

## APPENDIX D

### CONTRACT FINANCES

1. Contract Clauses. The Contract Clauses defined below are those that are most commonly referred to in the administration of construction contracts. Other clauses may be mentioned in this memorandum but not defined here.
  - a. Davis-Bacon Act (FAR 52.222-6). This clause requires that all construction contract labor be based on pre-established hourly rate plus fringes. Each contract includes a wage determination for all crafts that are expected on the job site. The Government has the responsibility to ensure that the contractor and subcontractors are paying the Davis-Bacon wage rates.
  - b. Withholding of Funds (FAR 52.222-7). This clause entitles the Government to withhold funds to cover any Davis- Bacon Act violation until such time as the contractor makes proper restitution.
  - c. Payments Under Fixed-Price Construction Contracts (FAR 52.232-5). This clause requires the Government to make periodic progress payments to the contractor based on physical, acceptable progress. It also includes certification requirements for amounts requested for payment to subcontractors.
  - d. Prompt Payment for Construction Contracts (FAR 52.232-27). This clause requires that firm fixed price construction contract progress payments be paid within 14 days after receipt of an acceptable invoice. All payments must be certified by the prime contractor. Final payments must be made within 30 days after acceptance of service or release of claims. The clause requires that subcontractors be paid within 7 days after the prime contractor receives payment.
  - e. Prompt Payment for Cost Reimbursement Contracts (FAR 52.232-25). This clause does not address construction or cost reimbursement specifically, but nevertheless is applicable to cost reimbursement construction contracts. Therefore, it requires that payments be paid within 30 days after receipt of an acceptable invoice.
  - f. Schedules for Construction Contracts (FAR 52.236-15). This clause requires the contractor to submit an acceptable progress schedule within a specified time after notice-to-proceed. Payment may be withheld until the schedule is approved.
  - g. Continuing Contracts (EFARS 52.232-5001). This clause applies specifically to select civil funded construction contracts where the payment of some portion of the construction contract

amount is dependent upon reservation of funds from future appropriations. Continuing contracts do not normally have available the full contract amount for contractor payments, so a portion of the contract amount is identified and reserved for payments within a given fiscal year.

## 2. Definitions.

a. Current Working Estimate (CWE). The CWE relating to a construction contract is defined as a detailed breakdown of budgeted contract, Government, supervision and administration (S&A) and other miscellaneous costs associated with a specific project line item. Budgeted CWE contract costs include contract award amount, pending and awarded modifications, and construction contingencies. Budgeted Government costs include, design during construction (DDC), as-built drawings, etc. Budgeted S&A costs for most military funded construction is calculated based on a flat rate percentage of the budgeted construction contract costs amount (award, contingencies, and modifications). Civil funded, and some select military funded projects, budget S&A based on an at-cost estimated amount. Budgeted other miscellaneous costs may include Government Orders (MIPRs) to other agencies or Corps districts to perform work related to the contract line item CWE. The CWE includes the total estimated costs for the project line item funding work associated with the construction contract. The CWE total budget estimate includes all known actual and estimated costs – regardless of the phase of costing. For example, it does not just include current funding available – but rather total estimated costs to complete the work under that funding. Similarly, it does not just include funds currently committed for contracts, labor, travel, etc. – but rather the total estimate for all these costs to complete the work.

b. Construction Automated Information Systems. AIS is a data base management system used to collect, relate, report, analyze and share information with access by multiple users. For construction contract management, AIS are used to facilitate process and communication between people involved in project delivery, and by management and higher authority for planning directing, organizing, controlling, and performance measuring.

(1) Resident Management System (RMS). A Corps-wide relational data base system used to monitor and perform certain construction management and resident engineer functions. RMS has flexibility to manage construction work and relate it to select construction contract and contractor data. The construction management functionality is primarily focused on the following modules: contract administration, contract finances, quality assurance/ quality control, submittals, schedules, and closeout. It incorporates interfaces with CEFMS, PROMIS, Contractor QCS, SpecsIntact, and contractor network analysis systems (NAS). RMS is designed primarily for the resident, construction quality, and field office engineer to perform day-to-day construction management activities. Contract finances within RMS include a downloaded “construction

working estimate” that captures only CEFMS committed and obligated funds relating to funding account(s) for the construction contract. It does not include a “current working estimate” of all budgeted requirements for each project line item funding the contract. Its focus is on construction contract obligations and commitments, pending and awarded construction modifications, and any

committed construction contingencies; i.e., a “construction working estimate”. Contractor earnings are recorded using RMS at the contractor activity level. Contractor activities are tied to CEFMS obligation line items and to contract line items (CLINS – also commonly termed pay items). Contractor progress on each activity may be obtained through a separate contractor data interface (see QCS below). An ENG Form 93 may be generated from RMS once all earnings are recorded (See Figure D-2).

(2) Quality Control System (QCS). A segregated database used by construction contractors on select construction contracts to manage, record, report, and exchange construction contract information with the Corps of Engineers COR. QCS is the contractor’s quality control module of the Government’s Resident Management System (RMS). It is a separate and distinct module that is run on the contractor’s personal computer. It does not require the contractor to access government computers. Data is exchanged via electronic transmission of data by compact disc or e-mail attachments in a file. This data is then exchanged between the systems through an interface.

(3) Contract Management System (CMS). A local extension of RMS, CMS is a local relational data base sub-system used to enhance efficiency and effectiveness and perform and internally control certain contract management and managerial accounting functions. CMS provides flexibility for specialized automated information needs related to customized contracts to include construction, and service contracts such as TERC, Rapid Response, PRAC, C4I2TSR, etc., that may not be available in Corps-wide systems. CMS provides sophisticated managerial accounting functionality for program analysts to work real time with project delivery team members in calculating and maintaining a real time CWE. It also performs numerous specialized activities and reports for program analysts, such as calculating preaward CWE, award CWE, and active construction CWE. CMS fills the gap between the construction field office and the program analysts by linking them real time through automated messaging and on screen data. CMS helps minimize personal spreadsheets scattered among PDT members with varied and uncoordinated information. Its use allows for budgeting modifications, government costs, S&A, and miscellaneous costs, and maintaining an accurate contingency balance for each project line item funding the contract, while drawing on supplemental construction contract and change request data entered from RMS. CMS fills a gap in execution of environmental service contracts that consolidate the separate design and remediation work agreements within one delivery order (Design and Remedial Action). CMS functionality allows for parallel administrative processes by separate authorized representatives to be managed, recorded and reported concurrently.

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Contract finances functionality within CMS includes recording of contractor payments and accruals, fiscal year segregation of earnings, earnings reports, funds tracking, requesting and revoking funds, claims, developing authority to award letters, etc. CMS users include program analysts, office engineers and technicians, contract administrators, field office personnel, construction project engineers and project managers.

(4) Primavera (P3). This is a commercial off the shelf (COTS) scheduling and project/contract management software that is compatible with RMS/QCS for overall automated information management interchange of information. It is used by construction contractors to manage construction, and used by Government contract managers for construction quality management and contract administration activities related to schedule control, contract modifications negotiations, and progress analysis.

c. Budget. Estimated amounts composed of past, current and projected future oriented costs recorded into a CWE. Budgeting for pending contract modifications as soon as they are assigned, are important and required to set aside funds and maintain cash flow for pending contract or Government costing actions. Budgeted amounts do not change the contract obligation, however, the CWE amount does reflect the change. Budgeted amounts for pending modifications, are combined with committed/obligated modifications in order to estimate the total cost of the contract. Budgeting of all known change requests into pending modifications are required as early as possible using the best available estimate at the time, since the amounts are also used to form the basis for funds requests and related project funds management, and customer reporting. The initiator determines or obtains an estimated amount for a change request based on its current scope, and relates it to a project funded work item. The field office engineer assigns a modification to the change request, verifies the estimated amount and project funded line item, and requests CWE budget approval via automatic message to the program analyst. The program analyst, acting on behalf or in conjunction with the PM, verifies estimated amounts and appropriate project funding for the pending scope of work and approves the request incorporating it into the CWE. A detailed CWE is shown in Figure D-5.

d. Commitment. Funds set aside to cover clearly scoped pending government obligations. Commitments are created by the requestor, approved by the program analyst, and certified by the accounting technician in Finance and Accounting Branch. In the case of ACO executed modifications, funds are normally committed at the time of settlement. An approved and certified commitment document (CEFMS PR&C) is the ACO's verification of funds set aside for an obligation action. Previously committed funds are automatically decommitted in CEFMS when the related obligation is approved.

e. Obligation. In the case of contracts, this is a legally binding agreement between the

Government and the contractor. Funds are formally set aside to pay for goods and/or services. Obligations are made at the time of CO/ACO signature.

f. Cost, expenditure and expense. These accounting terms can cause confusion when interpreted differently and used interchangeably. It is important to know the differences in their meaning and application.

(1) Cost. Cost is the broadest term and measures of the amount of resources used or sacrificed to obtain a specific objective. There are basically two types of costs: direct and indirect.

(a) Direct costs are charges for resources used specifically on a project such as design services, labor, travel, and materials. They are charged to the project account and billed to the customer.

(b) Indirect costs are expenses for assets and other resources that are not specific to a project, such as supervisory and administrative labor, supplies, rent, etc. They are expensed against the project as a percentage of direct labor and billed to the customer as such.

(2) Expenditure. Expenditure is formally defined as a monetary sacrifice to acquire a productive resource. It is basically what it costs to get something. In the context of expenditure, a cost is the amount of cash or cash equivalent expended to acquire economic benefit. Therefore the total expenditure on a project would be the combined direct and indirect costs collected and billed to the customer for project services and delivered products.

(3) Expense. Expense is the consumption of assets in the generation of revenues. In this context, cost is the amount of asset given up in the obtaining of revenues. Examples of an expense are general and administrative (G&A) overhead, departmental overhead (DOH), and fringe benefit and leave expenses that are applied against direct labor costs. For each unit charge of direct labor, a percentage (for instance, about 25% of labor for G&A) is expensed against project funds as a means to obtain revenues to cover used assets (building rent costs, legal services, personnel costs, for example). The indirect expense for G&A and DOH is applied to project costs along with direct costs for labor, materials, travel, etc. Indirect costs are collected in their respective indirect account and matched against indirect expense income by the account manager – thus indirect costs are managed internally – and not billed directly to the customer.

g. Supervision & Administration (S&A). S&A is the category of work related to construction management services – normally performed by Corps of Engineers personnel, but

may also include outsourced (Title II) services. Depending on the type of project funding, the customer is billed for these services on either a flat rate percentage (%) – process cost accounting basis or an actual cost – job order cost accounting basis. Military funded S&A work is normally charged to the customer at a flat rate. Civil funded S&A work is normally charged on an at-cost basis. Both flat rate and at cost S&A are charged as a direct cost to the project.

(1) Flat rate percentage charges for S&A services depend upon the type of work and the funding source. The flat rate is applied to total construction contract costs and charged directly as a process cost when the construction contractor costs are paid. For example, there is one flat rate for the military construction (MILCON) S&A process, another for the defense environmental restoration program (DERP) S&A process, and another for military operation and maintenance (MIL O&M) S&A process. Certain other costs, other than construction contract costs, are also subject to flat rate S&A (i.e., purchase orders or government orders for construction work requiring S&A services for example).

(2) At-cost charging of military funded S&A services is normally limited to special case pre-approved waivers from HQ USACE on a program level basis. Civil works construction and non-appropriated funds work (NAF) is performed at cost. These costs are charged against the project as they are incurred or accrued.

h. Design During Construction (DDC). Funds are budgeted in the CWE for DDC costs. Budgeted amounts are based on approved resource estimates provided to the PM by Engineering Division, the Architect – Engineer (A-E), and Construction Division. DDC activities can be performed in-house or by A-E resources. DDC activities include work typically associated with extension of design for modification design, contractor request for information (RFI) response preparation, design review meetings on design – build contracts, and category I shop drawing review (submittals requiring approval by design personnel). Program Analysts manage DDC budgeting activities based on resource estimates developed by engineering and construction resource providers and approved by the PM. Requests for additional DDC after award are generally funded from CWE contingencies. Lack of contingency funds to fulfill funding of valid DDCE requirements would result in a funds request or deletion of other work. Policy for application and costing of DDC is established in HQ USACE letter dated 26 March 2003, Subject: Clarification of USACE Policy on Planning and Design (P&D), Construction Supervision and Administration (S&A) and Post-Award Engineering and Design (DDC).

3. Construction Funds Management. A program analyst assigned to support the project manager and the PDT performs day-to-day project funds management. Funds management responsibilities relating directly to the construction activities of a project begin at the pre-award stage and continue through financial closeout. Major activities performed include pre-award and

award CWE development, construction contract job set-up, modification budgeting, government costing adjustments, funds requests coordination, payment estimate processing, funding to military bases for efforts related to military construction projects (MIPRs), as-built drawing

budget coordination, financial reconciliation with accounting units and fiscal closeout. Most source documents supporting contract finances information relating to construction contract modifications are originated in field offices and recorded by field office personnel in construction and financial management automated information systems real time during the course of this modification process.

a. Pre-Award. The PM with the assistance of the program analyst is responsible for development of the pre-award CWE. The pre-award CWE process begins with pre-award criteria information compiled by the project manager. Necessary information includes general project information and what percentage of each project may fund each contract line item on a pending construction contract. The pre-award CWE for each project line item funding a construction contract is recorded and calculated, once sealed bid or competitive negotiation results are known.

Upon proper authorization from the customer and/or higher authority, the program analyst converts the pre-award CWE to the award CWE, and prepares necessary commitment documents. Pre-award transactions and associated source documents are listed in Figure D-1.

b. Post-Award. The approved award CWE serves as the baseline CWE for the project. Throughout the construction phase of the project the CWE is used to keep an accounting of modifications (both pending and executed), contingencies, management reserve, S&A, and other Government costs. The CWE is updated on a continual basis in order to accurately reflect current project funding status on the related to the specific construction contract.

4. Progress Payments. Contractor payments are usually made on a monthly basis and cover both basic contract and modification progress. Most construction contracts involve progress payments, with the exception of cost reimbursement construction contracts, and are subject to the Prompt Payment Act. The final payment on a construction contract is normally not subject to prompt payment terms. The Prompt Payment Act mandates that payment will be made within 14 days of receipt of an acceptable/certified pay request on fixed price contracts. The contractor is due interest if its payment is not made within 14 calendar days. Improper invoices submitted to the paying office must be rejected within 7 days of receipt otherwise it will be considered constructively accepted for purposes of prompt payment. Interest payments are calculated and made automatically by the finance center. An "OMB" penalty may also be paid, if specifically requested by the contractor in writing, and determined appropriate by the finance center. This is usually equal to the amount of the interest payment. Funds for prompt payment interest and/or penalties come from funds used for administration of government activities. This normally is

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from the departmental overhead account of the department certifying payment. Fixed price contractor payments are documented on an ENG Form 93. Final contractor payments are made within 30 days of Office of Counsel approval of the final payment. Construction cost

reimbursement contractor payments are also subject to prompt payment, and must be paid within 30 days. Final payments for cost reimbursement construction contracts are made the same as other construction payments once final audit is received and accepted. Construction contractor earnings are recorded in construction automated systems and in CEFMS.

a. Contract Pay Items (also called award Contract Line Items -CLINS). Contract pay items are recorded in construction automated systems to match established pay items on the bid or pricing schedule. Pay items must be a direct reflection of the bid or pricing schedule contained in the contract. If the contract was bid or priced as single lump sum (entire work), then this is simply one contract pay item – normally “Entire work complete”. If the bid or pricing schedule contained multiple items, pay items must be established accordingly. Any desired deviations between the contract bid or pricing schedule and the recorded pay items should be coordinated with District office Contract Administration Branch. When recording pay items in automated systems such as RMS, the recorded item must match the transaction field meaning regardless of

the pricing convention used on the contract documents. This may make it necessary to make slight adjustments in the recording of pay items vs. the way they are recorded on the contract document in order to meet programmed field name meanings and transaction programming. For example, if the contract bidding / pricing schedule states:

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1. Clearing and grubbing	Job	L.S.	x	\$160,200.00

This should actually be recorded in construction automated systems for job set up like this:

<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1. Clearing and grubbing	1	L.S.	\$160,200.00	\$160,200.00

Also, as a matter of convention, the unit “Job” will not be used in developing pay items, and “L.S.” will be used in its place. This is necessary because of conflicts within the Standard Procurement System (SPS) concerning the “Job” unit. Earnings are normally recorded against the established pay items. However, within the payment process in RMS, contractor activities are identified and linked to pay items (CLINS) – so contractor earnings are recorded against contractor activities – then automatically related to CLINS. If full contractor activities are not known – or not used for payment purposes, then one activity per pay item is set up for administrative convenience. Modifications are recorded as separate pay items using local

numbering conventions for pay item numbering. See Appendix A for standard conventions on pay item numbering. Pay items for modifications are not incorporated into the ENG Form 93 until they are signed by the CO/ACO.

b. Pay Estimate Processing. In order to comply with the Prompt Payment Act, the following pay estimate process has been developed.

(1) Each month the resident engineer, or designee, and the contractor meet to review and reach an agreement on the construction progress for that month. The contractor must sign and date the certification page. The resident engineer immediately forwards the earnings information to the area office for processing. If the RMS Quality Control System (QCS) is required by the contract, then contractor progress is recorded on each activity in QCS and interfaced with RMS for the resident engineers concurrence approval and generation of a new ENG Form 93.

(2) Upon receipt, the area office date stamps the contractor certification of earnings. This is the point at which the Prompt Payment clock starts. The area office prepares the ENG Form 93 and the obligation line item breakdown report (ENG Form 4480), and records appropriate obligation line item earnings in CEFMS. The area office then notifies CENWO-CD-CA, for quality review (PM) approval. The ACO/COR then signs the ENG Form 93 and approves the recorded earnings in the accounting system (CEFMS). A signed copy of the ENG Form 93 is forwarded to the District (CENWO-CD-CA). Figures D-2 and D-3 show sample payment estimates.

(3) COR approval alerts USACE Finance Center in Millington, Tennessee to pay according to the payment terms set up in the contract. Construction Division, CENWO-CD-CA verifies the payment terms when performing contract job set up in construction automated systems and creates any necessary amendments to the CEFMS obligation payment terms for ACO approval prior to the first payment.

c. Deductions and Retainage. Portions of contractor payments may be deducted or retained for a number of reasons. There are provisions in the FAR that allow the Government to retain earnings – normally called retained percentage. Retainage is money that has been earned by the contractor, but because of non-compliance, is being “retained”. Retainage is typically held until the problem(s) are corrected. Occasionally, Office of Counsel or another Government agency may ask the Corps to withhold contractor payment also. One example would be for labor standards violations. A separate pay estimate (ENG Form 93) must be prepared to release these deductions. Both retainage and deductions are considered refunds to the contractor and are paid within 30 days after COR/ACOR approval. The Prompt Payment limit does not apply to either retainage or deduction refunds.

d. Liquidated Damages (LDs). LDs are also considered deductions for estimated damages to the Government due to delays in contract completion beyond specified dates. When LDs are assessed they are recorded on the payment estimate (ENG Form 93) as a deduction with a remark

identifying them as LDs. They are also recorded in CEFMS as other deductions. LDs are not normally refunded to the Government until contract closeout when it is certain additional time will not be added to the contract completion date(s). LD refunds are initiated by CENWO-CD-CA and coordinated with other appropriate offices. LDs are not applied back to contract contingencies, but rather to construction S&A to cover the estimated damages for these services. In some instances LDs may be refunded to the customer if they involve contract estimated LDs associated with additional user costs from late contractor completion.

e. Continuing Contracts. Many civil funded construction contracts include provisions for payment of some portion of the contract price dependent upon reservation of funds from future appropriations. For example, a \$1,000,000 contract may provide for only \$200,000 reserved funds for payment in the first fiscal year of the contract. There are a number of special considerations of which the COR and ACO must be aware when managing a continuing contract.

(1) Contractor obligation and earnings projections within a given fiscal year must be current, continuously managed and clearly communicated to Construction Contract Administration Branch and the Civil Works project manager / program analyst.

(2) Contractor payments. The contractor may not be paid more than the current amount of funds reserved under the contract for that fiscal year. The contract places special reporting requirements upon the contractor to monitor and timely report projected depletion of funds in writing. Under a continuing contract, the contractor may elect to continue working beyond the amount of funds reserved – and be paid simple interest once funds are obtained to continue payments.

(3) Budgeting. It is important that the full estimated contract amount is budgeted in construction automated systems – regardless of funds reserved. Therefore, each modification action will record the increase in contract value – not the funds reserved. Modifications may not be executed by the ACO until after coordination, budgeting, and PM/PA approval of the total modification amount has been obtained.

(4) Increases in contract funding reservations. Increases in funds reserved for contractor payment are made by administrative modifications signed by the C.O., prepared in the District Office by Contract Administration Branch, as requested by the PM/PA. These administrative modifications do not change the contract value, but merely increase the funding available for

current contractor payments.

f. Payments and obligations on unpriced “two-part” modifications. (Also see Appendix B). Payments on unpriced construction contract modifications (two-part modifications) may be made up to 50% of the current government estimate, except that up to 75% of the government estimate may be paid if a contractor has submitted a price proposal. The amount of funds obligated on the un-priced modification shall be approximately equal to the government estimate for the scope of work included in the notice to proceed. The not to exceed (NTE) amount shall be equal to the obligation. Pay items may be set up for the unpriced modification at with the SF30 for the first part. For example, if the government estimate for an unpriced modification for concrete pipe and installation is approximately \$100,000, the obligation should be \$100,000, as well as the not-to-exceed (NTE) amount, if the contractor is given an NTP for the entire scope. The COR may establish a pay item for up to \$50,000, or a lesser amount if appropriate, without a contractor’s proposal. If for some reason, the ACO did not want to initially obligate the full \$100,000, then the scope of the NTP would need to be reduced for a severable portion of the work. However, the entire \$100,000 should be initially committed in the finance and accounting system. For example, the ACO may order the contractor just to procure and deliver on-site the concrete pipe, prior to pricing the modification. Under this condition, if the government estimate for the cost of the pipe and its delivery were approximately \$40,000 – the obligation and the NTE amount for the first part of the modification would also be \$40,000. The COR could then pay up to \$20,000 without a contractor’s proposal. The remaining \$60,000 for installation should be budgeted under the 2<sup>nd</sup> part modification in construction systems. The full \$100,000 would have been committed in the finance and accounting system at the time of the NTP for the first part. This will ensure funds are budgeted and committed for the complete scope of work, and not used for other project costs.

## **PRE-AWARD CONTRACT FINANCES PROCESS**

<u>TRANSACTION</u>	<u>SOURCE DOCUMENT</u>
Record project information	Pre-award memo from project manager
Record IFB/RFP information	Bid calendar or solicitation bid schedule
Record actual contract price for each contract pay item	Bid Results Sheet or contractor's proposal
Record Government Estimate for each contract pay item	Official Government Estimate by CENWO-ED-C
Identify percentage amount for each pay item against project funding account.	Official Government Estimate percentage splits for pay item by CENWO-ED-C
Develop pre-award CWE	Calculated and report output from CMS
Convert pre-award CWE to award CWE	Authorization from project manger
Authorization to award memo Signed by the PM Includes designated CORs	Report output from CMS

Figure D-1

## Construction Pay Estimate – RMS Version

<b>PAYMENT ESTIMATE - CONTRACT PERFORMANCE</b> <small>For use of this form, see ER 37-2-10 and ER 37-345-10</small>			1. INVOICE RECEIVED DATE 22 Apr 2003 PAYMENT DUE DATE 06 May 2003		Sheet 1 of 3	
2. CONTRACTOR AND ADDRESS Schauer Construction Co. Inc.			3. CONTRACT NO. DACA45-00-C-0015 NA		4. DISTRICT Omaha District Construction	
5. DESCRIPTION OF WORK Fire/Crash Rescue Station			6. APPROPRIATION AND PROJECT 57-NA-2000-3300-0000		7. REQUIRED COMPLETION DATE 16 Jun 2002	
8. LOCATION Peterson AFB, Colorado		9. PERIOD COVERED BY THIS ESTIMATE FROM 01 Sep 2002 THRU 21 Apr 2003		10. JOB ORDER NO.	11. ESTIMATE NO. 0020	
ITEM NO. a	DESCRIPTION b	CONTRACT			TOTAL TO DATE	
		QUANTITY AND UNIT c	UNIT PRICE d	AMOUNT e	QUANTITY AND UNIT f	AMOUNT g
	CONTRACT AMOUNT (contract line items - see attached sheets) ADDITIONAL EARNINGS (not included in contract line items) - STORED MATERIALS			\$6,569,729.00	99%	\$6,569,729.00
						-29,665.00
INCLUDES MODIFICATIONS THRU R00019		99 % EARNINGS TO DATE 99 % LESS STORED MATERIAL		TOTAL CONTRACT \$6,569,729.00	TOTAL EARNINGS TO DATE	\$6,540,064.00
REMARKS						
SAMPLE						
12. PRESENTED FOR PAYEE PER		14. PREVIOUS PERCENTAGE PREVIOUS PER DEDUCTIONS PREVIOUS LIQUIDATED DAMAGES DIVIDEND PAID		\$0.00 \$0.00 \$0.00 \$6,540,329.00		
DATE TITLE		13. APPROVED AMOUNT EARNINGS THIS PERIOD (TOTAL EARNINGS TO DATE MINUS E) G. LESS RETAINED PERCENTAGE H. LESS OTHER DEDUCTIONS I. TOTAL DEDUCTIONS THIS PERIOD (G + H) J. RETAINAGE REFUND K. OTHER REFUNDS L. TOTAL REFUNDS THIS PERIOD (J + K) M. LIQUIDATED DAMAGES THIS PERIOD N. AMOUNT DUE CONTRACTOR (F-I+L-M)		\$6,510,664.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$29,400.00		
SIGNATURE Carol J. Parker Civil Engineering Technician		DATE				
CONTRACTING OFFICER APPROVAL (Signature) Robert J. Michaels Area Engineer		DATE		15. TOTALS TO DATE - ALL INVOICES RETAINED PERCENTAGE (A + G - J) \$0.00 LIQ. DAMAGES (C + M) \$0.00 OTHER DEDUCTIONS (B + H - K) \$0.00 PAID TO DATE (D + N) \$6,569,729.00		

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PREVIOUS EDITION OF THIS FORM IS OBSOLETE

\*\* (USE REVERSE SIDE FOR DETAILED EXPLANATION AND -OR REMARKS)

Figure D-2

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PAYMENT ESTIMATE - CONTRACT PERFORMANCE (Continuation) PAYMENT ESTIMATE CLIN DETAILS				2. CONTRACT NO. DACA45-00-C-0015 NA		Sheet 2 of 3	
3. CONTRACTOR AND ADDRESS Schauer Construction Co. Inc.				4. PERIOD COVERED BY THIS ESTIMATE FROM 01 Sep 2002 THRU 21 Apr 2003			
ITEM NO. a	MOD. NO. b	DESCRIPTION CONTRACT LINE ITEMS c	CONTRACT			TOTAL TO DATE	
			QUANTITY AND UNIT d	UNIT PRICE e	AMOUNT f	QUANTITY AND UNIT g	AMOUNT h
0003M1	R00003	Add Comm & Data Connections Revised Amount CLIN 0003M1	1.00 LS 1.00 LS	\$31,306.00 \$31,306.00	 \$31,306.00	 100%	 \$31,306.00
0005M1	R00005	Utility Changes and Delay Costs Revised Amount CLIN 0005M1	1.00 LS 1.00 LS	\$5,742.00 \$5,742.00	 \$5,742.00	 100%	 \$5,742.00
0007M1	R00007	Add Removable Handrail to Mezz. Stairs Revised Amount CLIN 0007M1	1.00 LS 1.00 LS	\$998.00 \$998.00	 \$998.00	 100%	 \$998.00
0008M1	R00008	Delete Portable Workstation/Tester Revised Amount CLIN 0008M1	1.00 LS 1.00 LS	-\$6,245.00 -\$6,245.00	 -\$6,245.00	 100%	 -\$6,245.00
0009M1	R00009	Interior Equipment Changes Revised Amount CLIN 0009M1	1.00 LS 1.00 LS	\$0.00 \$0.00	 \$0.00	 0%	 \$0.00
0010M1	R00010	Add Exterior Door Locks Revised Amount CLIN 0010M1	1.00 LS 1.00 LS	\$9,497.00 \$9,497.00	 \$9,497.00	 100%	 \$9,497.00
0011M1	R00011	Delete Central Workstation/Tester Revised Amount CLIN 0011M1	1.00 LS 1.00 LS	-\$7,757.00 -\$7,757.00	 -\$7,757.00	 100%	 -\$7,757.00
0012M1	R00012	Delete Painting of Exposed Ceilings Revised Amount CLIN 0012M1	1.00 LS 1.00 LS	-\$1,763.00 -\$1,763.00	 -\$1,763.00	 100%	 -\$1,763.00
0013M1	R00013	VECP of Air Handrails Revised Amount CLIN 0013M1	1.00 LS 1.00 LS	-\$3,186.00 -\$3,186.00	 -\$3,186.00	 100%	 -\$3,186.00
0014M1	R00014	Comm Room No. 175 Changes Revised Amount CLIN 0014M1	1.00 LS 1.00 LS	\$1,563.00 \$1,563.00	 \$1,563.00	 100%	 \$1,563.00
0015M1	R00015	Extend the CCD 87 Days Revised Amount CLIN 0015M1	1.00 LS 1.00 LS	\$0.00 \$0.00	 \$0.00	 0%	 \$0.00
0016M1	R00016	Import Base Course Material Revised Amount CLIN 0016M1	1.00 LS 1.00 LS	\$41,988.00 \$41,988.00	 \$41,988.00	 100%	 \$41,988.00
0017M1	R00017	Add Letters "FIRE STATION" Revised Amount CLIN 0017M1	1.00 LS 1.00 LS	\$859.00 \$859.00	 \$859.00	 100%	 \$859.00
0018M1	R00018	Cut & Cap Existing Water Line Revised Amount CLIN 0018M1	1.00 LS 1.00 LS	\$8,612.00 \$8,612.00	 \$8,612.00	 100%	 \$8,612.00
0019M1	R00019	Raise Two Water Valves to 4000 Revised Amount CLIN 0019M1	1.00 LS 1.00 LS	\$1,519.00 \$1,519.00	 \$1,519.00	 100%	 \$1,519.00
1		Entire Work Complete	1.00 LS	\$5,507,200.00	\$5,507,200.00	100%	\$5,507,200.00
1000	R00001	Provide 2,217 CM of Fill Material Revised Amount CLIN 1000	1.00 LS 1.00 LS	\$26,089.00 \$26,089.00	 \$26,089.00	 100%	 \$26,089.00
		TOTALS THIS PAGE			5,616,422.00		5,616,422.00

ENG FORM 93  
1 MAR 78

PREVIOUS EDITION OF THIS FORM IS OBSOLETE

\*\* (USE REVERSE SIDE FOR DETAILED EXPLANATION AND -OR REMARKS)

Figure D-2 (Cont'd.)

PAYMENT ESTIMATE - CONTRACT PERFORMANCE (Continuation) PAYMENT ESTIMATE CLIN DETAILS			2. CONTRACT NO. DACA45-00-C-0015 NA			Sheet 3 of 3	
3. CONTRACTOR AND ADDRESS Schauer Construction Co. Inc.			4. PERIOD COVERED BY THIS ESTIMATE FROM 01 Sep 2002 THRU 21 Apr 2003				
ITEM NO. a	MOD. NO. b	DESCRIPTION CONTRACT LINE ITEMS c	CONTRACT			TOTAL TO DATE	
			QUANTITY AND UNIT d	UNIT PRICE e	AMOUNT f	QUANTITY AND UNIT g	AMOUNT h
2		Design Cost for Item No. 1	1.00 LS	\$562,800.00	\$562,800.00	100%	\$562,800.00
2000	R00002	Exercise Option O-2 Revised Amount CLIN 2000	1.00 LS 1.00 LS	\$77,000.00 \$77,000.00	\$77,000.00	100%	\$77,000.00
4000	R00004	Remove 3 Brick MH's & Change a SS Revised Amount CLIN 4000	1.00 LS 1.00 LS	\$8,507.00 \$8,507.00	\$8,507.00	100%	\$8,507.00
O-1		Demolition of bldgs 115, 115,117,475,4	1.00 LS	\$306,000.00	\$306,000.00	99%	\$305,000.00
TOTALS THIS PAGE					954,307.00		953,307.00

SAMPLE

Figure D-2 (Cont'd.)

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 APP D  
 1 Sep 2003

PAYMENT ESTIMATE - CONTRACT PERFORMANCE (Continuation) OBLIGATION ACCOUNT SUMMARY			2. CONTRACT NO. DACA45-00-C-0015 NA		Sheet 1 of 1	
3. CONTRACTOR AND ADDRESS Schauer Construction Co. Inc.			4. PERIOD COVERED BY THIS ESTIMATE FROM 01 Sep 2002 THRU 21 Apr 2003			
LINE ITEM WORK ITEM a	OBLIGATION LINE ITEM FUNDED WORK ITEM b	CONTRACT AMOUNT c	PREVIOUS EARNINGS d	EARNINGS TO DATE e	EARNINGS THIS PERIOD f	PERCENT COMPLETE g
0001 LH79FJ	FIRE/CRASH RESCUE STATION, PETERSON AFB, CO CONSTRUCT CONTRACT, S&A/FIRE CRASH RESCUE/PETE	\$6,570,729.00	\$6,176,885.00	\$6,206,285.00	\$29,400.00	94%
0002 C35B5H	EXERCISE OPTION 0-2 (FURNITURE) FIRE CRASH RES 01-OMAF, OPT 2, 00-C-15, FIRE/CRASH RESCUE STA	\$0.00	\$77,000.00	\$77,000.00	\$0.00	0%
TOTALS THIS PAGE		\$6,570,729.00	6,253,885.00	6,283,285.00	29,400.00	96%

RMS FORM 93 SUPPLEMENT

Figure D-2 (Cont'd.)

### Construction Pay Estimate – CMS Version

Page 1 17 APR 2003

**Pay Estimate - Contract Performance**  
 Contract No: 04CAMS-00-C-0815  
 Estimate No: 20 - Partial

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Contractor and Address: District: OMAHA DST  
 Schaefer Construction Co. Inc.  
 104 Pro Rodeo Drive, Suite 120  
 Colorado Springs, CO 80919

Period Covered by this Estimate  
 From: 01-SEP-2002 Thru: 21-APR-2003

Description of Work: Fire/Trash Rescue Station  
 Location: Peterson AFB, CO

Item Number (A)	Description (B)	Contract		Total to Date		
		Quantity and Unit (C)	Unit Price (D)	Amount (E)	Quantity and Unit (F)	Amount (G)
See Pay Item Section						
14. Payment Detail		Total Contract		6,725,000	Total Earned To Date	6,189,720.00
Previous Totals		A. Previous Deductions		0.00		
		B. Previous Retained		0.00		
		C. Previous Payments		2,940,000.00		
		D. Previous Earnings (A+B+C)		2,940,000.00		
Detail This Period		E. Earnings This Period		28,480.00		
		F. Less Retention		0.00		
		G. Less Deductions		0.00		
		H. Total Deductions (F+G)		0.00		
		I. Retainage Retained		0.00		
		J. Other Refunds		0.00		
		K. Total Refunds This Period		0.00		
		L. Amount Due Contractor (E-I-K)		28,480.00		
15. Reconciliation		Total Deductions (A+G+I)		0.00		
		Total Retained Pdg (B+J)		0.00		
		Total Paid (C+L)		6,725,000.00		

SAMPLE

Presented for Payment: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Approved for Payment: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Contracting Officer Approval: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

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Eng Form 08-E, Electronic Version Approved 16 APR 03

Figure D-3

OM 415-1-4  
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Page 2		Pay Estimate - Contract Performance		17 June 2002	
		Contract No: DAC415-00-C-0015			
		Estimate No: 20 - Partial			
Completion Schedule	Completion Date	Modifications	Revised Completion Date	All Work Substantially Complete	
1 Entire Work: Liquidated Damages - 790.00	19 FEB 2002			25 JUN 2002	
		Mod 6 - 6 days	25 FEB 2002		
		Mod 15 - 87 days	23 MAY 2002		
		Mod 16 - 30 days	22 JUN 2002		
		Mod 19 - 3 days	25 JUN 2002		
Mods With separate completion date:					
Remarks:					

SAMPLE

Figure D-3 (Cont'd.)

Page 3 17 June 2003

**Pav Estimate - Contract Performance**  
 Contract No: DACAM-00-C-0015  
 Estimate No: 20 - Partial

Item Number (A)	Description (B)	Contract			Total to Date	
		Quantity and Unit (C)	Unit Price (D)	Amount (E)	Quantity and Unit (F)	Amount (G)
1	ERHS Work Complete	Job	L.S.	5,507,200.00	100.0%	5,507,200.00
2	Design/Install 1	Job	L.S.	562,800.00	100.0%	562,800.00
D-1	Demo Bldg 115, 116, 117, 475, 476&477	Job	L.S.	306,000.00	99.7%	305,000.00
<b>Totals:</b>				<b>6,376,000.00</b>		<b>6,375,000.00</b>
<b>Long List of Mods Completed</b>						
184-1	Provide 2,217 CM of Fill Material		L.S.	26,059.00	100.0%	26,059.00
284-1	Option 9-2, Furniture Option		L.S.	77,000.00	100.0%	77,000.00
284-1	Add Corer & Data Connections		L.S.	31,306.00	100.0%	31,306.00
484-1	Remove Three Brk. Mfts & Change a Sanitary Sewer		L.S.	8,507.00	100.0%	8,507.00
084-1	Costs Incurred Due to Utility Shutdowns		L.S.	5,742.00	100.0%	5,742.00
884-1	Time Extension of 6 Days			0.00	0%	0.00
784-1	Add Renewable Material to Muzziani Stairs			908.00	100.0%	908.00
884-1	Delete Portable Workstation/Totes			-6,245.00	100.0%	-6,245.00
984-1	Initial Equipment Changes			0.00	0%	0.00
1084-1	Add Exterior Door Locks			-897.00	100.0%	-897.00
1184-1	Delete Central Workstation/Totes			-7,757.00	100.0%	-7,757.00
1284-1	Delete Painting of Exposed Columns			-1,763.00	100.0%	-1,763.00
1384-1	VECRAM Header No. 2			-3,196.00	100.0%	-3,196.00
1484-1	Clean Room No. 175 Changes			1,562.00	100.0%	1,562.00
1584-1	CCD Due to Reported Modifications			0.00	0%	0.00
1684-1	Import Base Course Material			41,900.00	100.0%	41,900.00
1784-1	Add Lashes "PIPE STATION"			859.00	100.0%	859.00
1884-1	Cap & Cap Existing Waterline			8,612.00	100.0%	8,612.00
1984-1	Raise Two Water Valves to Grade			1,519.00	100.0%	1,519.00
<b>Completed Resources:</b>				<b>194,729.00</b>		<b>194,729.00</b>
Materials on site but not incorporated into the work:						0.00
<b>Grand Totals:</b>				<b>6,570,729.00</b>		<b>6,569,729.00</b>

\*1 indicates final quantity  
 \*\* indicates allocation amount

Figure D-3 (Cont'd.)

Contract Status Report - RMS

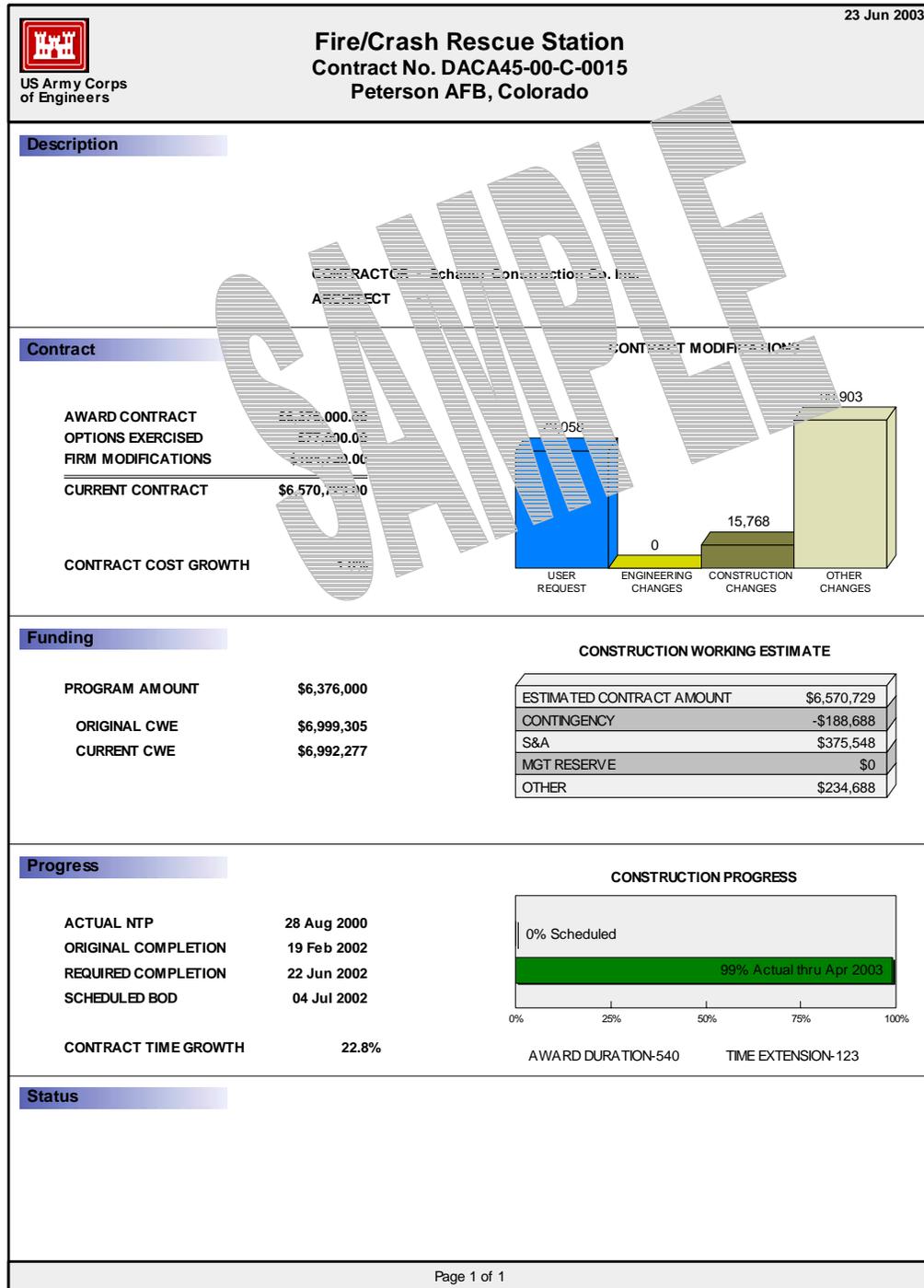


Figure D-4  
 D-20

Current Working Estimate Report – CMS Version

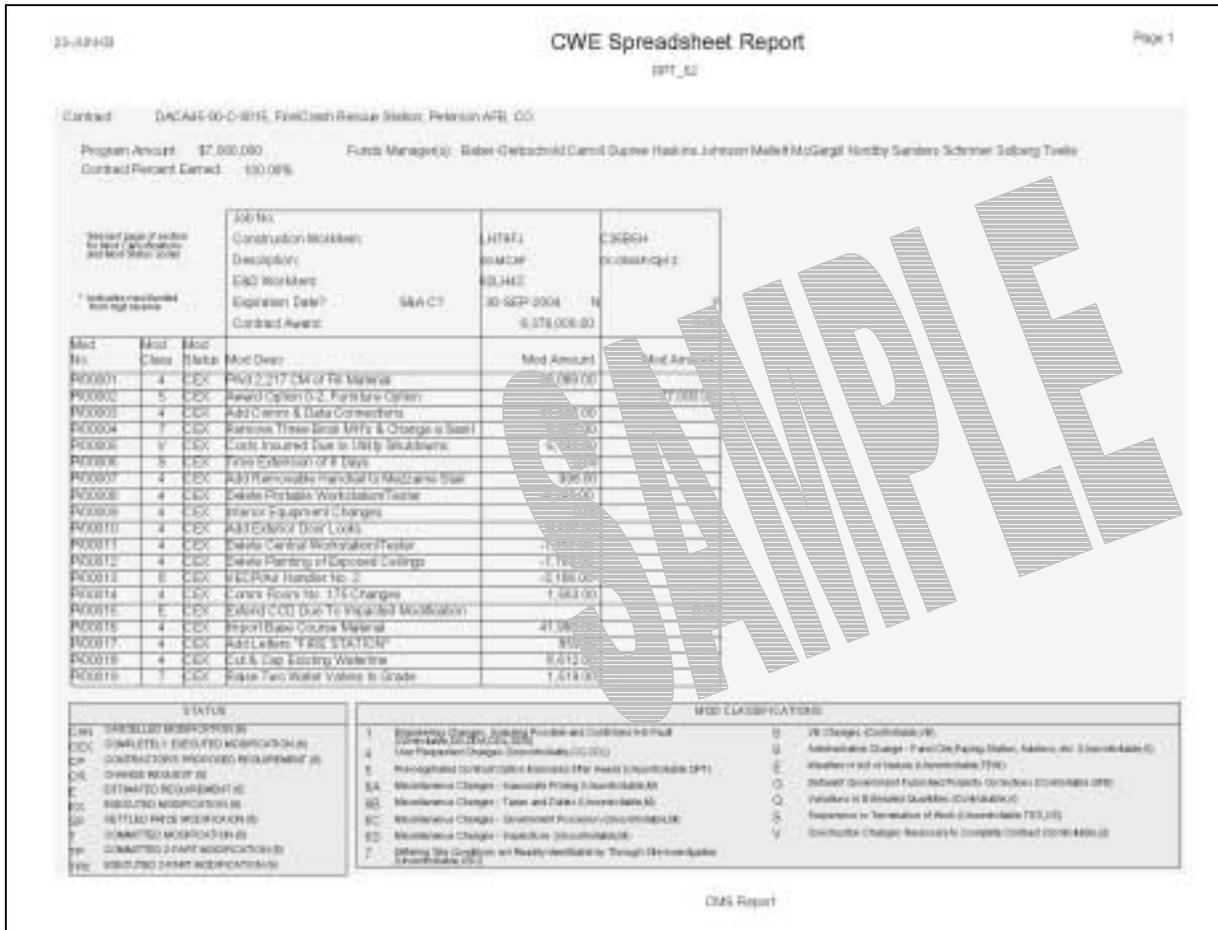


Figure D-5

Contract: DACW60C-0016 Fire/Coast Rescue Station, Peterson AFB, CO

Job No:	Construction Workitem:	LH/VF1	C0885H
Description:	D0-MCAT	D0-MCAT	D1-DMAR/Op 2
EEO Workitem:	EEO Workitem:	EEO Workitem:	EEO Workitem:
Next Reserve Workitem:			
Parent Workitem:		R6000C 0642010	R6000C 0672880
Expiration Date?	SSA CT:	20-SEP-2004	N
CWE Last Updated:		21-JAN-03	23-DEC-02
Source Appropriation:		67 2000 3300 0000	67 2001 3400 0000

Contract Totals:			
6,576,200.00	Contract Award	8,376,900.00	
194,729.00	Total Misc	117,729.00	77,000.00
6,576,200.00	Est Contract Amount	8,494,629.00	77,000.00
6,576,200.00	Current Contract Amt	8,494,629.00	77,000.00
579.99	Contingency	579.99	.00
376,185.15	SSA Amount	376,185.15	5,926.00
0.00	Amount Category R&D		
0.00	Amount Category With SSA		
40,000.00	Amount Category Without SSA		
	30000 Design Review	40,000.00	
6,992,377.13	Total CWE	8,941,272.14	82,000.00
6,992,377.14	Authorization:	8,941,272.14	82,000.00
0.00	Ag Reserve	.00	.00
0.00	Balance:		
0.00	Amount Avail to Revoke:		
6,992,377.14	Funds Used	8,941,272.14	82,000.00
0.00	Add Funds Required:		
Project Keys:			
	Project CWE/FH Ratio:	96%	01%
	SSA in Workitem Formula?	Y	N
	SSA For Workitem:		
	Related Workitem Num:		

NOTES:



Figure D-5 (Cont'd.)