes requiring audits, identify audit number and date, addressing any questioned or unsupported costs and how resolved. If not resolved, or contractor's data accepted, explain. (c) Original Government Estimate amount, any revised amounts, and reasons therefore. (d) Details of negotiations in price. If you prepare a separate Record of Negotiations or PNM, refer to that MFR for details. (e) Date of Certificate of Current Cost or Pricing Data. (f) Settlement price and date agreed.

d. Availability of Funds. Show the accounting or appropriation data.

e. Justification of Time: State amount of time requested by contractor; the amount and basis of time allowed by the Government Estimate; basis for time granted. If time is not requested or required, state reason it is not required or included in modification, e.g., change performed concurrently with other modifications, etc. Refer to Record of Negotiations and detailed discussions if modification is for settlement of claim. If the modification is for time only, include details of negotiations and agreements, similar to the above guidelines for price justification.

f. State contract clause under which the modification is issued. Furnish sufficient details and documentation with the record file to permit a full understanding of the change.

Note: If a Memorandum of Facts is prepared in support of a unilateral action, the memorandum should contain the following language: “This document may contain information that is exempt from disclosure or release whether as deliberative process, pre-decisional in nature, or prepared for use of legal counsel in anticipation of claims or litigation. Contact the Office of Counsel before any release.”

2.15.4 UCA. See Appendix B, WinRMS Bulletin No. E for examples of a Memorandum of Facts relative to Un-definitized Contract Actions.

2.15.5 Narrative Format. For examples of Memorandum of Facts, see Exhibit 3.2G and Exhibit 3.2I, for time granted for unusually severe weather under the Default clause.
DEPARTMENT OF THE ARMY
MEMORANDUM OF FACTS
IN SUPPORT OF A MODIFICATION

On the date of 20 December 2001, the United States of America, entered into Contract No. DACA01-02-C-0020, with Prime Contracting Inc. Mobile, Alabama for Construction of an Administration Building at Irvington, Alabama.

The Contractor was delayed in his ability to furnish and install the oxygen sensor in the test chamber at subject facility due to Government delays in review and approval of the oxygen sensor. On 8 April 2003, the Contractor requested information from the Government regarding the required oxygen sensor. The Government delayed in providing information and approving the equipment submittal until 9 June 2003. This delay is equal to sixty two (62) calendar days. Due to the 62-calendar delay by the Government, the construction Contractor is due a time extension of 62 days. It is the findings of the Administrative Contracting Officer that the Contractor was delayed in the performance of the contract for reasons beyond his control and without his fault or negligence. Therefore, a modification will be issued in accordance with contract clause, Default (Fixed Price Construction), to provide a 62 calendar day extension of contract time and to revise the completion date from 10 June 2003 to 11 August 2003.

Approved by:

I. M. GOVERNMENT
Administrative Contracting Officer

Exhibit 2.15A
This printed copy is for “Information Only.” The controlled version resides on the SAM Contract Administration Website.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
   Construction

2. AMENDMENT/MODIFICATION NO.
   R00010

3. EFFECTIVE DATE
   SEE BLOCK 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT No.
   (If Applicable)

6. ISSUED BY CODE
   CESCAM

7. ADMINISTERED BY CODE
   CD

Mobile District
F.O. Box 2288, 109 St. Joseph Street
Mobile, AL 36628-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, City and Zip Code)

Prime Contracting Inc.
123 Anywhere Street
Mobile, AL 36666

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 17)

10A. MODIFICATION OF CONTRACT/ORDER

10B. DATED (SEE ITEM 17)

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

   The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended.

   Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
   (a) By completing items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA
   Contract Amount Unchanged

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:
      (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE ORDER NO. IN ITEM 10A.

   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
      (Specify type of modification and authority)

   D. OTHER

   E. IMPORTANT: Contractor is not, is required to sign this document and return original and ______ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION
   (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract for Administration Building at Irvington, AL (Mobile County).
Reference No. R00010
CD010 Excusable Delay - Submittal Review
See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER
   (Type or print)

15B. CONTRACTOR/OFFEROR
   (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER
   (Type or print)

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
   (Signature of Contracting Officer)

08/12/2003

Exhibit 2.15B
This printed copy is for “Information Only.” The controlled version resides on the SAM Contract Administration Website.
MODIFICATION OF CONTRACT

Contract No: DACA01-02-C-0020  NA
Modification No: R00010
Contractor: Prime Contracting Inc.
Contract Title: Administration Building
Location: Irvington, AL (Mobile County)

14. DESCRIPTION OF MODIFICATION
(Continued)

A. SCOPE OF WORK

CD010 Excusable Delay - Submittal Review
The contractor performance time is extended due to reasons beyond the control and without the fault of the Contractor: namely, delayed by the Government in reviewing and approving the oxygen sensor submittal.

B. CHANGE IN CONTRACT SPECIFICATIONS
The changes are as stated in the word description contained herein.

C. CHANGE IN CONTRACT PRICE
Total contract price is unchanged.

D. CHANGE IN CONTRACT TIME
The contract completion date shall be extended by 62 calendar days by reason of this modification.

E. CLOSING STATEMENT
In consideration of a modification agreed to herein as complete equitable adjustment for the Contractor's 5 August 2003 proposal for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances given rise to the proposal for adjustment.
# CHAPTER 2 - CONTRACT MODIFICATIONS

## SECTION 16 – PERFORMANCE AND PAYMENT BONDS AND CONSENT OF SURETY

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<td>2-16C</td>
</tr>
<tr>
<td>Exhibit 2.16D</td>
<td>SF 1415 (Multiple Modifications)</td>
<td>2-16D</td>
</tr>
<tr>
<td>Exhibit 2.16E</td>
<td>Example of Executed Power of Attorney</td>
<td>2-16E</td>
</tr>
</tbody>
</table>
CHAPTER 2 - CONTRACT MODIFICATIONS

SECTION 16 – PERFORMANCE AND PAYMENT BONDS
AND CONSENT OF SURETY

2.16.1. General

The Invitation for Bid or Solicitation requires the contractor to furnish a performance and payment bond in the amount indicated in the contract and within the time stated. The performance bond is required to insure that the contractor fulfills all contract requirements. The payment bond is required to insure that the contractor makes payments to all persons supplying labor and material for the prosecution of the work provided for in the contract. Payment bond is not required in Latin America. Consents of surety are used to advise the surety of a change in the contract and to obtain his consent to extend the bond coverage accordingly.

2.16.2. Performance Bonds.

A performance bond is required in connection with any construction contract exceeding $100,000. Generally, the penal amount of each performance bond shall be 100 percent of the contract price at time of award, unless the Contracting Officer determines that a lesser amount would be adequate for the protection of the Government (see individual contracts for Latin America). The Government may require additional bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price (dependent on individual contracts in Latin America).

2.16.3. Payment Bonds.

** Note that payment bonds are not required for contracts in Latin America.

a. Unless the contracting officer makes a written determination supported by specific findings that a payment bond in this amount is impractical, the amount of the payment bond must equal to:

   (1) 100 Percent of the contract price at time of award
   (2) If the contract price increases, and additional amount equal to 100 percent of the increase.

b. The amount of the payment bond must be no less than the amount of the
2.16.4. Contracts Less than $100,000.

a. Performance bonds are not required.

b. Payment bonds for construction contracts greater than $25,000 but not greater than $100,000, the Contracting Officer shall select two or more of the following alternate protections to be shown in solicitation:

   1. Payment Bond (100%)
   2. Irrevocable letter of credit
   3. Tripartite escrow agreement
   4. Certificates of deposit
   5. Deposit of types of securities listed in [FAR 28.204-1](https://www.federalregister.gov/a/50936) and [FAR 28.204-2](https://www.federalregister.gov/a/50937)

The contractor is to submit one of the payment protections as selected by the Contracting Officer.

Bond must equal 100% of the original contract amount unless the Contracting Officer (CO) determines that a lesser amount is adequate for the protection of the Government.

2.16.5. Additional Bond Coverage.

It is the policy on construction contracts to require additional performance bond protection by the original surety or sureties for any modification of an existing provision of the contract which increases the contract price. At a minimum, if a mod does not change the contract scope but changes the contract price (upward or downward) by more than 25 percent or $50K, a Consent of Surety (SF 1414) or Consent of Surety and Increase of Penalty (SF 1415), as appropriate, is required. However, [FAR Part 28.102-2](https://www.federalregister.gov/a/36761) and [28.106-3](https://www.federalregister.gov/a/36761) allows for some discretion on the part of the Contracting Officer to accept a lesser amount of bonding protection. The following policy establishes a limited degree of discretion, but places monetary ceilings on the accumulation of "unbonded" mods thereby increasing the requirement for additional bonding on contracts.
a. Consent of Surety (SF 1414). Note this is not an additional bond, but merely notice to the current surety that the contract has been modified. An SF 1414 must be processed if:

(1) An additional bond is acquired from other than the original surety(s);
(2) No additional bond (SF1415) is required from the current surety(s), and the mod is out-of-scope; or
(3) No additional bond (SF 1415) is required from the current surety(s), the mod is in-scope, and the contract price is changed (upward or downward) by more than 25 percent or $50K; or
(4) Required by a novation agreement; or
(5) Demolition Contracts

b.) Consent of Surety and Increase of Penalty (SF 1415). Note this concerns additional bonding. An SF1415 must be processed if:

(1) The current contract value is less than $1M and the cumulative value of "unbonded" Mods exceeds $100K. A SF 1415 will be processed equivalent to the cumulative increase in the contract value.

For example: $800K Contract

Mod #1 equals $40K: Mod #1 does not exceed $100K, so no SF 1415 is necessary. (If, however, Mod #1 is out-of-scope, process a SF 1414 per a(2) above. A SF 1414, however, is not necessary if Mod #1 is in-scope, because it does not constitute a net change in the contract value in excess of 25% or $50K.)

Mod #1 equals $75K: Mod #1 does not exceed $100K, so no SF 1415 is necessary. (If, however, Mod #1 is out-of-scope, process a SF 1414 per a(2) above. If Mod #1 is in-scope, process a SF 1414 per a(3) above, because the net change in the contract price exceeds 25% or $50K.)

Mod #1 and #2 together exceed $100K: Process a SF 1415, increasing the penalty by the cumulative increase in the contract value. (Another
SF 1415 will not be necessary, until the cumulative value of successive "unbonded" mods exceeds $100K. However, SF 1414s may be necessary per Section “a” above.)

(2) The current contract value is $1M or greater and the cumulative value of Mods exceeds 10% of the current contract value. A SF 1415 will be processed equivalent to the cumulative increase in the contract value.

For example: $5M Contract

Mod #1 equals $200K: Mod #1 does not exceed 10% of the current contract value, so no SF 1415 is necessary; (Process a SF 1414 per a(2) above. if the mod is out-of-scope, or per a(3) if the mod is in-scope, because it exceeds $50K.)

Mod #1 and #2 together exceed 10% ($500K): Process a SF 1415, increasing the penalty by the cumulative increase in the contract value. (Another SF 1415 will not be necessary, until the cumulative value of successive "unbonded" mods exceeds 10% of the current contract value. However, SF 1414s may be necessary per Section “a” above.)

c. When additional coverage is furnished in whole or in part by a new surety or sureties, agencies shall use SF 25, Performance Bond, or, if applicable, SF 25-A, Payment Bond.

d. When an Irrevocable Letter of Credit (ILC) is used as an alternative as security for a performance or payment bond and the contract period is extended, the contractor shall be required to provide an ILC with an appropriately extended maturity. See FAR 28.204-3(f).

2.16.6 Liability Limit.

Surety companies are limited by Treasury Department regulations in the amount of liability that can be assumed on any one risk. If the surety company reaches its liability limit, arrangements must be made by the contractor for another co-surety to assume the increase in penalty (SF-1415), or for a new surety company to
furnish a performance bond, executed on Standard Form 25, to accompany the particular modification and consent form when the new surety starts to participate as a co-surety. The penal sum of that bond must be the amount necessary to cover the new insurer’s share of liability in support of the modification to which the bond is attached. For subsequent modifications, the new company may increase the penal sum of its performance bond in the same manner as the other co-sureties by executing a Consent of Surety and Increase of Penalty. After a company has exhausted its underwriting ability, it must continue to execute consents on future modifications of the contract in a zero capacity (or “none”) so that it will not be released from its previous obligations. Increase in payment bond, as applicable, will be done in the same manner.

2.16.7. Procedures for Consent of Surety.

When a contract is awarded and Performance/Payment Bonds are required. Contracts awarded in the U.S. are covered with U.S. Treasury Sureties. The Department of Treasury's Listing of Approved Sureties (Department Circular 570) is updated on July 1, every year, although there are changes constantly as they incur.

To check to see if your contract's bonds are current when doing SF1415, you go to http://fms.treas.gov/c570/c570.html#certified. Click on Sureties Listing then Certified Companies. Scroll to your Surety's name and see the liability limitation for the date that you are preparing your consent of surety, as periodically the amount can change or a surety can be debarred. To be updated automatically you need to go click on Subscribe to Updates (same web page with the Sureties Listing). Enter the required info and select the box for Sureties Circular 570.

If your surety's amount modifying the contract amount exceeds the liability amount the contractor is required to acquire additional bonding. The existing Surety Company is liable but additional bonding might be required.

a. Utilize the performance and payment bonds provided by CT, when initiating a change and the proposed estimated amount is expected to exceed thresholds specified in section 2.16.5.

b. Appropriate district elements are responsible for tracking and determining
when a SF 1414 or SF 1415 needs to be done.

c. SF 1414’s and SF 1415’s are completed as required in section 2.16.5.

d. The principal (contractor) or his authorized representatives shall execute Consent of Sureties (1414 and 1415). If the individual who signs the consent is signing in a representative capacity (e.g., attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, a Power of Attorney or Certificate of Corporate Principal, as appropriate, must have been previously furnished or submitted with the executed consent form. It is required that the effective date of the modification be before or the same date the consent is executed by the contractor and his bonding company.

e. An original Power of Attorney is required for the surety representative executing the consent.

f. Review consents in accordance with “Checklist for Consents of Surety”. Pay particular attention to dates and seals as noted on the checklist.

g. Include the “Checklist for Consent of Sureties” (in RMS) with each SF 1414 prepared and transmit with applicable modification and supporting data to the District Office for finalization and/or distribution. Add the name and phone number of the person completing the checklist at the bottom of the form.

h. Forward Consent of Sureties through OC for legal sufficiency then to the Contracting Officer for approval.

i. SF 1414/1415 on ACO actions are completed and distributed by Field Offices. SF 1414/1415 on CO actions are routed for signature and distributed by CD-M. For tracking, see Appendix B, RMS Bulletin F

2.16.8. Sample Formats.

As indicated above, Exhibit 2.16A is the “Checklist for Consent of Surety.” Also see Exhibit 2.16B, SF 1414; Exhibit 2.16C, SF 1415 (Single Modification); Exhibit 2.16D (Multiple Modifications), and Exhibit 2.16E, example of executed Power of Attorney.
<table>
<thead>
<tr>
<th>NO.</th>
<th>CHECKLIST ITEM</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Is the consent executed on the correct form? SF 1414 or 1415 (circle Form)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Is the contract number listed?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Is the modification number listed?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Is the modification date listed?</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>SF 1415. Has the increase/decrease in penalty of performance/pay bonds been correctly inserted in Item No. 4?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Does the surety company have sufficient underwriting limitation from latest Treasury Department Circular?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>SF 1414. Are all co-sureties listed in Item 6?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>SF 1415. Does Item 5 contain all co-sureties, and is the amount each is assuming against the increase in bond penalty set out in Items 6 &amp; 7?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9a</td>
<td>Are the Consent execution dates the same or later than the mod date? (CD-M action over ACO authority)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9b</td>
<td>Is the date of the Corporate Principle on or before the date of the Surety signature? (Note: Contractor should sign and date first)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9c</td>
<td>Is the date of the Corporate Principle on or after the latest date (block 15c or 16c) on the SF 30?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Is the principal’s name and address listed? (same as in contract)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Did the principal and surety execute the consent?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Is the name and title of the person executing on behalf of the principal typed beneath the signature? (Check for proper title or supporting data)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Is the corporate seal affixed on behalf of the principal the same as name listed for the principal? (Seal req’d unless State of Inc. does not req. Verify w/principal.) (Non-corporate principal may be required by State to have “adhesive seal.” – Verify )</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Is the name and address of the surety company listed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Is the name of the surety company exactly the same as the name appears on the latest Treasury Department Circular?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Is the corporate seal affixed on behalf of the surety? (All sureties and agents have raised seals).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Is the original Power of Attorney for the surety company attached to the consent? (Signature and seal may be pre-printed on POA by facsimile. If not, raised seal is required). POA execution date on Consent Form must be on or after date principal executes consent.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 a.</td>
<td>Are all of the following documents being forwarded to the Bonds Team?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 b.</td>
<td>Copy of the modification?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 c.</td>
<td>Original signed consent with POA?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 d.</td>
<td>Applicable certificate signed by the Contracting Officer?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 e.</td>
<td>Copy of this complete form, “X” entered on all questions, and contact person?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

POC: Gary W Browder  251-690-2916

May 2009

Exhibit 2.16A

This printed copy is for “Information Only.” The controlled version resides on the SAM Contract Administration Website.
The surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

<table>
<thead>
<tr>
<th>4. INDIVIDUAL PRINCIPAL</th>
<th>a. BUSINESS ADDRESS</th>
<th>b. SIGNATURE</th>
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<tr>
<td></td>
<td></td>
<td>c. TYPED NAME AND TITLE</td>
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<td></td>
<td></td>
<td>d. DATE THIS CONSENT EXECUTED</td>
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<table>
<thead>
<tr>
<th>5. CORPORATE PRINCIPAL</th>
<th>a. CORPORATE NAME AND BUSINESS ADDRESS</th>
<th>b. PERSON EXECUTING CONSENT (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contracting Inc.</td>
<td>123 Anywhere Street Mobile, AL 36666</td>
<td>BY</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. TYPED NAME AND TITLE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. DATE THIS CONSENT EXECUTED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)</th>
<th>a. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</th>
<th>b. PERSON EXECUTING CONSENT (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>No. 123-456-789 ABC Bonding Co. 123 Bonding Street Bonding, Alabama, 12345</td>
<td>BY</td>
</tr>
<tr>
<td>B.</td>
<td>CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</td>
<td>c. TYPED NAME AND TITLE</td>
</tr>
<tr>
<td>C.</td>
<td>CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</td>
<td>d. DATE THIS CONSENT EXECUTED</td>
</tr>
<tr>
<td>D.</td>
<td>CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS</td>
<td>(AFFIX SEAL)</td>
</tr>
</tbody>
</table>

(Add similar signature blocks on the back of this form if necessary for additional co-sureties)
CONSENT OF SURETY AND INCREASE OF PENALTY

1. CONTRACT NUMBER
   DACA01-02-C-0020

2. MODIFICATION NUMBER
   R00001

3. DATE
   8/15/2002

4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the Contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by $535,000.00 dollars ($535,000.00) and the penalty of the payment bond or bonds is increased by $535,000.00 dollars ($535,000.00). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

5. NAME OF SURETY

6. INCREASE OF LIABILITY LIMIT UNDER PERFORMANCE BOND
   $ 535,000.00

7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
   $ 535,000.00

8. INDIVIDUAL PRINCIPAL

   a. BUSINESS ADDRESS
   b. SIGNATURE
   c. TYPED NAME AND TITLE
   d. DATE OF THIS CONSENT

9. CORPORATE PRINCIPAL

   b. CORPORATE NAME AND BUSINESS ADDRESS
   c. PERSON EXECUTING CONSENT(SIGNATURE)
   d. DATE THIS CONSENT EXECUTED

   Prime Contracting Inc.
   123 Anywhere Street
   Mobile, AL 36666

   c. TYPED NAME AND TITLE
   (AFFIX CORPORATE SEAL)

The principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of corporate Principal must accompany the consent.

10. CORPORATE / INDIVIDUAL SURETY (CO-SURETIES)

   a. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS
   b. PERSON EXECUTING CONSENT (SIGNATURE)
   c. TYPED NAME AND TITLE
   d. DATE THIS CONSENT EXECUTED

   A. No. 123-456-789
      ABC Bonding Co.
      123 Bonding Street
      Bonding, Alabama, 12345

   (AFFIX SEAL)

   b. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS
   c. TYPED NAME AND TITLE
   d. DATE THIS CONSENT EXECUTED

   B. No. 123-456-789
      ABC Bonding Co.
      123 Bonding Street
      Bonding, Alabama, 12345

   (AFFIX SEAL)

   b. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS
   c. TYPED NAME AND TITLE
   d. DATE THIS CONSENT EXECUTED

   C. No. 123-456-789
      ABC Bonding Co.
      123 Bonding Street
      Bonding, Alabama, 12345

   (AFFIX SEAL)

   b. CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS
   c. TYPED NAME AND TITLE
   d. DATE THIS CONSENT EXECUTED

ADD SIMILAR SIGNATURE BLOCKS ON THE BACK OF THIS FORM IF NECESSARY FOR ADDITIONAL CO-SUREITES.

PREVIOUS EDITIONS NOT USABLE
AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1415 (Rev. 7-93)
Prescribed by GSA – FAR (48CFR) 53.228(1)

Mar 2007 Exhibit 2.16C

This printed copy is for “Information Only.” The controlled version resides on the SAM Contract Administration Website.
4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by 670,338.00 dollars ($670,338.00) and the penalty of the payment bond or bonds is increased by 670,338.00 dollars ($670,338.00). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

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<tr>
<th>5. NAME OF SURETY</th>
<th>6. INCREASE OF LIABILITY LIMIT UNDER PERFORMANCE BOND</th>
<th>7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ABC Bonding Co.</td>
<td>$ 670,338.00</td>
<td>$ 670,338.00</td>
</tr>
<tr>
<td>b.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>c.</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

8. INDIVIDUAL PRINCIPAL

a. BUSINESS ADDRESS
b. SIGNATURE
c. TYPED NAME AND TITLE
d. DATE OF THIS CONSENT

9. CORPORATE PRINCIPAL

a. CORPORATE NAME AND BUSINESS ADDRESS
b. PERSON EXECUTING CONSENT (SIGNATURE)
c. TYPED NAME AND TITLE

d. DATE THIS CONSENT EXECUTED

- The principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of corporate Principal must accompany the consent.

10. CORPORATE / INDIVIDUAL SURETY (CO-SURETIES)

A.

a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS
   No. 123-456-789
   ABC Bonding Co.
   123 Bonding Street
   Bonding, Alabama, 12345

b. PERSON EXECUTING CONSENT (SIGNATURE)
   (AFFIX SEAL)
c. TYPED NAME AND TITLE
d. DATE THIS CONSENT EXECUTED

B.

a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS

b. PERSON EXECUTING CONSENT (SIGNATURE)
   (AFFIX SEAL)
c. TYPED NAME AND TITLE
d. DATE THIS CONSENT EXECUTED

C.

a. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS

b. PERSON EXECUTING CONSENT (SIGNATURE)
   (AFFIX SEAL)
c. TYPED NAME AND TITLE
d. DATE THIS CONSENT EXECUTED

ADD SIMILAR SIGNATURE BLOCKS ON THE BACK OF THIS FORM IF NECESSARY FOR ADDITIONAL CO-SURETIES.

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AUTHORIZED FOR LOCAL REPRODUCTION
STANDARD FORM 1415 (Rev. 7-93)
Mar 2007
Exhibit 2.16D
This printed copy is for “Information Only.” The controlled version resides on the SAM Contract Administration Website.
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>670,338.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the dollar value and effective dates as shown above for each Modification covered by the foregoing Consent of Surety is true and correct.

______________________________  Dated
GARY W. BROWDER
NOTE: Powers of Attorney (POA) and Certifications: POA must be signed and dated on or after the date the SF 1414 or 1415 is signed and dated. If the POA is signed and dated before the SF 1414 or 1415 is signed and dated, it must be certified (signed and dated) on or after the date SF 1414 or 1415 is signed and dated. If the signature on a POA or Certification is done electronically, it must be evident that the signature was applied after the document was produced, not concurrently therewith.
CHAPTER 4 – CONTRACTOR PROGRESS PAYMENTS

4.4 PPA Procedures for Construction Contracts.

   f. Interest (Contractor).

      (6) Payments for adjudicated claims under the Contract Disputes Act are not reported as interest penalties under the Prompt Payment Act. Therefore, claim payments should be prepared on a separate payment estimate.

4.8 Performance and Payment Bond.

   b. In implementing this clause, use the following procedures:

      (1) Include payment for bond as a Pay Activity in RMS. See RMS Bulletin C

4.9 Liquidated Damages.

   b. (NOTE: DO NOT SEND RMS generated Payment Estimate electronically to CEFMS when assessing LD’s, do it manually in CEFMS. Also, see Appendix F, CEFMS Procedures and see Appendix B, RMS Bulletin C - ENG 93 PAYMENT ESTIMATES – VARIOUS COMMENTS.

4.10 Retained Percentage (Prime Contractor).

   b. Note the following guidance in connection with retained percentage:

      (2) For implementing this procedure, the Contracting Officer has approved a policy stating that progress will be considered satisfactory if the actual total job progress to date is not more than:

      • 5 percent or 30 days behind the late finish schedule until the work is 75 percent complete;

      • 2-1/2 percent or 15 days at 85 percent;

      • will not be satisfactory unless progress at least meets the late finish schedule after the project is more than 85 percent complete.
4.13 **Notice of Assignment.**

*b.* In cases of assignment, show the contractor's name and address in Block 2 of ENG Form 93, Payment Estimate - Contract Performance and the assignee's name and address in the appropriate place on the face of ENG Form 93.

4.15 **Final Estimates.**

*b.* In addition to the normal payment estimate supporting documents, attach the following data to the final payment estimate (some examples are shown in SAD Exhibit 4H):

(7) Required for Cost Reimburseable Task Order Contracts Only
- CEFMS printout of ENG 93 Screen 2.45
- Send package to Contracting Division point of contact for processing

(8) If Liquidated Damages are being assessed
- Copy of Email from Area Engineer to CD-M Budget Analyst and Procurement Technician. Email shall provide instructions telling the disposition (Customer, S&A, Treasury, etc.) of the LD’s to be collected.
- Copy of the calculation sheet that determined the daily amount of LD’s.
- See RMS Bulletin C - ENG 93 PAYMENT ESTIMATES – VARIOUS COMMENTS, for more information

*c.* When preparing a final estimate, check the following and insure documentation is completed:

(1) All payrolls and "Payroll Record Cards," ENG Form 3180, of both prime and subcontractor personnel, are properly executed. Annotate the last payroll "FINAL." This paragraph does not apply to contracts in Latin America.

- Payroll records are required on all CONUS construction contract actions over $2,000.
- Clearance of contractor payrolls does not go thru CD-M and should not be included with the final estimate.
- Submit a copy of the signed payroll cards to OC-L as soon as practical after all payrolls are received (before Final Payment is processed).
Submission to OC-L can be by mail, fax (251-694-4378) or Email to both Joycelyn W. Hunt and Monetta A. Roberts.

- File the original signed payroll cards with the original payroll records and retire them with the official contract files.
- Assure that Real Property data (for Final 1354) in RMS sum up to the current contract amount.

(9) Field has signed Final PE from contractor (including all required forms, etc.), do the following:

- Complete “Final Closeout Notification for KO” (Construction Contract Closeout Checklist) using RMS, Government In-House Memos. This has 3 separate forms that are required to be signed. However, each form can also be generated separately from RMS.
- Send Final PE to CEFMS from RMS.
- Send Email to OC, using RMS, Government In-House Memos, “Final PE Email to OC”. Attach Signed Release of Claims to email.
- OC enters the “Release of Claims” box in CEFMS and emails ACO.
- ACO enters the Contract Settlement Date (same as Invoice Received Date) and approves Final PE in CEFMS.
- ACO Send Final PE Email to UFC, using RMS, Government In-House Memos, “Final PE Email to UFC”.
- Send the Original Signed ENG Form 93, Release of Claims directly to CT-C (does not go through CD-M) for Official Contract File. Note: this may change in the near future.
- ACO Email the signed “Final Closeout Notification for KO”, including all three forms to the KO and PM-M (Robin.S.Overstreet@usace.army.mil). These documents shall also be placed in RMS Contract Documents.
CHAPTER 5 – OTHER PROCUREMENT

SECTION 1 – DELIVERY/TASK ORDERS

5.1.1 Basic IDIQ Contract

South Atlantic Division has received approval from HQ to utilize a combination of Regional IDIQ contracts for future acquisitions. These combinations include regional geographic area MATOC’s and groups of SATOC’s (Single Award Task Order Contracts) each based at a different military installation. The geographic groupings include contracts restricted to competitive 8(a) award, as well as contracts unrestricted to business type or size. The SATOC’s are all restricted to competitive 8(a) award. The MATOC solicitation will result in the award of three contractors for each MATOC solicitation. A single contract will be awarded based on the solicitation for each SATOC at each installation.

The basic IDIQ (MATOC) will provide ACO/COR delegations (current list is available at https://cd.sam.usace.army.mil/aco-cor/ACO-COR.doc) to the basic contract for the five area offices within Mobile District (i.e. North Regional, South Alabama, Gulf Coast, Latin America and Florida). The SATOC award will include the ACO/COR authority for the specific installation using the current list on CD webpage. This authority is provided to issue request for proposals for potential task orders and administration of issued task orders. The tracking of RFP’s for new task orders will be performed using RMS (see paragraph 5.1.2. below).

a. Sole Source Acquisition The guaranteed minimum is usually provided by the customer or Construction Division to award the contract. Once a task order is issued that satisfies the minimum requirements, the minimum award amount may be de-obligated by Contracting Division (CT) by email request of the Resident Office with notification to project manager.

b. Competitive IDIQ or MATOC – Once the minimum amount is satisfied through award of task orders, the minimum guarantee amount should be de-obligated similar to Sole Source IDIQ above.

5.1.2 Task Orders
a. RFP and Task Order Tracking – Funding will not be tracked in RMS for the basic contract, only capacity used.

Scope of work should also include base year minimum amount, base year capacity and option year capacity (ies).

In RMS, uncheck the boxes in CONTRACT SETUP for everything but Tracking CWE for each Funding Account. The basic contract will not be linked to P2.

The NON-CEFMS funding account should be added in the amount of the base year capacity amount as “contingency” to assist in tracking usage of capacity. When there is no funding available or a negative amount, this will also serve as a reminder that the base year capacity is expended and additional capacity (exercise an option) is required.

b. Task Order Initiation -

Wage rates are requested from the appropriate PM or OC for the proposed contract action. The scope of work shall be detailed to the extent that both parties have the same and complete understanding of the scope. Since the issuance of a task order represents a new procurement, a Government Estimate is required for all task orders regardless of dollar value. An approved Government Estimate is required prior to negotiations. Responsibilities, preparation and approvals of the Government Estimate shall be in accordance with Chapter 2, Section 6, paragraph 2.6.2 of SAD Manual. Once the proposal is received, typical negotiation procedures are used as described in Chapter 2. Price, technical, and costs analyses shall be performed in accordance with Chapter 2, Section 4, paragraphs 2.4.8, 2.4.9, and 2.4.10. If an item of work is greater than $100,000, the proposal should include a detailed cost breakdown or evidence of adequate competition (2 or more quotes). If a proposal is presented with a date earlier than the RFP, the price negotiation memorandum shall provide a detailed explanation. If the negotiated amount exceeds $550,000, then a current Certificate of Cost and Pricing data shall be obtained at the conclusion of negotiations. There is a requirement that the prime contractor perform at least 15% of the contract work (work is considered all task orders and not each individual task order). Once negotiations are complete, a task order package should be assembled and sent to CD-M for routing and execution. The checklist for task order package is attached (Exhibit 5.1A). The PM and CT specialist names, if known, shall be included on the task order routing slip. Checklist shall indicate if funding is available with Certified PR & C or if subject to availability of funding.

c. RMS Procedures -
Select the NON-CEFMS funding account for updating the anticipated amount (ROM) of the task order. First update the change request register screens with negotiated amount and duration utilizing the NON-CEFMS funding account.
# CHECKLIST/COVER SHEET
Non-Competitive, Indefinite Delivery/Indefinite Quantity Task Order
Construction Services in the Mobile District CONUS

<table>
<thead>
<tr>
<th>Contractor’s Name</th>
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<tr>
<td>Contract Number</td>
<td></td>
</tr>
<tr>
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<tr>
<td>Project Title</td>
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<tr>
<td>Project Location</td>
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<tr>
<td>PM Budget Analyst</td>
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<tr>
<td>Negotiator and phone number</td>
<td></td>
</tr>
<tr>
<td>Project Manager and phone number</td>
<td></td>
</tr>
<tr>
<td>Contract Specialist and phone number</td>
<td></td>
</tr>
</tbody>
</table>

**Enclosures:** (Indicate completion by a check mark in the blank in front of the number. Also, include enclosures for each item in order behind this sheet.)

1. **CD** Scope of Work (Front End, Additional Special Clauses, Plans and Specifications). If the front end or SOW changes, include amendments.
2. **CD or EN** Independent Government Estimate (IGE)
3. **CD** Bid Schedule
4. **CD** Duration of project: _______ days. Attach backup information.
5. **CD** Liquidated Damages Memo, (prepared by ACO, to be included in the 1155).
6. **CD** Davis-Bacon Wage Rates
7. **INSTALLATION** Directive to Issue RFP & Award (request from customer)
8. **INSTALLATION** Environmental Clearance Letter (Can be shown on Directive)
9. **CD** Request for Proposal Letter
10. **CD** Contractor’s Proposal.
11. **CD** Contractor’s Revised Proposal (if required).
12. **CD** Pre-negotiation Objectives.
13. **CD** Audit Request or Waiver of Audit Memo.
14. **CD** Price Negotiation Memorandum or Price Analysis Memorandum and Revised IGE if Required.
15. **CD-M** Review Items 1 through 14 and send package to the PM Budget Analyst. Reviewer ________
16. **CD/PM** Requests funds for TO award with all mark-ups (S&A, EDC, Contingency, etc.)
17. **INSTALLATION** Funding Document (MIPR) from Installation or Customer
   a. The following statement must be on each MIPR or funding document for funds which expire in the current fiscal year.
   
   *The funds authorized herein are (1) available for obligation, (2) appropriate as to purpose, time and amount, and (3) are provided to fund a bona fide need which exists during the period of availability.*
18. **RM** Receives funds and Enters in CEFMS and Notifies PM Budget Analyst
19. **PM** Funds review for applicability.
20. **PM** Provide Copy of Certified Contractual PRAC with Original Source of Funds
21. **PM** Copy of MIPR/FAD
22. **PM** P2 Project Number
23. **PM** Labor code for CT CT-C
24. **CT** Prepares DD Form 1155
25. **CT** Prepare Award Letter (Unsigned)
26. **OC** Office of Council Review. Reviewer
27. **CT** KO signs award letter.
28. **CT** Contracting sends contractor Award Letter, 1155 and Request for Bonds with copy to PM-____ (office symbol), CD-____ (area office), CD-____ (resident office)
29. **CT** Receives Bonds forwards to OC
30. **OC** Approves Signed Bonds.
31. **CT** Contracting E-mails ACO Approved Bonds
32. **CD** ACO issues NTP.
33. **CD** Project Office sends copies of acknowledgement of NTP to CT and Area Office.
34. **CT** Award Task Order File Complete. Contract Specialist ____________

Mar 2007

Exhibit 5.1A

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CHAPTER 5 – OTHER PROCUREMENT

SECTION 2 – SMALL PURCHASES (LESS THAN $100,000)

5.2.3. PROCESS AND PROCEDURES:
   b. SOLICITATION:

   2) ADVERTISING FOR QUOTES

   c) CONUS - $2,000-$99,999:
   NOTE: Award will be made five working (5) days after appearance in EDI. Award will be made based on a Written Quotation. All responses should be directed to _________________ (fill in with contract specialist name, phone number, P. O. Box 2288, Mobile, AL 36628-0001. When EDI is used, this statement should be included in the electronic quote.

   3) OCONUS EVALUATION:
   Note: All purchase orders require review by OC prior to submitting to CT-C for award.

   c. AWARD:

   2) CONUS - CT-C prepares and the Contracting Officer signs two (2) originals of the DD1155 and an Award letter. CT-C will mail both to the Contractor to obtain the Contractor’s acknowledgment signature on the DD1155.

   3) Final acceptance of work (including final payments) will be indicated by signature of the ACO and using the Mobile District’s established PROCEDURES FOR CONTRACT CLOSE-OUT.
CHAPTER 5 – OTHER PROCUREMENT

SECTION 4 – 8 (a) SOLE SOURCE CONTRACT

INDEX

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<th>Description</th>
<th>Page No.</th>
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<td>8 (a) Sole Source Contract</td>
<td>5-4-2</td>
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</table>
CHAPTER 5 – OTHER PROCUREMENT

SECTION 4 – 8(a) SOLE SOURCE CONTRACT

5.4.1  8(a) Sole Source Contract - 8(a) contractors may be selected for a construction contract without competition in coordination with the District SADBU (Small and Disadvantaged Business Labor Advisor). The Request for Proposal (RFP, i.e. solicitation) is requested by Project Management (PM) to Contracting Division (CT). CT issues the solicitation to the contractor and receives the official proposal. The Request for Proposal includes a bid schedule, Davis Bacon Wage Rates, liquidated damages, quality control requirements, and other contract clauses. The Resident Office that will be responsible for the administration of the contract usually negotiates the contract. The negotiator should utilize Chapter 2, Section 6 for preparation and approval of Government Estimates, Chapter 2, Section 4 for proposal analysis, and documentation of negotiation.

Once negotiations are complete, CT shall obtain a current Certificate of Cost and Pricing Data from the contractor if negotiated amount is over $650,000. A complete package shall be forwarded to the Project Manager for routing and execution. Package from Resident Office should include an approved Government Estimate (GE), Pre-negotiation Objective Memorandum (POM), and Price Negotiation Memorandum (PNM). Any changes to the solicitation during negotiations should be documented with an amendment to the solicitation and acknowledged by the contractor prior to award. Administration procedures after award shall be as with all other construction contracts.
CHAPTER 6 – CONTRACT CLOSEOUT

6.3 Transfer and Acceptance of Construction. Procedures for transfer and acceptance of Military Real Property and other Construction to the Using Agency (DD FORM 1354/LETTER/MEMO).

Each office (i.e., PM-MS, RM-F, and CD-M) will ensure that the Construction Contract Close-out Database is properly maintained on a regular basis so that it accurately reflects the status of the District’s Construction Projects that are not financially closed and turned over to the using agency.

a. Projects that require a DD Form 1354, “Transfer and Acceptance of Military Real Property.” (CIP)

(4) Upon receipt of signed Interim DD Form 1354 from the Using Agency, the Area Office will send a copy through CD-M to PM-MS and file the original.

c. Closeout Database

(1) PM-MS, RM-F, and CD-M will jointly use an electronic database to track the status of all Construction projects that are not financially closed and turned over to the using agency. The database will be updated by PM-MS, RM-F, and CD-M on a regular basis as well as RMS and CEFMS and will identify reasons for delays in financial closeout. Each CD field office will review the database on a monthly basis and provide updated status information to RMS for projects under their purview/supervision. See RMS Bulletin I, Contract Closeout System (CCS) in Appendix B.
CHAPTER 7 – Claims

The website for determining interest for claims payment is: http://www.publicdebt.treas.gov/opd/opdprmt2.htm

7.4 Claims Process

Claims Manager is located in the field at the Area Office.

See Exhibit 7.1 - Claims Flowchart.

j. If the Court of Federal Claims or ASBCA renders a judgment against the District, payment may need to be made from the “Judgment Fund”. Simply put, the Treasury maintains a fund to pay claims to mitigate interest accumulation on claims with merit. Interest is calculated from the date of certification of the claim to the date of payment.

k. OC, RM and the Contracting Officer will complete forms which request the contract funds be provided from the Judgment Fund. Every effort should be made to obtain project funds before seeking payment from the fund. The Treasury is required to be reimbursed for this expenditure – it is not “free” money. In addition to project funds, S & A will also be requested from the customer (not paid by the Judgment Fund). A modification to the contract is not required. Final payment to the contractor may proceed if there are no other issues. However, the project is not fiscally closed out until the Fund is reimbursed and S & A provided to the District. For more information about the Judgment Fund their website is http://www.fms.treas.gov/judgefund.
Claims Flowchart

Contractor submits Claim/Request for KO decision

Resident Office analyzes for Merit.

Input from EN, OC, CT & others as needed.

Has Merit

Does not have Merit, RO prepares request for KO decision

Negotiate Settlement prepare MOD, Pay Contractor.

Send to Area Office for Area Engineer to analyze for Merit.

Send back to Area Office.

Send request to CD-M to review.

Does not have Merit

Send to OC for review, analysis & recommendation to KO.

Technical Assistance from EN, consultants will be used as needed.

KO will review recommendations and make decision on Merit.

Has Merit

Does not have Merit

Route through CD to AO/RO to negotiate settlement. Prepare MOD, Pay Contractor.

Issue KOD denying claim.

Hold meeting with contractor if requested.

Exhibit 7.1

This printed copy is for “Information Only.” The controlled version resides on the SAM Contract Administration Website.
What can I use in RMS?

Anything and everything.

What must I use?

RMS will be used for managing construction work on all programs and all construction administration work.

Basic construction contract information, status and issues, pay estimates and modifications.

Contractor Module - Quality Control System (QCS) when it is specified in your contract.

Information necessary for CEFMS, P2 and PD2 (SPS) interfaces (AMPRS type data, PE’s, etc.)

TIPS

Always close the RMS Window before closing the Citrix ICA Client (Metaframe) Window. If you do not do this you may not be able to get into RMS due to all Licenses being used.

RMS always shows you the Project/Contract that you are working on at the top of the screen. ALWAYS make sure that you are working on the Project/Contract that you want to be working on.

Do not use the "RETURN" or "ENTER" keys, use the "TAB" to move around the screen.

Always use "SAVE" (when available) after add or edit, then OK.

Contract Number and Delivery Order numbers must match CEFMS exactly (ie. NA, N/A, 0001) for the RMS/CEFMS Interfaces to work

Funding Accounts has to be in all caps when you are downloading from CEFMS

Bid Item #s are called CLIN #’s in RMS.

In order to delete a contract, you have to have another contract open and then choose the contract you want to delete from the pick list. Only Site Administrators are given this permission.

Names and job titles need to be in upper and lower case in all fields

After completing a mod, go into Finances and re-calculate.
PROBLEMS/ERRORS

All problems/errors should be reported to the RMS Support Center, with copies to the Area Office POCs and to the District POC.

When you notice a problem or get an error, press the "Print Scrn" key on the keyboard to capture the screen. Minimize the Window and open up Word with a new (empty) document. Press "Return or Enter" key 3 times and then the up arrow key once. Now select "EDIT", "PASTE" and the screen that you captured previously should appear. Now go to the first line in the file, type in the date and then type in the problem or what you were doing when you got the error. If you need to type a paragraph, do so. You want someone else to be able to understand what happened when you noticed the problem or error. Email this file to POC’s.

RMS will continue to have bugs and problems. We need to identify these to the RMS team if we hope to get them corrected.

**District Office POC's**

CD-M – Gary Browder  
251-690-2916

**Area Office POC's:**

CD-NA – Vicky Stanley  
256-876-4118
CD-SA – Teresa Converse  
344-255-3612
CD-GA – Sarah Johnson  
850-884-4366
CD-FA – Barbara Hornsby  
813-840-2809
CD-LA – Alberto Montes de Oca  
251-690-3117

**RMS Support Center**
Support Line: (760) 247-0217  
Fax: (760) 247-2547

**RMS User Guides**
RMS User Guide 2.37

Email Addresses for RMS Support
rmssupport@usace.army.mil  
rmsissues@usace.army.mil

**District IM POC’s**

Susan Mitchell  
251-690-3329
PRINTING

RMS uses the printers that are already established for Windows.

RMS Library’s

Do not add any items to RMS Library(s) or lookup tables. If any user thinks or needs to have additional items added to Library lookup tables, please contact your District or Area Office POC’s.
SUBJECT: Importing Submittal Register into RMS from Specsintact

RESPONSIBILITIES: Engineering Division will ensure that the “ufsg4288.txt” file is created and included on the project CD-ROM with the specifications and drawings. The “ufsg4288.txt” file is an extract from Specsintact which contains the project Submittal Register. It is in a format that RMS can use to import the Submittal Register. Corps of Engineers and/or contractor can then use the “ufsg4288.txt” for importing the Submittal Register directly into RMS for use on the project.

PROCEDURES: RMS users must login into RMS and select the contract that they want to import the Submittal Register for. User then will select the IMPORT/EXPORT Button and then select the SPECSINTACT option, then the IMPORT FROM SPECSINTACT button. At this point, a window opens up. This is where the user specifies the file that is being used for importing the data. This file is the “ufsg4288.txt” file that is on the project CD-ROM. User will select the “ufsg4288.txt” file and continue with the import of the Submittal Register.

Should you have any questions about these procedures or the “ufsg4288.txt” file, contact Gary Browder, CESAM-CD-M at 251-690-2916.

Should you have any questions about the project CD-ROM with the “ufsg4288.txt” file, contact CESAM-EN-DW at (251) 694-4023.

NOTE: The submittal type codes are in the process of changing to the new Unified Guide Specs. So the submittal type codes may be a bit different than they have been in the past. The RMS import first checks all submittals to see if any of the submittal items have been assigned one of the new codes (numbers 02, 03, 05, 10, or 11). If any of these new codes are used, RMS uses the new submittal types for all of the submittals with codes 01 thru 11. It still uses the old code definitions for any codes above 11. If RMS does not find any of the new codes (numbers 02, 03, 05, 10, or 11), it prompts the User to select the "old Submittal Type Codes" or the new "Unified Submittal Type Codes". Both the old and new codes share code numbers 01, 04, 06, 07, 08, and 09 with different meanings for each. If the old Submittal Type Code is selected RMS uses the old Army definitions for code numbers 01, 04, 06, 07, 08, and 09.
SUBJECT: SUBMITTAL REGISTER – VARIOUS COMMENTS

PROCEDURES:

1) SPECIFICATION SECTION NOT IN RMS - Users can now add the sections if they are not in the library.

2) CAN’T ADD TRANSMITTAL – Go to ADMINISTRATION, CONTRACT SETUP. Make sure that the check mark is OFF on the question: Will contractor use RMS QC Module?

3) CHANGE ACTION CODE ON ITEM THAT HAS BEEN LOGGED OUT – Remove Date Sent To Contractor, change Action Code, re-enter Date Sent To Contractor.

4) REMARKS TO CONTRACTOR – Remarks to contractor address all items submitted on the transmittal. When a transmittal contains more than one item, enter your action code on all items before doing your comments. To enter your comments, use the EDIT button, then the LOOKUP button and select the “LIST ALL ITEMS SUBMITTED”. This will put the item number and action code for all items submitted. Then you can enter the specific comments that apply to each item underneath the appropriate item.
SUBJECT: ENG 93 PAYMENT ESTIMATES – VARIOUS COMMENTS

PROCEDURES:
1) Paying Bond – Create a Pay Activity for Bond on the highest value Construction CLIN. When Contractor uses QCS, have contractors do the same.

2) Assessment of Liquidated Damages (LD’s)
   - Potential LD’s will be set-aside in CEFMS/RMS in Other Deductions (Both systems should match exactly) except for Final Payment Estimate.
   - When LD’s are actually being assessed (normally on Final Pay Estimate), amount of LD’s will be entered into RMS Pay Estimate as LD’s and explain the assessment in the Remarks block on ENG Form 93 (DO NOT SEND ELECTRICALLY TO CEFMS).
   - RMS Pay Estimate must be manually entered into CEFMS. The amount of the LD’s that shows on ENG Form 93 should be entered into CEFMS as “Other Deductions”.
   - Chief of CD will sign the final Pay Estimate (thus the actual assessor of LD’s) and will also sign the admin obligation in CEFMS.

3) Modifications are included on a Payment Estimate if the Government Signed Date (and marked complete) is on or before the “Thru Date” of payment period.

4) You can not pay on Civil and Military funding on the same Payment Estimate in CEFMS. You will need to do two Payment Estimates in RMS. One for Civil funding and get it approved in CEFMS, then do second Payment Estimate for Military funding and get it approved in CEFMS.

5) If errors or mistakes are found on a payment that has been sent to CEFMS, it can be corrected in RMS and re-sent to CEFMS as long as Payment Estimate has not been approved in CEFMS. There is no need to go in CEFMS.

6) On Final PE’s in CEFMS, there is a CONTRACT SETTLEMENT DATE that must be entered. Make sure that you enter the F&A Received date in this field. It is used for Prompt Payment on the final PE.
SUBJECT: MODIFICATIONS – VARIOUS COMMENTS

PROCEDURES:

1) Mod Numbering Task/Delivery Order Contracts (block 2 on SF 30) – Change the default Mod Reference Number in RMS (from R00001 to 002001). Use the format: “002001” where “0020” is the task/delivery order number and the last 2 digits “01” is the last 2 digits of the Mod Reference Number.

This procedure is necessary until WinRMS begins interfacing with SPS (Contracting Computer System). At that time CD will revise this bulletin to go along with the new procedures.

2) Enter ACO and CO Mod Issuing Office as “CESAM”
3) Do Not Use the “Optional Additional Notes” for Change in Contract Price/Time or Accounting and Appropriation Data unless special or unique circumstances apply.

4) Continuing Funding Contracts (Special Circumstance) – Use the “Optional Additional Notes” for Accounting and Appropriation Data to recap Total Obligations and Total Contract Amount. See sample below:

   TOTAL OBLIGATION AMOUNT (INCLUDING THIS MOD): $1,500,000.00
   TOTAL CONTRACT AMOUNT (INCLUDING THIS MOD):     $4,500,000.00

5) Do not change the EFFECTIVE DATE, block 3 on SF30 – leave the “SEE BLOCK 16C” comment entered by RMS. OC has now concurred that this is acceptable.

6) Funding shown on modifications is Funding Appropriation (not the Source Appropriation).

B-D2

This printed copy is for “Information Only.” The controlled version resides on the SAD Contract Administration Website.
SUBJECT: UNPRICED CHANGE ORDERS (UCO)

RESPONSIBILITIES: Field office supervisors are responsible during the life of the contract for insuring that field office personnel update the RMS data base correctly for UCO’s.

PROCEDURES: UCO’s will be entered into RMS by selecting the Multi-Part Change box as shown below:

![Add New Change Request](image)

Or by using the old numbering method that we have been using in the past. The rest of this document uses the old numbering method. :

1. The funds will be obligated in CEFMS for the UCO amount at the Time that the first COR/MOD is executed.

2. The standard procedure for entering COR numbers is to use the default from RMS which consists of your office symbol plus 3 numerals. **The only exception** is when a UCO is done. Then, the alpha characters are to be used.

B-E1

This printed copy is for “Information Only.” The controlled version resides on the SAD Contract Administration Website.
NOTE:

The following samples assume that you know you have an UCO when entering the Change Request Number for the first part of the UCO. That is why the COR numbers have an “A” at the end of the Change Request Number. If you have an existing change that turns into an UCO, your Change Request Number will remain the same and the second part will use the same Change Request Number and add an “A” at the end.

SAMPLES FOR UCO FOR NTE, INTERIM PAYMENT, DEFINIZITION

1. The first part of the modification will be entered into RMS with the COR number (i.e. CD001A). This will allow the COR numbers to sort in the correct manner. The first COR number will be entered with $0.00, since the SF 30 will not print an appropriation for $0.00, the accounting and appropriation data (additional notes) along with the NTE amount must be added on the SF 30 in Block 12 (See Next Page). The NTE amount must be obligated in CEFMS at this time. Also at this time, another COR number will be set up (i.e. CD001B). This second COR will have the NTE amount.

<table>
<thead>
<tr>
<th>RMS Contract Amount</th>
<th>CEFMS Obligation</th>
<th>RMS COR AMOUNT</th>
<th>MOD</th>
<th>COR</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000</td>
<td>$500,000</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500,000</td>
<td>$10,000</td>
<td>$0.00</td>
<td>R00001 CD001A (NTE $10K)</td>
<td></td>
</tr>
<tr>
<td>$500,000</td>
<td>$0.00</td>
<td>$10,000</td>
<td></td>
<td>CD001B</td>
</tr>
</tbody>
</table>

2. If an interim payment is to be made to the contractor – say for 60% of the NTE this is done in CD001B and then a new COR is set up as CD001C to capture the remaining balance of the funds that were obligated in CEFMS.

<table>
<thead>
<tr>
<th>RMS Contract Amount</th>
<th>CEFMS Obligation</th>
<th>RMS COR AMOUNT</th>
<th>MOD</th>
<th>COR</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000</td>
<td>$500,000</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500,000</td>
<td>$10,000</td>
<td>$0.00</td>
<td>R00001</td>
<td>CD001A (NTE $10K)</td>
</tr>
<tr>
<td>$506,000</td>
<td>$0.00</td>
<td>$6,000.00</td>
<td>R00003</td>
<td>CD001B (Pay 60%)</td>
</tr>
<tr>
<td>$506,000</td>
<td>$0.00</td>
<td>$4,000.00</td>
<td></td>
<td>CD001C (Remaining NTE)</td>
</tr>
</tbody>
</table>
3. Once the UCO is settled, then the COR (CD001C) is changed to reflect the final settled amount. If less than $10,000.00 the remaining funds are also deobligated in CEFMS.

<table>
<thead>
<tr>
<th>RMS Contract</th>
<th>CEFMS</th>
<th>RMS COR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Obligation</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>$500,000</td>
<td>$500,000</td>
<td>N/A</td>
</tr>
<tr>
<td>$500,000</td>
<td>$10,000</td>
<td>$0.00</td>
</tr>
<tr>
<td>$506,000</td>
<td>$0.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>$509,000</td>
<td>(-$1,000)</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>
### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>PAGE OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>1</td>
</tr>
<tr>
<td>2. AMENDMENT/MODIFICATION NO.</td>
<td>SEE BLOCK 16C</td>
</tr>
<tr>
<td>R00001</td>
<td></td>
</tr>
<tr>
<td>3. EFFECTIVE DATE</td>
<td></td>
</tr>
<tr>
<td>SEE BLOCK 16C</td>
<td></td>
</tr>
<tr>
<td>4. REQUISITION/PURCHASE ORDER NO.</td>
<td>W31XNJ92818992</td>
</tr>
<tr>
<td>5. PROJECT NO.</td>
<td>(if Applicable)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. ISSUED BY</th>
<th>CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile District</td>
<td>CESAM</td>
</tr>
<tr>
<td>P.O. Box 2288, 109 St. Joseph Street</td>
<td>Mobile, AL 36628-0001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. ADMINISTERED BY</th>
<th>CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Division</td>
<td>CD</td>
</tr>
<tr>
<td>P. O. Box 2288, 109 St. Joseph Street</td>
<td>Mobile, Alabama 36628-0001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. NAME AND ADDRESS OF CONTRACTOR</th>
<th>(No., Street, County, State and Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor (Full Name)</td>
<td></td>
</tr>
<tr>
<td>Address 1</td>
<td></td>
</tr>
<tr>
<td>City, State Zip</td>
<td></td>
</tr>
</tbody>
</table>

| 9A. AMENDMENT OF SOLICITATION NO. | |
| 9B. DATED | (SEE ITEM 11) |

| 10A. MODIFICATION OF CONTRACT/ORDER NO. X |
| 10B. DATED | (SEE ITEM 13) |
| 07 Feb 2001 |

<table>
<thead>
<tr>
<th>11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.</td>
</tr>
</tbody>
</table>

| Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: |
| (a) By completing items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. |

| If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |

<table>
<thead>
<tr>
<th>12. ACCOUNTING AND APPROPRIATION DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:</td>
</tr>
<tr>
<td>(Specify Authority)</td>
</tr>
<tr>
<td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).</td>
</tr>
<tr>
<td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td>
</tr>
<tr>
<td>D. OTHER (Specify type of modification and authority)</td>
</tr>
</tbody>
</table>

| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS: |
| X IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. |
| X 52.0243-0004-0 CHANGES |

| 14. DESCRIPTION OF AMENDMENT/MODIFICATION |
| (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) |
| Contract for Test Contract at Mobile, AL. |
| Reference No. R00001 |
| CD001A UCA Issue NTE Amount |

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<table>
<thead>
<tr>
<th>15A. NAME AND TITLE OF SIGNER</th>
<th>(Type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary W Browder</td>
<td>ACO Not Wannabe</td>
</tr>
<tr>
<td>Reference: DAC01-00-C-0016 NA</td>
<td></td>
</tr>
<tr>
<td>07 Feb 2001</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16A. NAME AND TITLE OF CONTRACTING OFFICER</th>
<th>(Type or print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary W Browder ACO Not Wannabe</td>
<td></td>
</tr>
<tr>
<td>Reference: DAC01-00-C-0016 NA</td>
<td></td>
</tr>
<tr>
<td>07 Feb 2001</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15B. CONTRACTOR/OFFEROR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor</td>
</tr>
<tr>
<td>Address 1</td>
</tr>
<tr>
<td>City, State Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15C. DATE SIGNED</th>
<th>03/21/2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>16B. UNITED STATES OF AMERICA</td>
<td>BY</td>
</tr>
<tr>
<td>03/21/2001</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(signature of person authorized to sign)</th>
</tr>
</thead>
</table>

This printed copy is for “Information Only.” The controlled version resides on the SAD Contract Administration Website.
MODIFICATION OF CONTRACT

Contract No: DACA01-00-C-0016  NA
Modification No: R00001
Contractor: Prime Contractor (Full Name)
Contract Title: Test Contract
Location: Mobile, AL

12. ACCOUNTING AND APPROPRIATION DATA

<table>
<thead>
<tr>
<th>APPROPRIATION</th>
<th>WORK ITEM</th>
<th>CONTRACT CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>57-NA-2000-3730-0000</td>
<td>004CBS</td>
<td>(NTE $10,000.00)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

14. DESCRIPTION OF MODIFICATION

A. SCOPE OF WORK

CD001A  UCA Issue NTE Amount
To avoid delaying the project, you are directed to proceed with the work required by this change request, stated below.

Extend the 10" force main to the treatment plant rather than connecting to the existing 24" force main. Approximately 2175 feet of additional pipe is required.

It is mutually agreed that the obligation to the Government for the work ordered herein shall not exceed $10,000.00 prior to the execution of the definitization modification for this change order. Based upon the agreed to Not-to-Exceed price of $10,000.00, the Contractor will notify the Area Engineer, in writing, 15 calendar days prior to reaching the Not-to-Exceed ceiling.

B. CHANGE IN CONTRACT DRAWINGS


C. CHANGE IN CONTRACT PRICE

Total contract price is unchanged.

D. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification. The contract time remains unchanged. Changes in the contract performance time, as justified, will be provided in a subsequent modification.

E. CLOSING STATEMENT

If no proposal for this change has been submitted, you are hereby directed to submit a breakdown of costs in the detail required by Contract Clause, "Modification Proposals-Price Breakdown." For proposals exceeding $550,000.00, you are required to submit Cost or Pricing Data in accordance with FAR Paragraphs 15.403.4, 15.403.5 and Table 15-2. Your proposal shall be submitted to this office within 30 calendar days of this Notice to Proceed. Any extensions of time for submittal of this proposal must be justified and requested by the Contractor, in writing, and approved by the Contracting Officer.
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REQ. NO.</th>
<th>5. PROJECT NO.</th>
<th>6. ISSUED BY CODE</th>
<th>7. ADMINISTERED BY CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>R00003</td>
<td>SEE BLOCK 16C</td>
<td>W31XNJ92818982</td>
<td></td>
<td>CESAM</td>
<td>CD</td>
</tr>
</tbody>
</table>

**6. ISSUED BY**
Mobile District  
P.O. Box 2288, 109 St. Joseph Street  
Mobile, AL 36628-0001

**7. ADMINISTERED BY**
Construction Division  
P. O. Box 2288, 109 St. Joseph Street  
Mobile, Alabama 36628-0001

**8. NAME AND ADDRESS OF CONTRACTOR**  
Prime Contractor (Full Name)  
Address 1  
City, State Zip

**9A. AMENDMENT OF SOLICITATION NO.**  
**9B. DATED**

**10A. MODIFICATION OF CONTRACT/ORDER**  
**10B. DATED**

**11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS**  
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers.

**12. ACCOUNTING AND APPROPRIATION DATA**  
Contract Amount Increased $6,000.00.

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It modifies the Contract/Order No. as described in Item 14.

**E. IMPORTANT:**  
Contractor ☐ is not, ☑ is required to sign this document and return original and 3 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION**  
(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Contract for Test Contract at Mobile, AL.  
Reference No. R00003  
CD001B UCA Interim Payment  
See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

**15A. NAME AND TITLE OF SIGNER**  
(Gary W Browder  
ACO Not Wannabe  
03/28/2001)

**15B. CONTRACTOR/DEPARTMENT**  
03/28/2001

**16A. NAME AND TITLE OF CONTRACTING OFFICER**  
(Gary W Browder  
ACO Not Wannabe  
03/28/2001)

**16B. UNITED STATES OF AMERICA**  
03/28/2001

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

This printed copy is for "Information Only." The controlled version resides on the SAD Contract Administration Website.
A. SCOPE OF WORK

CD001B UCA Interim Payment

R00001 (NTE $10,000) directed the contractor to proceed with COR CD001A. This modification provides an interim payment pending final negotiations under this COR.

The obligation to the Government under COR CD001A prior to definitization shall not exceed $10,000.

The scope of work shall remain as stated in R00001.

B. CHANGE IN CONTRACT PRICE

Total contract price is increased by $6,000.00.

The following revision shall be made to the pricing schedule.

<table>
<thead>
<tr>
<th>NEW/REVISED</th>
<th>CLIN No.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>CHANGE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>New 0004</td>
<td></td>
<td>Payment for COR CD001 (All Parts A, B, C, etc.) #1.00</td>
<td>$6,000.00 /L2</td>
<td>$6,000.00</td>
<td></td>
</tr>
</tbody>
</table>

(R00001 unpriced)

C. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification. Changes in the contract performance time, as justified, will be provided in a subsequent modification.
11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

Contractor is not required to sign this document and return original and copies to the issuing office.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

Contract for Test Contract at Mobile, AL.
Reference No. R00005

CD001C Definitization Mod

See Page 2.
MODIFICATION OF CONTRACT

Contract No: DACA01-00-C-0016  NA
Modification No: R00005
Contractor: Prime Contractor (Full Name)
Contract Title: Test Contract
Location: Mobile, AL

14. DESCRIPTION OF MODIFICATION (Continued)

A. SCOPE OF WORK

CD001C Definitization Mod

R00001 and R00003 provided NTP and interim payment. As a result of final negotiations, this modification provides the final equitable adjustment for COR CD001.

B. CHANGE IN CONTRACT PRICE

Total contract price is increased by $3,000.00.

The following revision shall be made to the pricing schedule.

<table>
<thead>
<tr>
<th>NEW/REVISED</th>
<th>CLIN No.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>CHANGE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>revised 0004</td>
<td></td>
<td>Payment for COR CD001 (All Parts A)</td>
<td>1.00</td>
<td>$0.00/LS</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>R00001</td>
<td></td>
<td></td>
<td>0.00 increase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R00003</td>
<td></td>
<td></td>
<td>$6,000 increase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R00005</td>
<td></td>
<td></td>
<td>$3,000 increase</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total settlement amount of COR CD001 (all parts) $9,000.

C. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification.

D. CLOSING STATEMENT

In consideration of a modification agreed to herein as complete equitable adjustment for the Contractor's 30 March 2001 proposal for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances given rise to the proposal for adjustment.
SAMPLES FOR UCO FOR NTE-INTERIM PAYMENT, DEFINITION

1. Enter into RMS with the COR number (i.e. CD003A). An interim payment is to be made to the contractor – say for 60% of the NTE this is done in CD003A and then a new COR is set up as CD003B to capture the remaining balance of the funds that were obligated in CEFMS.

<table>
<thead>
<tr>
<th>RMS Contract</th>
<th>CEFMS</th>
<th>RMS COR AMOUNT</th>
<th>MOD</th>
<th>COR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Obligation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500,000</td>
<td>$500,000</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$506,000</td>
<td>$10,000</td>
<td>$6,000</td>
<td>R00006</td>
<td>CD003A (NTE $10K) (PAY 60%)</td>
</tr>
<tr>
<td>$506,000</td>
<td>$0.00</td>
<td>$4,000</td>
<td></td>
<td>CD003B (Remaining NTE)</td>
</tr>
</tbody>
</table>

2. Once the UCO is settled, then the COR (CD003B) is changed to Reflect the final settled amount. If less than $10,000.00 the remaining funds are also deobligated in CEFMS.

<table>
<thead>
<tr>
<th>RMS Contract</th>
<th>CEFMS</th>
<th>RMS COR AMOUNT</th>
<th>MOD</th>
<th>COR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Obligation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500,000</td>
<td>$500,000</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$506,000</td>
<td>$10,000</td>
<td>$6,000</td>
<td>R00006</td>
<td>CD003A (NTE $10K) (PAY 60%)</td>
</tr>
<tr>
<td>$509,000</td>
<td>-$1,000</td>
<td>$3,000.00</td>
<td>R00008</td>
<td>CD003B (Final Amt)</td>
</tr>
</tbody>
</table>
### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE ORDER NO.</th>
<th>5. PROJECT NO. (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>R00006</td>
<td>SEE BLOCK 16C</td>
<td>W31XN392818982</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. ISSUED BY</th>
<th>CODE</th>
<th>7. ADMINISTERED BY</th>
<th>CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile District</td>
<td>CESAM</td>
<td>Construction Division</td>
<td>CD</td>
</tr>
<tr>
<td>P.O. Box 2288, 109 St. Joseph Street</td>
<td></td>
<td>P. O. Box 2288, 109 St. Joseph Street</td>
<td></td>
</tr>
<tr>
<td>Mobile, AL 36628-0001</td>
<td></td>
<td>Mobile, Alabama 36628-0001</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. NAME AND ADDRESS OF CONTRACTOR</th>
<th>(No., Street, County, State and Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor (Full Name)</td>
<td>Address 1</td>
</tr>
<tr>
<td></td>
<td>City, State Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9A. AMENDMENT OF SOLICITATION NO.</th>
<th>9B. DATED (SEE ITEM 11)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10A. MODIFICATION OF CONTRACT/ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>DACAO1-00-C-0016 NA</td>
</tr>
<tr>
<td>10B. DATED (SEE ITEM 13)</td>
</tr>
<tr>
<td>07 Feb 2001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
</table>

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- By completing Items 8 and 15, and returning ______ copies of the amendment;
- By acknowledging receipt of this amendment on each copy of the offer submitted; or
- By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

<table>
<thead>
<tr>
<th>12. ACCOUNTING AND APPROPRIATION DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>57-NA-2000-3730-0000 004C8S</td>
</tr>
<tr>
<td>Contract Amount Increased $6,000.00.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</th>
</tr>
</thead>
</table>

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority)
  THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

| X | 52.0243-0004- | CHANGES |

| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). |

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor is not, is required to sign this document and return original and ______ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION**

Contract for Test Contract at Mobile, AL.
Reference No. R00006
CD003A NTP and Interim Payment
See Page 2.

---

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

**15A. NAME AND TITLE OF SIGNER**

<table>
<thead>
<tr>
<th>(Type or print)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature of person authorized to sign</th>
</tr>
</thead>
</table>

| 03/21/2001 |

**16A. NAME AND TITLE OF CONTRACTING OFFICER**

Gary W Browder
ACO Not Wannabe

**16B. UNITED STATES OF AMERICA**

<table>
<thead>
<tr>
<th>(Signature of Contracting Officer)</th>
</tr>
</thead>
</table>

| 03/21/2001 |

---

**NSN 7540-01-152-8070**

**PREVIOUS EDITION UNSUSABLE**

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**B-E11**

This printed copy is for "Information Only." The controlled version resides on the SAD Contract Administration Website.
A. SCOPE OF WORK

CD003A NTP and Interim Payment

To avoid delaying the project, you are directed to proceed with the work required by this change request, stated below.

Extend the 10" force main to the treatment plant rather than connecting to the existing 24" force main. Approximately 2175 feet of additional pipe is required.

This modification provides an interim payment pending final negotiations under this COR.

It is mutually agreed that the obligation to the Government for the work ordered herein shall not exceed $10,000.00 prior to the execution of the definitization modification for this change order. Based upon the agreed to Not-to-Exceed price of $10,000.00, the Contractor will notify the Area Engineer, in writing, 15 calendar days prior to reaching the Not-to-Exceed ceiling.

B. CHANGE IN CONTRACT DRAWINGS


C. CHANGE IN CONTRACT PRICE

Total contract price is increased by $6,000.00.

The following revision shall be made to the pricing schedule.

<table>
<thead>
<tr>
<th>NEW/ REVISED</th>
<th>CLIN No.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>CHANGE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised 0001</td>
<td>Bid Item 1</td>
<td></td>
<td>1.00</td>
<td>$0.00/LS</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

D. CHANGE IN CONTRACT TIME

The contract completion date shall remain unchanged by this modification. The contract time remains unchanged. Changes in the contract performance time, as justified, will be provided in a subsequent modification.

E. CLOSING STATEMENT

If no proposal for this change has been submitted, you are hereby directed to submit a breakdown of costs in the detail required by Contract Clause, "Modification Proposals-Price Breakdown." For proposals exceeding $550,000.00, you are required to submit Cost or Pricing Data in accordance with FAR Paragraphs 15.403.4, 15.403.5 and Table 15-2. Your proposal shall be submitted to this office within 30 calendar days of this Notice to Proceed. Any extensions of time for submittal of this proposal must be justified and requested by the Contractor, in writing, and approved by the Contracting Officer.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: Construction
2. AMENDMENT/MODIFICATION NO.: R00008
3. EFFECTIVE DATE: SEE BLOCK 16C
4. REQUISITION/PURCHASE ORDER NO.: W31XNJ92818982
5. PROJECT NO.: (If Applicable)
6. ISSUED BY: CESAM
7. ADMINISTERED BY: CD

8. NAME AND ADDRESS OF CONTRACTOR
   (No., Street, County, State and Zip Code)
   Prime Contractor (Full Name)
   Address 1
   City, State Zip

9A. AMENDMENT OF SOLICITATION NO.: DACA01-00-C-0016 NA
9B. DATED: 07 Feb 2001

10A. MODIFICATION OF CONTRACT/ORDER:
10B. DATED: (SEE ITEM 13)

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitations and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA
   57-NA-2000-3730-000-000488
   Contract Amount Increased $3,000.00.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS:
   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
   A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority)
   B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
      X 52.0243-0004- Changes
   D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☑ is required to sign this document and return original and ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION
   (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
   Contract for Test Contract at Mobile, AL.
   Reference No. R00008
   CD003B Definitization Mod
   See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/GRF: BRON
   [Signature of person authorized to sign] 03/30/2001

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
   Gary W Browder
   ACO Not Wannabe

16B. UNITED STATES OF AMERICA
   By (Signature of Contracting Officer) 03/30/2001

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
PRESCRIBED BY GSA
FAR (48 CFR) 53.243

This printed copy is for "Information Only." The controlled version resides on the SAD Contract Administration Website.
A. SCOPE OF WORK
   CD003B Definitization Mod
   R00006 provided NTP and interim payment. As a result of final negotiations, this modification provides the final equitable adjustment for COR CD003.

B. CHANGE IN CONTRACT PRICE

   Total contract price is increased by $3,000.00.

   The following revision shall be made to the pricing schedule.

<table>
<thead>
<tr>
<th>NEW/REVISED</th>
<th>CLIN No.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>CHANGE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0001</td>
<td>Bid Item 1</td>
<td>1.00</td>
<td>$0.00/LS</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>R00006</td>
<td></td>
<td></td>
<td></td>
<td>$6,000.00</td>
<td></td>
</tr>
<tr>
<td>R00008</td>
<td></td>
<td></td>
<td></td>
<td>$3,000.00</td>
<td></td>
</tr>
</tbody>
</table>

   Total settlement amount of COR CD003 (all parts) $9,000.00

C. CHANGE IN CONTRACT TIME

   The contract completion date shall remain unchanged by this modification.

D. CLOSING STATEMENT

   In consideration of a modification agreed to herein as complete equitable adjustment for the Contractor's 30 March 2001 proposal for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances given rise to the proposal for adjustment.
SUBJECT: Using RMS to generate and track SF 1414’s and SF1415’s (Consent of Surety Forms)

REQUIREMENTS:

As specified in Contract Administration Manual for Construction Contracts, [SAMDM-1110-1-1](#), SECTION 2.16 - PERFORMANCE AND PAYMENT BONDS

PROCEDURES:

SF 1414 – Consent of Surety is generally done for Out of Scope Modifications and for In-Scope Modifications in excess of 25% or $50,000. However, for all requirements for SF 1414’s, see Section 2.12, Paragraph 2.12.5 a (Consent of Surety).

SF 1415 – Consent of Surety and Increase of Penalty is generally done when one or more modifications are summed and the summed amount is greater than 10% of the Current Contract Amount. However, for all requirements for SF 1415’s, see Section 2.12, Paragraph 2.12.5 b (1 & 2) (Consent of Surety and Increase of Penalty).

On the next several pages are samples of a SF 1414 and two SF 1415’s. All are generated out of RMS Correspondence Module (under Government In House Memos). The SF 1415’s includes one for a single modification and one for multiple modifications. Also, included is a Consent of Surety Checklist, which should be completed and included, in the mod package when a SF1414 or SF1415 is required.

For Tracking SF1414’s & SF1415’s in RMS, user will use the Modification Remarks field as shown below.
<table>
<thead>
<tr>
<th>Ref No</th>
<th>Mod No</th>
<th>Title</th>
<th>Mod/Sign Date</th>
<th>Mod Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>R00009</td>
<td>R00009</td>
<td>Weather 1 Jun - Jul 03</td>
<td>08/01/2003</td>
<td>$0.00</td>
</tr>
<tr>
<td>R00011</td>
<td>R00011</td>
<td>Resolution of Mod R00004</td>
<td>03/16/2002</td>
<td>$15,088.00</td>
</tr>
<tr>
<td>R00012</td>
<td>R00012</td>
<td>Notice of Termination</td>
<td>08/27/2003</td>
<td>$0.00</td>
</tr>
<tr>
<td>R00013</td>
<td>R00013</td>
<td>Takeover Agreement</td>
<td>08/27/2003</td>
<td>$0.00</td>
</tr>
<tr>
<td>R00014</td>
<td>R00014</td>
<td>Sample Termination for Convenience</td>
<td>08/27/2003</td>
<td>$0.00</td>
</tr>
<tr>
<td>R00015</td>
<td>R00015</td>
<td>INCREASE CC CLAUSE</td>
<td>08/27/2003</td>
<td>$0.00</td>
</tr>
<tr>
<td>R00016</td>
<td>R00016</td>
<td>Conflict Boxes</td>
<td>09/27/2002</td>
<td>$497,000.00</td>
</tr>
</tbody>
</table>

**Modification Status**

- ✔ PR&C Requested - Completed
- ✔ SF30 Signed - Completed
- ✔ Funds Obligated - Completed
- ✔ Activities Balanced - Completed
- ✔ Modification - Included in Current Contract

Remarks: SF 1415 Completed (sum of mods 2-16 > 10% Curr Amt)
The surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

4. **INDIVIDUAL PRINCIPAL**

   a. **BUSINESS ADDRESS**
   
   b. **SIGNATURE**
   
   c. **TYPED NAME AND TITLE**
   
   d. **DATE THIS CONSENT EXECUTED**

5. **CORPORATE PRINCIPAL**

   a. **CORPORATE NAME AND BUSINESS ADDRESS**
   
   Prime Contracting Inc.
   123 Anywhere Street
   Mobile, AL 36666
   
   b. **PERSON EXECUTING CONSENT (Signature)**
   
   BY
   
   c. **TYPED NAME AND TITLE**
   
   A.K. Contractor
   President
   
   d. **DATE THIS CONSENT EXECUTED**

6. **CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)**

   The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or Certificate of Corporate Principal must accompany the consent.

   a. **CORPORATE/INDIVIDUAL SURETY’S NAME AND ADDRESS**
   
   No. 123-456-789
   
   ABC Bonding Co.
   123 Bonding Street
   Bonding, Alabama, 12345
   
   b. **PERSON EXECUTING CONSENT (Signature)**
   
   BY
   
   c. **TYPED NAME AND TITLE**
   
   (AFFIX SEAL)
   
   d. **DATE THIS CONSENT EXECUTED**

   (Add similar signature blocks on the back of this form if necessary for additional co-sureties)
CONSENT OF SURETY AND INCREASE OF PENALTY

1. CONTRACT NUMBER: DACA01-02-C-0020

2. MODIFICATION NUMBER: R00001

3. DATE: 8/15/2002

4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the Contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by $535,000.00 dollars ($535,000.00) and the penalty of the payment bond or bonds is increased by $535,000.00 dollars ($535,000.00). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

<table>
<thead>
<tr>
<th>NAME OF SURETY</th>
<th>INCREASE OF LIABILITY LIMIT UNDER PERFORMANCE BOND</th>
<th>INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ABC Bonding Co.</td>
<td>$535,000.00</td>
<td>$535,000.00</td>
</tr>
<tr>
<td>b.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>c.</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

8. INDIVIDUAL PRINCIPAL

<table>
<thead>
<tr>
<th>PERSON EXECUTING CONSENT(SIGNATURE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Typed Name and Title</td>
</tr>
<tr>
<td>d. Date of this Consent</td>
</tr>
</tbody>
</table>

9. CORPORATE PRINCIPAL

<table>
<thead>
<tr>
<th>PERSON EXECUTING CONSENT(SIGNATURE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Typed Name and Title</td>
</tr>
<tr>
<td>d. Date this Consent Executed</td>
</tr>
</tbody>
</table>

10. CORPORATE / INDIVIDUAL SURETY (CO-SURETIES)

<table>
<thead>
<tr>
<th>PERSON EXECUTING CONSENT(SIGNATURE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Typed Name and Title</td>
</tr>
<tr>
<td>d. Date this Consent Executed</td>
</tr>
</tbody>
</table>

*The principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.*

ADD SIMILAR SIGNATURE BLOCKS ON THE BACK OF THIS FORM IF NECESSARY FOR ADDITIONAL CO-SURETIES.
CONSENT OF SURETY AND INCREASE OF PENALTY

1. CONTRACT NUMBER DACA01-02-C-0020
2. MODIFICATION NUMBER R00002 - R00016
3. DATE 9/27/2002

5. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by 670,338.00 dollars ($670,338.00) and the penalty of the payment bond or bonds is increased by 670,338 dollars ($670,338.00). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

<table>
<thead>
<tr>
<th>NAME OF SURETY</th>
<th>6. INCREASE OF LIABILITY LIMIT UNDER PERFORMANCE BOND</th>
<th>7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ABC Bonding Co.</td>
<td>$ 670,338.00</td>
<td>$ 670,338.00</td>
</tr>
<tr>
<td>b.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>c.</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

8. INDIVIDUAL PRINCIPAL

9. CORPORATE PRINCIPAL

The principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

10. CORPORATE / INDIVIDUAL SURETY (CO-SURETIES)

ADD SIMILAR SIGNATURE BLOCKS ON THE BACK OF THIS FORM IF NECESSARY FOR ADDITIONAL CO-SURETIES.
INSTRUCTIONS for SF 1415 Mod Listing:

1. Go to Import/Export.
2. Select Excel Mods List.
3. Select Export to Clipboard, OK (Disregard Note).
4. Open Excel, Right Click in Block A1 and select Paste.
5. Delete Columns K & L, then C, D & E.
6. Delete Rows that are not needed (Changes/Mods not included on SF 1415).
7. May have to move dollars from columns C, D or E to Column F if Mods are included in SF 1415.
8. Delete Columns C, D, E and A.
9. Highlight all rows (with data entered) and sort on Column A.
10. Go 2 (two) rows down (after last entry in Column B) and do a sum of Column B.
11. Highlight all rows through the total line (selecting only columns A, B & C).
12. Then right Click and Copy highlighted data.
13. Go into Modification, Supporting Documents and open SF1415 Mod Listing in Correspondence under Government In House Memos.
14. Right click in the center row (just below Heading) & Paste
15. Align columns with header columns
16. Cut sum/total of middle column and move down to cell to the right of “Total” and Paste.
17. Delete this instruction page.
18. Print and save SF 1415 Mod Listing in RMS.

Or user can manually enter the mod data or copy data in from their own spreadsheet.

Sample SF 1415 Mod Listing is shown on next page.
<table>
<thead>
<tr>
<th>MOD Numbers For DACA01-09-C-0020 NA</th>
<th>Mod Increase/Decrease in Liability Limit Under Performance/Payment Bond</th>
<th>Government Sign Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>R00001</td>
<td>535000</td>
<td>8/15/2009</td>
</tr>
<tr>
<td>R00002</td>
<td>500</td>
<td>7/30/2009</td>
</tr>
<tr>
<td>R00003</td>
<td>0</td>
<td>7/30/2009</td>
</tr>
<tr>
<td>R00004</td>
<td>32750</td>
<td>7/30/2009</td>
</tr>
<tr>
<td>R00005</td>
<td>50000</td>
<td>7/30/2009</td>
</tr>
<tr>
<td>R00006</td>
<td>25000</td>
<td>7/31/2009</td>
</tr>
<tr>
<td>R00007</td>
<td>50000</td>
<td>7/31/2009</td>
</tr>
<tr>
<td>R00008</td>
<td>0</td>
<td>4/4/2009</td>
</tr>
<tr>
<td>R00009</td>
<td>0</td>
<td>8/1/2009</td>
</tr>
<tr>
<td>R00011</td>
<td>15088</td>
<td>3/16/2009</td>
</tr>
<tr>
<td>R00012</td>
<td>0</td>
<td>8/27/2009</td>
</tr>
<tr>
<td>R00013</td>
<td>0</td>
<td>8/27/2009</td>
</tr>
<tr>
<td>R00014</td>
<td>0</td>
<td>8/27/2009</td>
</tr>
<tr>
<td>R00015</td>
<td>0</td>
<td>8/27/2009</td>
</tr>
<tr>
<td>R00016</td>
<td>497000</td>
<td>9/27/2009</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1205338</td>
<td></td>
</tr>
</tbody>
</table>

I Certify that the dollar value and effective dates as shown above for each Modification covered by the foregoing Consent of Surety is true and correct.

____________________________
Michael T Abeln
Administrative Contracting Officer

Dated

**NOTE:** ACO will always sign this certification.
<table>
<thead>
<tr>
<th>NO.</th>
<th>CHECKLIST ITEM</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Is the consent executed on the correct form? SF 1414 or 1415 (circle Form)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Is the contract number listed?</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3.</td>
<td>Is the modification number listed?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Is the modification date listed?</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>SF 1415. Has the increase/decrease in penalty of performance/pay bonds been correctly inserted in Item No. 4?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Does the surety company have sufficient underwriting limitation from latest Treasury Department Circular?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>SF 1414. Are all co-sureties listed in Item 6?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>SF 1415. Does Item 5 contain all co-sureties, and is the amount each is assuming against the increase in bond penalty set out in Items 6 &amp; 7?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9a.</td>
<td>Are the Consent execution dates the same or later than the mod date? (CD-M action over ACO authority)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9b.</td>
<td>Is the date of the Corporate Principle on or before the date of the Surety signature? (Note: Contractor should sign and date first)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9c.</td>
<td>Is the date of the Corporate Principle on or after the latest date (block 15c or 16c) on the SF 30?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Is the principal’s name and address listed? (same as in contract)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Did the principal and surety execute the consent?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Is the name and title of the person executing on behalf of the principal typed beneath the signature? (Check for proper title or supporting data)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Is the corporate seal affixed on behalf of the principal the same as name listed for the principal? (Seal req’d unless State of Inc. does not req. Verify w/principal.) (Non-corporate principal may be required by State to have “adhesive seal.” – Verify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Is the name and address of the surety company listed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Is the name of the surety company exactly the same as the name appears on the latest Treasury Department Circular?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Is the corporate seal affixed on behalf of the surety? (All sureties and agents have raised seals).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Is the original Power of Attorney for the surety company attached to the consent? (Signature and seal may be pre-printed on POA by facsimile. If not, raised seal is required). POA execution date on Consent Form must be on or after date principal executes consent.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18a.</td>
<td>Are all of the following documents being forwarded to the Bonds Team? Copy of the modification?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18b.</td>
<td>Original signed consent with POA?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18c.</td>
<td>Applicable certificate signed by the Contracting Officer?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18d.</td>
<td>Copy of this complete form, “X” entered on all questions, and contact person?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

POC: Gary W Browder  251-690-2916
Sample Change Request Register showing how SF1414’s & SF1415’s are tracked in RMS using the Modification Remarks. The five SF1414’s or SF1415’s Remarks in this sample are highlighted.

B-F9
SUBJECT: Performance Evaluations

REQUIREMENTS: We are now using the RMS/CCASS interface.


SUBJECT: Removal of Contracts from RMS

REQUIREMENTS:

Do not remove Contracts/Task/Delivery Orders from RMS unless guidance is issued from the District Office.

More detailed guidance will come in the future, as Headquarters and P2 requirements become better known.

Last Guidance for removing contracts was issued in December 2007 and was as follows.

Remove Contracts/Task/Delivery Orders/Purchase Orders from RMS if they meet two of the following criteria:
1) Task Orders Awarded FY 05 or before.
2) Purchase Orders Awarded FY 05 or before.
3) Typical “C” Contracts Awarded FY02 or before.
4) Financially Complete. They have been removed from the Contract Closeout System (CCS) database.

Before removing contracts it is recommended that you print out the following reports:
1) Submittal Register
2) Change Order/Modification Report
3) Change Order/Modification Funding Report
4) Progress Payment History
5) CWE
6) Any other reports
SUBJECT: Contract Closeout System (CCS)

REQUIREMENTS: CCS database is used for contract closeout tracking, Command Management Review (CMR) and briefing the District Engineer on contract closeout status. It is an Oracle Web based application available to all to View/Print. Construction Division (CD) field office data entry will be done electronically through RMS.

CD Field Offices will have no manual data entry requirements into CCS but will be able to review CCS data at any time for viewing and printing. However, CD Field Offices will be responsible for the Data in RMS which is shown below.

Data will populate the CCS tables when the current date is within 30 days before the Contract Required Completion date, or when the BOD actual date has been entered in RMS. Contracts will move to the inactive list, 1 day after the PM Sent Final 1354 Date.

RMS DATA USED IN CCS

RMS Screen - Administration/Contract Description/Contract Description Tab

<table>
<thead>
<tr>
<th>P2 Projects</th>
<th>Contract Description</th>
<th>Contract Information</th>
<th>Access Control</th>
<th>P</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Title</td>
<td>Repair HVAC Various Facilities, Group 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Title</td>
<td>Repair HVAC, Group 1</td>
<td>Fiscal Year</td>
<td>2000</td>
<td></td>
</tr>
<tr>
<td>Contract Number</td>
<td>DACW01-00-D-0013</td>
<td>Delivery Order</td>
<td>0002</td>
<td></td>
</tr>
<tr>
<td>Contract Office</td>
<td>Ft. McClellan Resident Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Location</td>
<td>Fort McClellan, AL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CCS uses the following data from the above RMS screen.

<table>
<thead>
<tr>
<th>Short Title</th>
<th>Repair HVAC, Group 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>DACW01-00-D-0013</td>
</tr>
<tr>
<td>Contract Office</td>
<td>Ft. McClellan Resident Office</td>
</tr>
<tr>
<td>(Uses the Office Symbol associated with this Office)</td>
<td></td>
</tr>
<tr>
<td>Contract Location</td>
<td>Fort McClellan, AL</td>
</tr>
</tbody>
</table>

**RMS Screen - Administration/Contract Description/P2 Projects Tab**

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Project Title</th>
<th>WBS No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>114402</td>
<td>CAP 050499 Powertrain Component</td>
<td>M160000.51000</td>
</tr>
</tbody>
</table>

CCS uses the following data from the above RMS Screen

**RMS Screen - Administration/Prime Contractor/Contractor Information Tab**

<table>
<thead>
<tr>
<th>Prime’s Name</th>
<th>BENECO Enterprises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name</td>
<td>BENECO Enterprises, Inc.</td>
</tr>
<tr>
<td>Address</td>
<td>8180 South 700 East, Suite 250</td>
</tr>
<tr>
<td>County</td>
<td>Sandy, UT 84070-0563</td>
</tr>
</tbody>
</table>

CCS uses the following data from the above RMS Screen

| Full Name | BENECO Enterprises, Inc. |
RMS Screen - Administration/Contract Status/Status Issues Tab

CCS uses the following data from the above RMS Screen

Primary Delay Code: C5 - CONTRACTOR INEFFECTIVENESS

RMS Screen - Administration/Contract Status/Milestone Events Tab

<table>
<thead>
<tr>
<th>Milestone Event</th>
<th>Original Date</th>
<th>Scheduled Date</th>
<th>Scheduled Time</th>
<th>Actual Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTP Acknowledged</td>
<td></td>
<td></td>
<td></td>
<td>6/10/2006</td>
</tr>
<tr>
<td>AE Evaluation Date</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Contractor Evaluation Date</td>
<td>9/19/2007</td>
<td>9/17/2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Final Payment</td>
<td>12/18/2007</td>
<td>1/22/2009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Fiscal Completion</td>
<td>4/8/2009</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RED Zone Meeting</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
CCS uses the following data from the above RMS Screen

Contract Required Completion Date - Scheduled  
Beneficial Occupancy Date – Actual  
Transfer Document Date (Interim 1354) – Actual  
Contractor Final Payment – Actual

**Milestone Definitions from SADDM 1110-1-1, Appendix B**

**Contract Required Completion** – (calculated) Uses the NTP Acknowledged date plus the original duration to compute the Original Required Completion Date. The NTP Acknowledged date plus the current duration computes the Scheduled (Current) Required Completion Date.

**Beneficial Occupancy Date (BOD)** - Customer acceptance and occupancy of the facility prior to construction completion.

*Original BOD* - This is the date mutually established by the PDT -----customer, user, Area/Resident, and Project Management as to when the work will be transferred and accepted by the customer. This date should be established within 30 cal days after contract award and remains fixed for the life of the contract.  
*Scheduled BOD* – When it is expected or scheduled to occur.  
*Actual BOD* – When it actually occurs.

It is possible to have multiple BOD’s on a single contract. The date in RMS should reflect the last or final BOD for the Contract. Local milestones can be added to track multiple BOD’s in RMS

**Transfer Document Date** – Date the User Signs (last, if more than one) Interim 1354. Remember, that it is possible to have multiple Interim 1354 date’s on a single contract. The date in RMS should reflect the last Interim 1354 Date on the Contract. Local milestones can be added to track multiple Interim 1354’s in RMS

**Contractor Final Payment** – Date on the Check/EFT on the Final Payment to contractor.  
Actual date will be downloaded from CEFMS. Scheduled date is a manual entry of when you expect it to happen.

CD-M will enter the Actual Date and set it back to download from CEFMS. CD-M will enter the date that the Final PE is approved in CEFMS. This will help update CCS in a timelier manner.
Accessing Contract Closeout System (CCS)

CCS can be accessed at the following intranet Website:


Accessing the first time, it will give a security certificate warning. Click these options: View Certificate, Install Certificate, Next – Finish, OK – OK – Yes
## CCS RESPONSIBLE DIVISION CODES

<table>
<thead>
<tr>
<th>CODE</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CD1</td>
<td>RMS BOD ACTUAL DATE NEEDED (Field Office Entered)</td>
</tr>
<tr>
<td>CD2</td>
<td>INTERIM 1354/TRANSFER MEMO, OR STATEMENT OF COMPLETION RECEIVED IN DISTRICT (Entered by CD-M when received)</td>
</tr>
<tr>
<td>PM1</td>
<td>SEND DESIGN AND CONSTR. #s TO RM – <strong>ON CIP ONLY</strong></td>
</tr>
<tr>
<td>RM1</td>
<td><strong>CIP ONLY</strong> - REMOVE COST FROM CIP</td>
</tr>
<tr>
<td>CD3</td>
<td>NEED FINAL PAY COR APPROVE DATE (electronically from RMS/CEFMS)</td>
</tr>
<tr>
<td>PM3</td>
<td>FINAL COST CWE TO CD (on Non-CIP) or RM (for CIP only)</td>
</tr>
<tr>
<td>RM2</td>
<td>FINAL COST RM TO CD – <strong>ON CIP ONLY</strong></td>
</tr>
<tr>
<td>CD4</td>
<td>FINAL 1354/MEMO RECEIVED IN DISTRICT (Entered by CD-M when received)</td>
</tr>
</tbody>
</table>

## EXCUSABLE DELAY CODES

<table>
<thead>
<tr>
<th>CODE</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1</td>
<td>CONTRACTOR CLAIM SUBMITTED – CONTRACTING OFFICE ‘S DECISION PENDING</td>
</tr>
<tr>
<td>F2</td>
<td>CONTRACTOR CLAIM PENDING – CEBCA (DELETED) PER OC</td>
</tr>
<tr>
<td>F3</td>
<td>CONTRACTOR CLAIM PENDING – ASBCA (ARMED SERVICES BOARD OF CONTRACT APPEALS)</td>
</tr>
<tr>
<td>F4</td>
<td>CONTRACTOR CLAIM OR GOVERNMENT SUIT PENDING – FEDERAL COURT</td>
</tr>
<tr>
<td>F5</td>
<td>FINANCIAL CLOSEOUT PENDING – AE DAMAGES RESOLUTION</td>
</tr>
<tr>
<td>F6</td>
<td>USING SERVICE CHANGES AFTER TRANSFER</td>
</tr>
<tr>
<td>F7</td>
<td>PENDING ACTION FROM ANOTHER AGENCY TO INCLUDE AUDIT AGENCIES AND THE DEPARTMENT OF LABOR OR OTHER AGENCIES FOR LABOR VIOLATIONS</td>
</tr>
<tr>
<td>FC</td>
<td>PENDING COMPLETION OF OTHER LINE ITEM (S) IN THE SAME CONTRACT, TO INCLUDE WARRANTY WORK IF IT IS A SEPARATE BID ITEM IN THE CONTRACT</td>
</tr>
<tr>
<td>F8</td>
<td>CORRECTION OF DEFICIENCIES AFTER TRANSFER</td>
</tr>
<tr>
<td>F9</td>
<td>ADDITIONAL CONTRACT TO CORRECT DEFICIENCIES</td>
</tr>
<tr>
<td>FA</td>
<td>FINAL SETTLEMENT WITH CONTRACTOR NOT MADE</td>
</tr>
</tbody>
</table>

*This printed copy is for “Information Only.” The controlled version resides on the SAD Contract Administration Website.*
SUBJECT: RMS Claims Module

REQUIREMENTS: As specified in SADDM-1110-1-1, all REA’s/Claims will be tracked by using the RMS Claims Module. The Claims Manager for each Area Office will be responsible for tracking and updating all information on each claim until there is resolution.

RMS Claims Module can be accessed under Summary/Contractor Claims and also can be assessed while in a contract under Finances/Contractor Claims.

This printed copy is for “Information Only.” The controlled version resides on the SAD Contract Administration Website.
Claim Reports can be generated from the Claim Input/View Screen or from Reports Contract button under Finances or from Reports Summary button under Finances.

![Sample of RMS Claims Report Output](image)

**CONTRACTOR CLAIMS**

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>DACA01-00-C-0017 NA</th>
<th>Claim ID:</th>
<th>CLM-0020</th>
<th>Received by Government:</th>
<th>10/23/2002</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>AFPTBSTWMC</td>
<td>Claim Ref. No.:</td>
<td>00017C</td>
<td>Memo to OC:</td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td>American Bridge</td>
<td>Evaluation POC:</td>
<td>Dennis W. Newell</td>
<td>Initial Decision Letter Signed:</td>
<td></td>
</tr>
<tr>
<td>Customer:</td>
<td>U.S. AIR FORCE</td>
<td>Contracting Officer:</td>
<td>Edward M. Steno</td>
<td>KO Meeting Date:</td>
<td></td>
</tr>
<tr>
<td>Field Office:</td>
<td>CapeFtPatrick Resident Office</td>
<td>Counsel POC:</td>
<td>David C. Brasfield</td>
<td>&lt;=10% COD due:</td>
<td>12/24/2002</td>
</tr>
<tr>
<td>Claim Type:</td>
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<td>Project Manager:</td>
<td>Eman M. Dykaye</td>
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<td></td>
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<td>Claim Cause:</td>
<td></td>
<td>Time Claimed:</td>
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<td></td>
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</tr>
</tbody>
</table>

**Description:** Reimbursement for Custom Floor Boxes

**Remarks:** Denied in entirety - Sovrel/Stan

---

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APPENDIX F

CEFMS PROCEDURES
Construction Contract
Administration Procedures For CEFMS

Section 1 - Contract Award

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SECTION 1 - CONTRACT AWARD

PART 1 - NOTIFICATIONS BY CT and PM

1. Contracting will send copies of Notice of Award, Notice to Proceed, CLIN (Bid Item) Breakdown and all pertinent information to the resident/project office(s).

2. PM Budget Analyst will send E-mail/fax to the appropriate CD resident/project office(s) with a copy to the Area Office with the following information:
   a. P2 Project ID, Contract Number, Project Title, CEFMS Construction Project Work Item Number
   b. Original source of funds and expiration date for each contingency work item.

3. PM Budget Analyst will notify Field Office of any CWE information changes after award of the contract.
   a. During the life of the contract, if funds for the Current Working Estimate (CWE) are increased, decreased or moved from one element of the CWE to another, the PM Budget Analyst will notify the Field Office who will make the appropriate changes in WinRMS.

PART 2 - VERIFICATIONS TO BE DONE BY RESIDENT/PROJECT OFFICES

1. Upon receipt of the e-mail from PM, the field office should log into CEFMS and print the Funding Account Financial Summary report:

Funding Account Financial Summary report - This report will list the following information for each work item associated with the project: (a) Authorized amount (b) Disbursed amount (c) Undelivered order amount (d) Commitment amount (e) Accounts Payable amount (f) Accrued Expenditures (g) Refund Rec and (h) Available Amount (funds available).
   a. Choose Option (1) - Financial Management Functions, Menu ID: AA
   b. Choose Option (1) - Work Management, Menu ID: AAA
   c. Choose Option (6) - Reports or can type AAA for Smart Screen
d. Arrow down to Funding Account Financial Summary Report, press enter to select. Press enter down to work item code and enter CD project work item, press enter.

c. CEFMS will default the next line to give you a report for each subordinate work item code. If you want only one work item code, click the arrow for the pop-up list to select that option. Press Enter down to option to print only accounts with a balance greater than zero. Click on arrows for options. Enter to “Print Only Accounts Out of Balance” and CEFMS defaults to No. Press Enter. Select Account Period Ending month by clicking the arrow for pop-up list. Type in 4-digit year. Type “Y” to proceed to next page to print.
d. Select “Print When Complete” from pop-up list. Enter. Press F4 to list printers (select PC_Laser_Printer). Enter, click Run to print.

NOTE: Run report on the Construction Project Work Item. This will give you all CWE Funding Accounts/Work Items. All CWE Funding Accounts must be downloaded into RMS and allocated in RMS as per the Funding Account Financial Summary Report.

DEFINITIONS OF ITEMS LISTED IN FUNDING ACCOUNT FINANCIAL SUMMARY REPORT:

Authorized Amount - Total dollar amount authorized for that particular work item (Contract Amount & Contingency).

Undelivered Orders - Total amount obligated for work item (contract obligation, government order obligation, travel obligations, etc., ie. Current Contract Amount).

Commitments - Total amount committed for work item (PR&C’s for prevals, labor, government orders, etc.).

Available Amount - Funds available for use on the work item (example: Contingency balance).

Disbursed Amount - Amount actually paid/check has been disbursed.

Accounts Payable - Amount earned but not paid/disbursed. (Example: Retainage or liquidated damages.)

Accrued Expenditures - Total amount earned (includes amount paid to contractor as well as funds withheld such as retainage).

Refund Rec - Usually not applicable to construction contracts.

Formulas helpful in understanding this report:

(1) Undelivered Orders + Commitments + Accrued Expenditures + Available Amount = Authorized Amount.

(2) Disbursed Amount + Accounts Payable = Accrued Expenditures.

2. Next, you will need to verify the contract obligation data in CEFMS for accuracy.

From the first screen in CEFMS:

a. Choose Option (1) - Financial Management Functions, Menu ID: AA

b. Choose Option (3) - Financial Management, Menu ID: AAC

c. Choose Option (3) - Obligations, Menu ID: AACC

d. Choose Option (1) - Obligation - Contract, Screen 2.40
This displays Obligation Create/Update Screen. Press F2 to query on contract number, type in contract number and press F3 to populate screen.

NOTE: The following cks/verifications must be done before downloading into RMS from CEFMS. No Pay Estimates or any actions on PRACs or Obligations should be done until the following checks/verifications are completed.

Check the ORIGINATION CODE, it should be “M”. If the obligation number, delivery order number, vendor, or contract amount is incorrect, contact CT.

Press “Receivers” to check receivers. Make sure your office symbol is on the list. To make sure it is the first office symbol entered. If there are two office symbols, take them both off and then add Resident Organization first and re-add others as necessary. This will make sure that reports are pulled correctly (i.e. For CEFMS placement). If applicable organizational code is not listed, press F9 to add a record and either enter your organization code or press F4 to pick from the list. After selecting applicable organizational code, press SAVE to commit. They will reappear in alphabetical order afterwards but don’t worry. This will help CD run reports for your CEFMS placement each month.

Exit back to screen 2.40. Click “Next Page” and make sure the “Progress Payment Indicator” is checked “Y”. Click “Prev Page” to return to header.

Next check the line items - Press Line Items to get to the line item create/update screen 2.41. Press enter to the line item obligation number. Scroll through the line items checking the “payment terms”. Must be 14 days for all line items. (Exceptions are some purchase requests that have either 21 or 30 days and Latin America contracts, which will have 21 days.)
Errors found regarding the Progress Payment Indicator should be corrected with a PKA mod (administrative/dummy mod). Instructions for PKA mods are covered in the modification section of this guide. Also, send an E-mail message to CT, stating what the problem was, so that they might get it right the next time.

Next check the funding while in the line item screen by doing a page down to view screen 2.41A. Check that the Resource Code is “CONSTSVCS”.
If the Resource Code is incorrect, contact your PM Budget Analyst for them to make the correction.

Check the unit of measure to be sure it is LS (lump sum). It must be this in order to match RMS.

Check the requesting organization. It should be your org code (K5M1FB0, McClellan; K5M1FA0 Redstone), etc.

AFTER ALL THIS IS DONE – YOU ARE NOW READY TO ENTER YOUR CONTRACT INFORMATION INTO RMS.

REMEMBER TO BE SURE THAT THE DELIVERY ORDER NUMBERS ARE ENTERED EXACTLY AS THEY ARE IN CEFMS. IF THE DELIVERY ORDER NUMBER IS NA, N/A OR 0001, ETC., YOU MUST ENTER THEM THIS WAY. OTHERWISE YOU WILL NOT BE ABLE TO DOWN LOAD FROM CEFMS INTO RMS.
SECTION 2 – PAYMENT ESTIMATES IN RMS
(Send electronically from RMS to CEFMS)

While in the contract, select Finances and then Progress Payments. Then click on Add button. This will generate the new pay estimate. Next edit the pay estimate by either clicking on the edit button or double clicking on the pay estimate number generated.

Then click on Add button.

This will bring you to the screen shown below. Here you will enter the pay period thru dates, date of invoice and invoice received date (this is the date that you stamp on the Form 1151, “Prompt Payment Certification”) and Select the “Payee Office ID” which was downloaded from CEFMS and enter the “Invoice Reference Number”.

The “Invoice Reference Number” field should utilize the RMS default payment estimate number, which should match the CEFMS invoice number.
Next click on “Activity Earnings Tab”

This screen (shown below) will list the Activity No. (which is the same as the CLINS, unless you are Importing from Contractor’s NAS (QCS Module)). Here you will enter the requested earnings that the Contractor has requested.
Select the “Additional Earnings Tab” (Screen shown below)

This screen will show only the CLINS/Activities that you have paid against. The amounts in the “Allowed Earnings” should be the same as what you inputted in the “Requested Earnings”.

This is where stored materials and the subcontractor deductions will be entered. Do not use the Performance and Payment Bond to pay Bond. A “Pay Activity” should be created in RMS and linked to the highest value CLIN affecting construction work.

The stored materials are put into the column that states “Additional Stored Material” not included in Activity Earnings. Each time the contractor increases/decreases his stored materials, the total $ amount of materials on hand will be entered for each pay estimate.

The subcontractor deductions that are listed on the Form 1151 will be listed in the column that states “Less Subcontractor Deductions held by Prime”. Every time there is a change in the subcontractor deductions, you will adjust this column to match Form 1151.
Select the “Obligations Tab” (Screen shown below)

This is where you enter how much is being paid for each of the CEFMS Obligation Line Item(s).

If retainage or other deductions are being withheld or refunded, this is where you will also enter the retainage or other deductions for each CEFMS Obligation Line Item(s).

In the above example, Line Item 0001 is selected (highlighted on screen and/or has the X next to the 0001. The bottom of the screen shows what has been withheld on Line Item 0001. To change to another CEFMS Obligation Line Item, highlight the one that you want, and then the bottom of the screen will show you info for that Line Item that you highlighted. You may also Select the Button “Refunds/Withholding For All Obligations”.

If all information is correct, put a check mark in the “ENG 93 Completed for this Pay Period”.

Now, the “Send To CEFMS” Button can be used. Select it and the Payment Estimate will be sent to CEFMS electronically. Notify the appropriate approver to go in CEFMS and Approve it. There is no need to go into CEFMS and check the data. If it is correct in RMS, it will be correct in CEFMS.
Page 1 of the ENG 93

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
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<tr>
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<tr>
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<td>Electrical</td>
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<td>$150/a</td>
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</table>

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Page 2 of the ENG will show the CLINS and all adjustments to the CLINS by modifications.
Page 3 shows the CEFMS Obligation line items and how you are to pay the line items in CEFMS.

### Table: Contract Performance

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<th>Description</th>
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<th>Previous</th>
<th>Current</th>
<th>This Period</th>
<th>Total Paid</th>
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<td>Equipment Replacement at Camp Egbert 511 Fk</td>
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</tr>
<tr>
<td>LR03</td>
<td>Purchase of Aircraft Parts at Fwd Support Center</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>100.00</td>
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</tbody>
</table>
SECTION 2 - PAYMENT ESTIMATES  
(Manual Entry in CEFMS)

PART 2 - ORIGINATING

FOLLOW CURRENT PROCEDURES CONTAINED IN CONTRACT ADMINISTRATION MANUAL TO ASSIST IN THE PREPARATION OF CONTRACTOR’S PAYMENT ESTIMATE (ENG FORM 93).

Prior to going into PE Create/Update Screen, you can use the obligation screen as outlined in section 3 to check the unpaid balance of the line items you intend to make payment against.

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (4) - Expenditures/Disbursements – Menu ID: AACD
4. Choose Option (3) - Progress Payments
5. Choose Option (1) – Create/Update Progress Payment – Menu ID:AACDE

This brings you to Pay Estimate Create/Update - Screen 2.45
6. F2 to query contract (and Delivery Order Number if applicable) to view payment estimates to date.

7. F9 to create a new record.

8. F4 to list contracts.

9. F2 to query on contract number. Enter contract number and press F3. For delivery orders when more than one office has a delivery order on the same contract, query on the delivery order as well as the contract number. Press enter to select. All line items will automatically populate at this time with a $0.00 payment amount.

10. Press enter and the invoice number will populate based on previous records in CEFMS. On the older contracts, the invoice number in CEFMS and the payment estimate number will not be the same. On new contracts, the invoice number in CEFMS and the payment estimate number should be the same.
11. The “invoice reference number” field should be populated as follows: (Example)

   PE # 1 01/01/97-01/31/97

   For the Final Payment Estimate – PE #10F 01/01/97-01/31/97

12. Enter down to the Invoice Date field and enter date of contractor’s invoice. Enter down to invoice received date and the F&A received date fields and enter the invoice received and F&A received dates.

13. Enter past the final payment field unless it is the final payment estimate. If this is final payment, enter “Y” for yes.

14. In the Release of Claims field for final payment estimate, the Office of Counsel will enter the “Y” for yes before final signature in the District Office.

15. F4 to list payment address. Note that for many contracts there may be several different addresses.

16. Enter to select on appropriate contractor and address.

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17. Page down, then enter to choose appropriate line item.

(Spot check payment terms field to insure an accurate amount of days, i.e., 14 for all payments except for the final payment which is 30. These numbers will be different for OCONUS contracts.)

18. In the case of a refund of other deductions or retainage, enter a “Y” in the refund field which enables you to access the other deductions refund field and the retainage refund field.

19. Enter the gross earnings of the contractor for the period of performance. This amount should be taken directly from the hard copy of the request for payment.

20. If the contract requires retainage be withheld from earnings, enter the percentage (in a decimal format) in this field.
21. The Retainage Amount field is automatically populated. The amount is a calculation derived from the gross amount entered x the retainage percent.

22. Other Deductions - If it is determined that additional amounts are to be withheld from the contractor’s earnings, the amount should be entered in this field. Liquidated damages should be entered in this field.

23. If a refund of previously withheld amounts is due to be released to the contractor on this pay estimate, enter a ‘Y’ in this field.

24. The refund terms will automatically default to 30 days. If the contract states that refunds should be paid to the contractor in less than 30 days, the creator may change these pay terms. If the refund indicator is not entered, this field will remain blank.

25. If a ‘Y’ is entered in the refund field, the cursor will automatically move to this field. Enter the amount of retainage (previously withheld) that is to be paid out to the contractor on this pay estimate. If the refund is not for retainage amounts, leave this field blank. If a ‘Y’ has not been entered in the refund field, the cursor will not navigate to this field. (NOTE: The retainage refund on the current pay estimate cannot exceed the amount of retainage previously withheld on approved pay estimates. This is computed by line item.)

26. If the refund indicator is ‘Y’, the creator may enter an applicable amount of other deductions (previously withheld) to be paid out to the contractor. If no amount is due, leave blank. (NOTE: The other deduct refund on the current pay estimate cannot exceed the amount of other deductions previously withheld on approved pay estimates. This is computed by line item.)

27. The Line Item Amount field is a calculated field that is automatically populated based on the values that have been entered on the current pay estimate. This is the amount that will be paid to the contractor for this specific line item.

28. The Voucher Amount field is a displayed field only. If a voucher has been created for payment on this pay estimate, the voucher amount will display that amount. No changes can be made to the pay estimate after a voucher for payment has been generated. If changes are required, the COR must contact the appropriate USACE Finance Center Accounts Payable personnel to have the payment voucher reversed.

29. When all line item information has been entered, click the button at the bottom of this screen to return to main screen. Summary information on gross amount, withholdings and line amount to be paid will populate on the main screen. Continue to enter on additional lines, until all lines that are to be paid on this pay estimate have amounts entered. When all lines have been entered, creator must click on SAVE to commit the record in the database. All lines, for which the user did not enter an amount to be paid, will be deleted from the screen when the record is saved.
30. If a pay estimate is created and a line item was not included that should be paid, query up the existing record, move the cursor to the bottom block and click the button located in the lower left hand corner of the screen – **Create Additional Lines**. When clicked, all lines not previously selected for payment will requery into the screen. Follow the steps listed above to complete the payment information on the selected line, then click SAVE.

31. Before presenting the payment estimate for signature by the ACO, line items should be totaled and the amount should be exactly the same as on your payment estimate (ENG 93). Total contract amount and previous amount in CEFMS should be checked against your amounts for accuracy. These amounts should be the same.

**PART 3 - ACO Signature**

ACO/COR SHALL APPROVE CEFMS PAYMENT ESTIMATE, *WITH THE EXCEPTION OF THE FINAL*. THE FINAL PAYMENT ESTIMATE SHALL BE SIGNED BY CHIEF, CONSTRUCTION DIVISION.

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (4) - Expenditures/Disbursements – Menu ID: AACD
4. Choose Option (3) - Progress Payments
5. Choose Option (2) – PM/COR Create/Upd/Appr Prog Pay
6. The ACO/COR will F2 to query the contract number and arrow to the appropriate payment estimate.
7. The following should be checked by the ACO/COR for accuracy:

   a. Payment Estimate number in CEFMS Invoice Reference field should be the same as on the payment estimate or other documentation, as well as the inclusive dates of invoice.

   b. Click on List button for a list of valid payment addresses linked to the vendor on this obligation. Click with the mouse on the correct payment address, then click on Select OR using the arrow keys, arrow to the correct payment address and hit the ENTER key.

   c. Select the COR approval button to approve all lines on the pay estimate that have a line item amount greater than -0-. Lines with amounts equal to -0- will be deleted. When the approval button is clicked, a “Y” will populate the appropriate box to the left of the line that has an amount to be paid.

   d. If all amounts balance, press Save. Any payment estimate in CEFMS that the total amount of payment does not agree with the total amount of payment in pay estimate or other documentation should never be signed. There are no known exceptions to this
rule. If you get an error message about S&A not attached, please notify your PM Budget Analyst.

e. After COR approval has been processed, all changes or updates must be made by the COR using the PM/COR Create/Upd/Appr Progress Payment screen, menu option 2 in the Progress Payments Functions menu.

**PART 4 - Documentation/Distribution**

FIELD OFFICE TO PRINT COPY OF DD FORM 1155 “RECEIVING REPORT” from the EXPENDITURES/DISBURSEMENTS Menu, Menu ID: AACD, OPTION 1-RECEIVING FUNCTIONS. FROM AUTHORIZED RECEIVER FUNCTIONS MENU, Menu ID: AACDG, CHOOSE OPTION 4 - PRINT RECEIVING REPORT), AND RETAIN ORIGINAL IN FILE. ALSO, RETAIN ORIGINAL OF ENG FORM 93 (OR OTHER DOCUMENTATION), WITH ALL REQUIRED SUPPORTING DOCUMENTATION. FIELD OFFICE IS THE OFFICIAL OFFICE OF RECORD ON PAY ESTIMATES.

FIELD OFFICES ARE NO LONGER REQUIRED TO SUBMIT COPIES OF PAY ESTIMATES TO DISTRICT, EXCEPT ON FINAL PAY ESTIMATES.

ORIGINAL FINAL PAY ESTIMATES WILL BE FORWARDED TO CD-M FOR CLEARANCE THROUGH THE DISTRICT OFFICE.

**PART 5 - Verification Of Payments**

NOTE: RMS Shows when Contractor was paid and how much he was paid.

1. Choose Option (4) - Expenditures/Disbursements – Menu ID: AACD

2. Choose Option (15) - Accounts Payable/Disbursement View Screens – Menu ID: AACDD
3. Choose Option (17) to View Payable Transactions - Screen 3.34. This screen will provide you with basic payment estimate information such as whether or not the payment estimate has been entered. If you can pull the payment estimate up on this screen, it is no indication that the check has been written. This is an indication that there is verification of the ACO signature.
4. Choose Option (19) - View Disbursement Transactions - Screen 3.30. This option will provide you with information such as the check number, check date, transaction date, etc.

5. Choose Option (12) - View Check Register – Screen 6.47. After obtaining the check number from View Disbursement Transaction Screen, query with the check number in the View Check Register Screen to know the date that the check was printed, certified, etc. The mailing of the check will be approximately 1-3 days after the date signed on this screen.
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<tr>
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<td></td>
</tr>
<tr>
<td>Initial Signatures</td>
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<tr>
<td>Disbursing Officer's Signature</td>
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</tr>
</tbody>
</table>

March 2007

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SECTION 3 - MODIFICATIONS

FOLLOW CURRENT PROCEDURES CONTAINED IN CONTRACT ADMINISTRATION MANUAL TO ASSIST IN THE PREPARATION OF MODIFICATIONS.

PART 1 - COMMITMENTS ON EXISTING PR&C

1. Choose Option (1) - Financial Management Functions, Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (2) - Requests for Goods and Services – Menu ID: AACB
4. Choose Option (1) - Create Purchase Requests (PR) – Menu ID: AACBA
5. Choose Option (1) - Contractual Purchase Request
6. This brings you to Purchase Request Create/Update - Screen 2.34.

7. F2 to query on the existing Purchase Request
8. F3 to pull in purchase request.
CD Personnel should take care to use the correct contract/contingency work item (IF IN DOUBT - DON’T DO IT). CEFMS requires that originators of the contractual PRAC also be originators for the S&A work item in addition to all other work items which are linked to the PRAC. Therefore, if caution is not exercised, it is possible to use the S&A work item rather than the contingency work item. Also, always check that the requesting organization code is the organization code for the office receiving placement. If it is incorrect, contact your PM budget analyst to have it corrected.

9. Cursor is in the Queried/New Amendment No. field.

10. Add new amendment number and press enter. This will populate the amendment date with the current date. Click on Save.

11. Page Down twice or Click on “Next Page” twice to enter remarks. Enter one carriage return before typing to allow one blank line to separate remarks. Remarks must be entered for each change order. These remarks must include the following: Example:

INSCOPE CD-34  ORIG FUNDS: 2162020 EXP: 30 SEP 96  $3,500.00 INCREASE (002QC6) 
MISC CHGS TO REPLACE DETERIORATED WOOD, FASCIA, SOFFITT, AND DECKING.

NOTES:
(1) The information on line 1 of the remarks must be entered in the order shown above for every PRAC Amendment. (Inscope or Out of Scope, COR #, Original Source of Funds and expiration date, amount of COR, Increase.) Adding the work item number is of benefit especially if there is more than one work item on the PRAC. The source of funds and expiration date are entered on the PRAC by PM. Printing of PRAC and using information provided by PM is recommended due to funding changes that occur when funds are moved to carrier account(s).
(2) The information on lines 2-4 of the remarks must include title of change for work to be performed.
(3) The remarks shall include the above information as a minimum for each change order. Insert a blank line for separation between COR’s.
(4) The maximum lines for Remarks per PRAC use to be 200 lines, but is now unknown. Print screen of PRAC will NOT be accepted. A new PRAC will have to be initiated if the number of Remarks lines are exceeded.

12. Click on Save.
13. Click on “PR Line Items.” Use the down arrow key until the correct line item appears on the screen. NOTE: CD is responsible for creating new line item(s) to the PRAC for modifications involving new funded work items during the life of the project. These work items will be provided by PM. Use instructions in “Commitments on New PRAC” for creating new line item and pulling in of funds.
14. Page Down or click on “Next Page” to view funded work item, Screen 2.36.1.

15. Page Down or click on “US Dollar Amount” to access Screen 2.36.2 and press enter to NEW amount field.
16. For Increase Modifications, add the amount of the change order to the previous amount and enter the amount in the NEW field. Available funds must populate in block “Amount Available for Request”. If no funds are indicated, contact PM to request additional funding. If the amount has been entered correctly the INCREASE/DECREASE field will contain the exact amount that the PRAC is being amended for. If the amounts are equal, Click on Save.

17. Only funds that increase the contract must be committed on the PRAC. DO NOT DECREASE THE FUNDS ON THE PRAC FOR A DECREASE MOD. The funding on a decrease modification is adjusted under the contract obligation. Once the ACO has signed the obligation in CEFMS, the funds then go back to funds available for future commitments on the PRAC.

18. Notify your Project Manager/Budget Analyst by e-mail/fax/etc. giving the PRAC number and amendment number to be approved. From the first page of the PRAC, page down once to obtain names of PM/Budget Analyst

Commitments funded with money (usually O&M), which has already expired or will expire at the end of the fiscal year MUST BE OBLIGATED IN CEFMS NLT MIDNIGHT ON 30 SEP. The CEFMS data manager runs a program on 1 OCT which cancels all commitments funded with expired money. Unobligated PRAC’s for commitments funded with expired money will be canceled. This program actually removes the funds from the database, but the money is not returned to the customer. PM must send a request to RM-B to restore the funds in CEFMS before CD can re-enter the PRAC. Appropriate action should be taken to ensure the modifications are posted/obligated in CEFMS NLT 30 SEP.
PART 2 - COMMITMENTS ON NEW PR&C

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (2) - Request for Goods and Services – Menu ID: AACB
4. Choose Option (1) - Create Purchase Requests – Menu ID: AACBA
5. Choose Option (1) - Contractual Purchase Requests
6. This brings you to Purchase Request Create/Update Screen 2.34.

7. Press Enter to create new PRAC.

8. Enter 1 in the Priority Code field. This field cannot be bypassed.

9. Enter down to Requesting Organization, enter organizational code for office receiving credit for placement, i.e., K5M1xxx, and press enter and description will populate.

10. Press enter to Organization Issued To and populate field with K5P0000 for Contracting Division.

11. Click on Save. This populates your PRAC NUMBER. At this time, WRITE YOUR PRAC NUMBER DOWN.

12. Press enter or click on Next Page, Screen 2.34.1.
13. F4 to list. Then F2 to query on technical point of contact (PM). Type in name of PM, then F3 to pull in.

14. F4 to list. Then F2 to query on financial point of contact (Budget Analyst). Type in name of the Budget Analyst, then F3 to pull the name in.

15. Page Down or click on “Next Page” to Remarks Screen 2.34.6. On first line enter Contract Number. On second line enter the description of the contract. On third line enter Original Funds Source and Expiration Date. Enter change order information. Remarks must be entered for each change order. These remarks must include the following: Example:

DACA01-98-C-0085
INSCOPE CD-7-199-34 ORIG FUNDS: 2182020 EXP: 30 SEP 98 $3,500.00 INCREASE MISC CHGS TO REPLACE DETERIORATED WOOD, FASCIA, SOFFITT, AND DECKING.

NOTES:
(1) The information on line 1 of the remarks must be entered in the order shown above for every PRAC Amendment. (Inscope or Out of Scope, COR #, Original Source of Funds and expiration date, amount of COR, Increase or Decrease.)

(2) The information on lines 2-4 of the remarks must include a short combination of the description and the necessity of work to be performed.

(3) The remarks shall include the above information as a minimum for each change order. Insert a blank line for separation between COR’s.

(4) The maximum lines for Remarks per PRAC use to be 200 lines, but is now unknown. Print screen of PRAC will NOT be accepted. A new PRAC will have to be initiated if the number of Remarks lines is exceeded.

16. Click on Save.

17. Click on “Prev Page” to return to header screen 2.34. Click on “PR Line Items” to create a line item.
18. On line item number, enter 1.

19. Enter to Description and enter, i.e. Contract Changes on DACA01-xx-x-xxxx.

20. Enter down to Ordering Work Item. Enter contingency work item number or F4 to query from list.

21. Press Enter to “Contract Use Indicator” which populates with a “Y”. IT IS VERY IMPORTANT THAT THE CONTRACT USE INDICATOR BE CHANGED TO “N”.

22. Enter to “Deliver To ID” and F4 to list, F2/F3 to query on individual in your office i.e. Area Engineer, Assistant Area Engineer, or Resident Engineer and enter to select.

23. Enter, page down, or click on Next Page to go to the Funded Work Item field on Screen 2.36.1. Press F4 to list. This will automatically populate the funding account information. **Verify that the correct funding work item has populated the screen** and that the available amount for request equals your amount available on your Funding Account Financial Summary Report. If these amounts do not agree arrow down to find the correct funding account and amount and press enter to select.

24. F4 to list Resource Codes. F2 to query on CONSTSVCS and press F3 to pull in.
25. F4 to list EOR code and arrow down until appropriate description applies to this PRAC, (usually 3200 “Land and Structures” or 3220 “Other Lands and Structures”). Then press enter to select.

26. F4 to list Work Cat Code, press F2 to query, tab down to Work Category Code and type in 2A100 (generally) and F3 to pull in choices. Arrow down to select the best description for this PRAC, then Enter.

NOTE: It is extremely important that the correct Resource Code, EOR Code and Work Category Code be filled in as indicated in the instructions indicated above and that the hand-receipt account block be left blank. Codes might be different depending on the type of funds. Previous PRAC should have correct codes.

27. Enter until the next screen appears, 2.36.2; or click on “Next Page” or click on “US Dollar Amount” to arrive at that screen. You will be at the “Unit of Measure” field. Type in LS for Lump Sum, and press enter. Type in your NEW Amount of funds field and click on Save. On the message line there will be a statement “A line item for S&A should be created.....” S&A line item will be created by PM Budget Analyst after you notify them (after you obligate funds). Press enter to complete transaction.

28. Notify your PM Project Manager by e-mail/fax/etc. so he can approve the PR&C.

29. When the PRAC has been originated, approved, and certified, the modification obligation can be entered into CEFMS.

30. Print out certified PRAC and put in file. It will become part of the Mod Package.
PART 3 - OBLIGATION (INCREASE MODS)

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (3) - Obligations – Menu ID: AACC
4. Choose Option (1) - Obligations-Contract – Screen 2.40

5. F2 to query on contract number and press F3 to pull in contract. Click on Amendment History to ensure all previous obligations are approved. Obligations must be approved one at a time and in order.

6. Click on “Line Items.”
7. Enter Modification number in the new amendment block, example R00131. The amendment date is the date that you originate amendment and the effective date of the modification is the date the KO/ACO signed the modification.

8. Enter to obligation line item number. Arrow down until the appropriate line item with the correct funding work item number appears.

NOTE: When you need to ADD a new obligation line item, arrow down to the last line item number. Press F9 and type in the next number. Then type in the line item description, payment terms, and estimated completion date. Typically the terms are 14 days for CONUS FFP contracts, 21 days for OCONUS FFP contracts, and expiration date is the current or new completion date of the contract/task order. Freight line item is usually blank. Tab over to the PR & C No. then type in F4. This takes you to another screen where you enter a query (F2), type in PR & C No., and then F3 to execute. This will automatically populate the screen.
If this is the correct PR &C line item number, chose SELECT and enter. If this is not the correct PR & C line item number, then arrow down to find the correct one.

Once selected, it will take you to another screen which provides the funding account and other information (see below). From this screen select US Dollar Amount and continue with step 9.
9. Click on “US Dollar Amt”. Funds should be indicated in “Unappr/Unoblig Balance” field to process obligation. Press enter to New Amount. Add modification amount to the Previous Amount and enter the total amount in the NEW field. The increase/decrease amount will be equal to the signed modification amount exactly as shown on the SF30 (Block 12). If these are equal, click on Save. The modification number and the modification amount in CEFMS will always be exactly the same as printed on SF30.

If modification is UCA/NTP, add the obligation amount. (When the FINAL change request is settled the total payment(s) under this change request must equal the obligation amount. If changes in obligation occur, then adjust as necessary.)

In an effort to clarify the modification screen in CEFMS the following prefixes will be used:

PKA--- for Dummy Modifications i.e. change in payment terms, etc.

R000-- Regular Modifications as they appear in RMS on the SF30.
Task/Delivery Orders require four digits in delivery order and two digits for mod number (example: 000401).

10. Upon completion of posting of the modification, the KO/ACO will log onto CEFMS and approve/certify the modification at the same time the SF30 is signed. Under no circumstances will the KO/ACO approve/certify a modification in CEFMS without physically having the SF30 in hand or the ACO approve/certify the modification in CEFMS later than the effective date of the modification. The KO/ACO should check the modification number, amount, date of signature, etc. in CEFMS for agreement with the SF30.
11. Approval/Certification of a Modification is accomplished through Option (4) - Obligation - Contract Appr/Cert, Screen 6.0.

**NOTE:** It is optional for a zero dollar modifications such as weather mods to be entered in CEFMS. CT will not obligate zero dollar modifications. CD fund certifiers or ACO should do the obligation on zero dollar modifications.

**NOTE:** On decrease obligations, do not amend PRAC. The funds are automatically adjusted on the PRAC when ACO approves the obligation, and the funds are then available for future commitments on PRAC.
PART 4 - OBLIGATION (DECREASE MODS)

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (3) - Obligations – Menu ID: AACC
4. Choose Option (1) - Obligations-Contract – Screen 2.40

5. F2 to query on contract number and press F3 to pull in contract.

6. Click on “Line Items.”
7. Enter Modification number in the new amendment block, example P00131. The amendment date is the effective date of the modification, i.e. the date the KO/ACO signed the modification. If the modification is outside his authority, the amendment date is the date that the mod obligation is set up for KO approval.

8. Enter to obligation line item number. Arrow down until the appropriate line item with the correct funding work item number appears.

9. Click on “US Dollar Amt” and press enter to New Amount and subtract modification amount from the Previous amount and enter the total amount in New field. The increase/decrease amount will be equal to the signed modification amount exactly as shown on the SF30. If these are equal, Click on Save. The modification number and the modification amount in CEFMS will always be exactly the same as printed on SF30.

In an effort to clarify the modification screen in CEFMS the following prefixes will be used:

PKA--- for Dummy Modifications i.e. change in payment terms, etc.

P000-- Regular Modifications as they appear on the SF30.

Task/Delivery Orders require four digits in delivery order and two digits for mod number (example: 000401).

10. Upon completion of posting of the modification, the KO/ACO will log onto CEFMS and approve/certify the modification at the same time the SF30 is signed. Under no circumstances will the KO/ACO approve/certify a modification in CEFMS without physically having the SF30 in hand. The KO/ACO should check the modification number, amount, date of signature, etc. in CEFMS for agreement with the SF30.
11. Approval/Certification of a Modification is accomplished through Option (4) - Obligation - Contract Appr/Cert, Screen 6.0.

NOTE: It is optional for a zero dollar modifications such as weather mods to be entered in CEFMS. CT will not obligate zero dollar modifications. CD fund certifiers or ACO should do the obligation on zero dollar modifications.

NOTE: On decrease obligations, do not amend PRAC. The funds are automatically adjusted on the PRAC when ACO approves the obligation, and funds are then available for future commitments on PRAC.
PART 5 - DE-COMMITTMENT AFTER MOD SETTLEMENT

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (2) - Requests for Goods and Services – Menu ID: AACB
4. Choose Option (1) - Create Purchase Requests – Menu ID: AACBA
5. Choose Option (1) - Contractual Purchase Request
6. This brings you to Purchase Request Create/Update, Screen 2.34.

7. F2 to query on the existing Purchase Request number.

8. F3 to pull in purchase request.

9. Cursor will be in the Queried/New Amendment No. field.

10. Add new amendment number and press enter. This will populate the amendment date with the current date.
11. Page Down twice to enter remarks. Remarks must be entered for each change order. These remarks must include the following: Example:

R0033 (CD-33) settled for $2,000.00 - $1,000.00 decommitted (GDL85F)

IF, AT THE TIME FOR DECOMMITMENT OF OVERPREVALED MONIES, YOU HAVE AN OUTSTANDING CHANGE ORDER THAT NEEDS MONEY TO BE PREVALED, THE OVERPREVALED MONIES FROM ANOTHER SETTLED MODIFICATION MAY BE USED AT THAT TIME WITHOUT HAVING TO GO THROUGH THE DECOMMITMENT AND RECOMMITMENT PROCESS. AN EXPLANATION SHOULD FOLLOW SHOWING THE AMOUNT OF MONIES AND THE MODIFICATION AND CHANGE ORDERS AFFECTED. Example:

INSCOPE CD-7-199-34: ORIG FUNDS SOURCE: 2162020 EXP: 30 SEP 96 $3,500.00 INCREASE
MISC CHGS TO REPLACE DETERIORATED WOOD, FASCIA, SOFFITT, AND DECKING.
$3,500.00 INC CD-7-199-34 - $1,000.00 DECOMMITMENT FOR CD-7-199-33 = $2,500.00 THIS PREVAL

NOTES:
(1) The information on line 1 of the remarks must be entered in the order shown above for every PRAC Amendment. (Inscope or Out of Scope, COR #, Original Source of Funds and expiration date, amount of COR, Increase or Decrease.) Adding the work item number is of benefit especially if there is more than one work item on the PRAC. The source of funds and expiration date are entered on the PRC by PM. Printing of PRAC and using information provided by PM is recommended due to funding changes that occur when funds are moved to carrier account(s).
(2) The information on lines 2-4 of the remarks must include a short combination of the description of work to be performed.
(3) The remarks shall include the above information as a minimum for each change order. Insert a blank line for separation between COR’s.
(4) The maximum lines for Remarks per PRAC use to be 200 lines, but is now unknown. Print screen of PRAC will NOT be accepted. A new PRAC will have to be initiated if the number of Remarks lines are exceeded.

12. Click on Save.
13. Click on “PR Line Items.” Insure that the right line item appears on the screen.

14. Page Down or click on “Next Page” to view funded work item.
15. Page Down, click on “Next Page” or click on “US Dollar Amount” to access Screen 2.36.2 and press enter to New Amount field.

16. For decommitment of overprevailed monies, subtract the difference of original commitment and the settled amount of the change order from the “previous amount” and enter the amount in the NEW field. If the amount has been entered correctly, the increase/decrease field will contain the exact amount that the PRAC is being amended for. If the amounts are equal, click on Save.

17. Notify your Project Manager by e-mail/fax/etc. giving the PRAC number to be approved.

18. When the PRAC has been originated, approved and certified, the monies will be returned to Funds Available which can be seen on the Funding Account Financial Summary.
SECTION 4 - REPORTS AND SCREENS

PART 1 - REPORTS

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management System – Menu ID: AAC
3. Choose Option (1) - Funding – Menu ID: AACA
4. Choose Option (11) - Reports
5. You will be at Funding and Related Reports, Screen 16000

6. The Funding Account Financial Summary Report is useful for all your funding information on a contract. This report is covered in Section 1.
7. The Document Correlation Report, Screen 11.10.1, is useful to view the correlation of purchase request number, line item numbers, obligation number, delivery order numbers, work item numbers, etc.

8. Commitment Documents by Appropriation/AMSCO/Work Item is useful to view all PRAC’s on your contracts. This furnishes your certified amount and your remaining balance.
9. Obligations (MOA = C1, C2, R1, R2, R3) & Related Commitments Report is useful to view all commitments and obligations on the contract work items.

<table>
<thead>
<tr>
<th>Description</th>
<th>Obligations</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>AWARD FOR CONSTRUCTION CONTRACT</td>
<td>246,629.22</td>
<td>6.30</td>
</tr>
<tr>
<td>CONTRACT/1-98-C-0065 0021</td>
<td>246,629.22</td>
<td>1,086.30</td>
</tr>
<tr>
<td>CONTRACT/1-98-C-0065 0022</td>
<td>10,000.00</td>
<td>2,784.90</td>
</tr>
<tr>
<td>CONTRACT/1-98-C-0065 0023</td>
<td>7,290.00</td>
<td>4.50</td>
</tr>
</tbody>
</table>

Total: 246,629.22 | 2,784.90 |

TOTAL OBEDIENCE: 246,629.22 | 2,784.90 |

TOTAL OBLIGATIONS: 246,629.22 | 2,784.90 |

GRADE TOTAL: 246,629.22 | 2,784.90 |
PART 2 - SCREENS

1. Choose Option (1) - Financial Management Functions – Menu ID: AA
2. Choose Option (3) - Financial Management – Menu ID: AAC
3. Choose Option (1) - Funding – Menu ID: AACA
4. Choose Option (4) - Funding Account Status - Screen 3.5.

5. This screen is useful in giving you funds available on a particular work item. F2, return and enter work item number (generally C/C and contract name) from PRAC, F3. This screen shows source appropriation, expiration date, funds available, funds requested, approved, certified, etc.


7. This screen is useful in giving you the funds available for a particular work item, and it also gives you the unobligated amounts, the deobligated amounts, approved amounts, etc.
Click on the tabs “Commitments Detail,” “Undelivered Orders Detail,” and “Accts Payable/Disbursements” at the bottom of screen 7.14 for more detailed information on other screens.

8. The most useful set of Screen(s) that have been located in CEFMS are shown below.

At any CEFMS Menu, type in “STAT.1” to get to the following screen and then query on your Obligation/Contract Number.
Page Down and Select a Line Item No. Click on the tab “View PRAC” for additional information.

Exit back to the STAT.1 Screen. Click on “Line Item Status.” Then press PAGE DOWN.
From this STAT.1 Screen, you can:

--- Click on “RR” to view the Receiving Report View Screen, 2.42V:
(Click on EXIT after each view screen to return to the STAT.1 Screen for next selection)

--- Click on “Invoice” for the Invoice View Screen, 2.44V:
--- Click on “Progress Pmts” to view Pay Estimate View Screen, V2.45:

--- Click on “RV” to view the Receipt Voucher View Screen, 2.46V:
From the Receipt Voucher View Screen, click on “Receipt Voucher Line Items” to view details about each line item.

Click on “Prev Page” to return to the Receipt Voucher header screen. Then click on Exit to return to the STAT.1 screen before continuing.

--- Click on “AP Transaction” to view the Accounts Payable Transaction View Screen, 3.34V:
--- Click on “Check Register” to View Check Register Screen, 6.47V.

Press F10 to Exit this screen and return to the STAT.1 screen. Click on Exit again to return to the CEFMS menu where you began.

9. The most useful set of New Screen(s) that have been added to CEFMS since PMBP and P2 have been implemented are as follows:

Choose Option (1) - Financial Management Functions – Menu ID: AA
Choose Option (1) – Work Management – Menu ID: AAA
Choose Option (7) – PROJ MGT BUS PROCESS (PMBP) – Menu ID: AAAA

You get the following three options

**PROJECT MGT BUSINESS PROCESS (PMBP)**

- VIEW PMBP PROJECTS (1)
- VIEW PMBP TASKS (2)
- VIEW PMBP BUDGET LINES (3)
Choose Option (1) View PMBP Projects, then query on the (P2) Project Number

Then select PM Proj Rpt (online or hardcopy) at bottom of screen. Online option shown below:

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March 2007

This printed copy is for "Information Only." The controlled version resides on the SAM Contract Administration Website.
The **PM.PROJ** screen and the reports available on it is most useful for giving a user all work items resourced in P2 for a specific P2 Project Number.

The other 2 screens, PM TASK and PM.BUD may be useful to you as well.