DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON NAVY YARD
1322 PATTERSON AVENUE SE SUITE 1000
WASHINGTON DC 20374-5065

IN REPLY REFER TO
ACQ 021
30 May 2003

03-06 AM

MEMORANDUM FOR NAVFAC ACQUISITION PERSONNEL

Subj: NONAPPROPRIATED FUND (NAF) CONSTRUCTION CONTRACTING

Encl: (1) ASN (RD&A) memo of 3 May 03
(2) Memorandum of Understanding (MOU) between Naval Facilities Engineering Command (NAVFAC) and Navy Personnel Command (NPC) of 18 Oct 00

Ref: (a) NPC ltr 4205 of 3 May 00
(b) ASN (RD&A) ltr of 18 Sep 18 00
(c) CNO ltr SerN465/OU596163 of 20 Jul 00
(d) NAVAUDSVC P-7520.1 of 16 Oct 02

1. In accordance with enclosure (1), permanent construction contracting authority of $5 million was granted to the Navy Personnel Command (NPC). The following conditions apply:

a. Procurements conducted under this authority shall conform to DODD 4105.67, DODI 4105.71, and SECNAVINST 7043.5B and shall use competitive negotiation procedures to the maximum extent practicable.

b. In accordance with enclosure (2), NAVFAC will (within 14 calendar days of NPC's offer to the cognizant EFD/A Operations Officer) have the right of first refusal to perform the Contracting Officer Representative (COR) functions for centrally funded NAF construction projects executed at Navy bases. The MOU is applicable to NPC centrally funded NAF construction projects at Navy bases awarded by NPC or their agents.

c. NAVFAC Performance Management and Assistant Program (PMAP) is responsible for the PMAP review of NPC nonappropriated fund construction contracting. The MOU will be modified to reflect this review process.

d. Fees for NAVFAC services in support of the nonappropriated construction contracting functions will be in accordance with the MOU.

2. Point of contact for this effort is Frances Sullivan. If you have any questions, please contact Ms. Sullivan (202) 685-9146; DSN 325-9146 or e-mail SullivanFL@navfac.navy.mil.

W. G. SHEAR, JR.
Deputy Commander for Engineer Operations

DEPARTMENT OF THE NAVY
OFFICE OF THE ASSISTANT SECRETARY
RESEARCH, DEVELOPMENT AND ACQUISITION
1000 NAVY PENTAGON
WASHINGTON DC 20350-1000

MAY 0 3 2003

MEMORANDUM FOR COMMANDER NAVY PERSONNEL COMMAND
COMMANDER NAVAL FACILITIES ENGINEERING COMMAND

Subj: NONAPPROPRIATED FUND (NAF) CONSTRUCTION CONTRACTING AUTHORITY

Ref: (a) NPC ltr 4205 of May 3, 2000
(b) ASN (RD&A) ltr of Sep 18, 2000
(c) CNO ltr Ser N465/OU596163 of Jul 20, 2000
(d) NAVAUDSVC P-7520.1 of Sep 30, 2002

In response to reference (a), authority to continue the demonstration program with the current threshold of $2 million was granted by reference (b). Reference (c) forwarded Navy Personnel Command (NPC) PERS-65 request (#NPC 99003) for unlimited permanent contracting authority for nonappropriated fund (NAF) construction projects. The Naval Audit Service (NAS) performed a review of the demonstration program and the NPC report required by reference (b), and the results are reported in reference (d).

Reference (a) requested an increase in NPC's construction contracting authority from $2 million to $5 million. In response to reference (c) and based on the reference (d) report, permanent authority to contract for non-appropriated funded construction projects up to $5 million is delegated to NPC under the conditions specified as follows:

Procurements conducted under this authority shall conform to DODD 4105.67, DODI 4105.71 and SECNAVINST 7042.5B and shall use competitive negotiation procedures to the maximum extent practicable.

Naval Facilities Engineering Command (NAVFAC) will have the right of first refusal to perform the Contracting Officer Representative (COR) functions for NAF construction projects executed at Navy bases in accordance with the established Memorandum of Agreement (MOA).

Enclosure (1)

Subj: NONAPPROPRIATED FUND (NAF) CONSTRUCTION CONTRACTING AUTHORITY

NPC shall implement approved procedures that integrate internal controls and legal reviews of their contracts. The NPC Commander shall furnish a copy of the approved procedures to DASN(ACQ) and Commander, NAVFAC before acting under this authorization.

NPC is responsible for establishment of a Procurement Performance Management Assessment Program (PPMAP) for NPC non-appropriated fund construction contracting, and NAVFAC is responsible for the PPMAP review of NPC non-appropriated fund construction contracting. This assessment process will be added to the established MOA.

NAVFAC and NPC shall take steps to ensure the proper payment from NAF dollars, consistent with current regulatory guidance, for all personnel and overhead costs associated with requested services for NAF construction projects executed both under and outside the authority of this delegation.

The courtesies extended to the NAS team are appreciated.

John J. Young, Jr.
Assistant Secretary of the Navy
(Research, Development & Acquisition)

Copy to: ASN(M&RA)
ASN(I&E)
AUDGEN
CNO (N4)
NAVFACENGCOM (ACQ)

18 OCT 2000

MEMORANDUM OF AGREEMENT
BETWEEN
THE NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)
AND
THE NAVY PERSONNEL COMMAND MORALE, WELFARE AND RECREATION DIVISION (PERS-65)

SUBJECT: Memorandum of Agreement (MOA) for Contracting Officer's Representative (COR) services in Support of NPC centrally funded nonappropriated fund construction project execution.

1. PURPOSE: The purpose of this agreement is to establish responsibilities and procedures under which NAVFAC will provide Contracting Officer's Representative (COR) services in support of nonappropriated fund (NAF) projects as requested by the Navy Personnel Command (NPC), Morale, Welfare and Recreation Division (PERS-65), and accepted by NAVFAC. The services required for NAVFAC to perform are primarily for "fast-track" design-build contracts. The design-build contractor is liable for all aspects of the construction. NAVFAC is to perform quality assurance (QA) on contractor's quality control program and its effectiveness. Compliance with relevant safety and environmental regulations/standards and the contractor's associated programs/plans is to be enforced at all times. NAVFAC generally will perform on-site coordination with installation representatives. As with all government construction contracts, safety and protection of the environment are primary concerns.

2. APPLICABILITY: Under this agreement NAVFAC will (within 14 calendar days of NPC's offer to the cognizant EFD/A Operations Officer) have the right of first refusal to perform the Contracting Officer Representative (COR) functions for centrally funded NAF construction projects executed at Navy bases. This agreement is applicable to NPC centrally funded NAF construction projects at Navy bases awarded by NPC (Pers-65) or their agents. It is imperative that NPC retains its role as the single source of Navy oversight management for their program.

3. EFFECTIVE PERIOD:

a. Services under this agreement will commence after mutual acceptance, as indicated by the latest signature date contained in this agreement, and will remain in effect for an indefinite period or upon close-out of all contract actions, whichever occurs last.

b. This agreement may be modified by written amendment, providing the Commander, NPC and the Commander, NAVFAC sign the amendment.

c. Either party may terminate this agreement in whole or in part upon 90 days notice in writing with the concurrence of ASN (RD&A) and (M&RA). Upon termination of this MOA, construction period oversight of awarded contracts may be transferred to such other agent as NPC staff may direct.

4. SCOPE OF SERVICES: Upon acceptance of a NPC project, each party shall meet the following procedures or requirements:

a. PERS-65 Responsibilities:

(1) Provide NAVFAC (cognizant EFD/A Operations Officer) with the name, e-mail address and phone number of the Contracting Officer and Project Manager and/or Design Manager through which all project related actions will be coordinated and approved by NPC (PERS-65).

(2) Provide the cognizant EFD/A Operations Officer with a draft and the final Project Management Plan (PMP) and have the PM act as initial point of contact for any subsequent changes to the PMP.

(3) Provide NAVFAC COR with a copy of the specific solicitation, resulting contract, and executed contract modifications. Once approved by the Contracting Officer, provide COR copies of the Contractor's schedule with Quality Control plan and other pertinent documents.

(4) Establish and participate in the following events, as necessary.

- A-E selection boards.

- Pre-design and design reviews.

- Significant inspections and/or site visits as scheduled in the Project Management Plan (PMP).

- Evaluation boards.

(5) Provide functional and technical design criteria as deemed necessary to identify requirements, and ensure the sufficiency of project documentation including DD Form 1391s. NPC shall ensure that solicitation documents include relevant Navy Design requirements associated with fire protection, seismic, etc. or unique design requirements that the DB/construction contractor or design firm must meet.

(6) Pay all contractor invoices submitted to NPC (PERS-65) within the provisions of the Prompt Payment Act. The COR will validate the invoice in accordance with Appendix A. The COR forwards the invoice to the specified paying activity within NPC. The project's PM will provide the specific mailing address for payments to the COR before any actual work on the project begins.

(7) Provide additional funding for scope, operational changes and/or unforeseen site conditions required to complete construction for a useable facility. All local command requested construction changes regardless of cost or time and all other construction changes, regardless of what they alter such as the construction schedule, scope, color, material or cost, require NPC (PERS-65) approval prior to implementation.

(8) The Contracting Officer's decision on any claims will be final; however, the contractor may appeal to the Commander, Navy Personnel Command. NPC (PERS-65) will pay for all costs to settle claims. NPC (PERS-65) will bear the cost of additional work required under the terms of the settlement.

(9) Complete all necessary programming and obtain all approvals from the MWR/NEX Flag Level Executive Committee (FLEC), Navy Secretariat, Secretary of Defense, National Security Committee of the House of Representatives, and the Armed Services Committee of the Senate. Obtain subsequent approvals whenever the project cost is exceeded by more than 25%, or there is a change in scope over 10% from the programmed project (DD Form 1391) upon which the approvals were based.

(10) Answer all congressional inquiries.

(11) Be the approval/acceptance authority for designs as they relate to function, aesthetics, business operations and customer service, and perform technical reviews of designs as deemed appropriate by PERS-65. Resolve issues between the local command/local MWR Division, major claimant, NAVFAC organizations, Navy Personnel Command, and other Navy activities.

(12) Provide NAF contracting procedure training to NAVFAC personnel performing COR services.

b. NAVFAC RESPONSIBILITIES:

(1) Review the draft RFP within 14 calendar days of receipt from NPC (PERS-65) for requirements associated with fire protection, seismic, etc. or unique design requirements that the DB/construction contractor or design firm will need to meet in order to satisfy relevant Navy Design standards.

(2) Assign a liaison at NAVFAC Headquarters who will provide direct interface with the NPC liaison for all questions concerning this MOA. The liaison will schedule periodic meetings (semi-annual or as needed) to discuss specific performance on NAF projects.

(3) Assign a specific individual to be appointed COR from initiation of planning through construction and fiscal closeout for each individual project covered by this MOA. The senior point of contact for the COR will also be identified at this time. The COR will have singular project accountability for all covered services and actions in accordance with Appendix A and the COR appointment letter.

(4) Ensure that the PM is notified at least 10 working days before final inspections and 5 days for all decision meetings that may affect the cost, scope or schedule of the project.

(5) Ensure that the COR participates in technical evaluation boards.

(6) Coordinate (date, time and location) design reviews at the installation with the installation, the user, and the PM.

(7) Ensure that all user requested changes during design and construction receive the approval of NPC before adoption of such change or the commencement of work on such change.

(8) Coordinate reviews by NAVFAC of fire protection systems, transformers, and such other items or systems for which NAVFAC has a desire or requirement for review.

(9) At beneficial occupancy, provide PM with a copy of the DD Form 1354 signed by the PWO.

(10) Assist the PM and activity PW/MWR departments with any problem enforcement of the warranty provisions of the contract.

(11) Maintain project COR files through completion of construction. Financial files will be maintained for information purposes only; however, the office of record for payments and financial records will reside with the payment office of NPC (PERS-65).

(12) Provide NPC (PERS-65) with monthly progress reports and such other interim data as may be necessary for NPC project management activities. All written and electronic

correspondence will be distributed as specified in the COR appointment letter. Monthly reports from NAVFAC COR to NPC will contain the following information: Project Title, Location, Project Number and contract number and a narrative of progress as compared to the schedule, digital photos, effectiveness of the Contractor's QC program, any unresolved modifications or quality issues.

(13) Review and validate all contractor payment requests for construction in accordance with Appendix A and forward as specified in the COR appointment letter. Validation of payments during the design phase will be done by the PM.

(14) Provide access to all project files and accounts related to the project for NPC inspection at their request.

(15) Provide NPC (PERS-65) with a contract completion final report with a recommendation for overall contractor performance evaluation to the PM and KO.

(16) If during the execution of the contract the COR's actions or performance is not in keeping with the provisions of the MOA, NPC shall first report the facts surrounding the complaint to the ROICC/DROICC or other identified points of contact. The ROICC/DROICC or other identified points of contact shall investigate and provide feedback to NPC on the validity of the complaint and, if warranted the corrective actions to be taken. Should NPC not be satisfied with ROICC/DROICCs response, they will contact the cognizant EFD/A Operations Officer with the complaint, facts, and response from the ROICC and recommendations for resolution within 5 days.

5. DEFINITIONS. (See Appendix C)

6. FUNDING.

a. The NAVFAC rate for COR service will be 2.75% of the contract price (including options). Fees for all NAVFAC services will be defined by the budget in the PMP. Specific services provided will be in accordance with this MOA and the COR appointment letter. NAVFAC fees for COR services will not be adjusted unless the contract price changes by more than 10% or $100K, whichever is less. If an extraordinary situation develops that requires unusual effort by NAVFAC, additional funding will be negotiated for that specific situation and will be included in the PMP budget.

b. NPC will pay for COR services through a two phased transfer, 50% at the time of award with the balance paid when the

project is 50% complete.

c. Payment for COR services will be billed to NPC through the use of a DD Form 250, Material Inspection and Receiving Report. NPC will prepare a check within 14 days of receipt of the bill and forward it to the cognizant NAVFAC EFD/A Comptroller. The NAVFAC Comptroller will prepare and process a NAVCOMPT Form 1081 with appropriate line of accounting to receive the payment for eventual transfer into the open allotment.

d. DFAS will not be used for NAF projects. Direct billing to NPC at the address below shall be the procedure used under this MOA. Billings shall be sent to:

NAVY PERSONNEL COMMAND
ATTN PERS-656B1
5720 INTEGRITY DRIVE BLDG 457
MILLINGTON TN 38055-6560

e. User-requested changes will be funded separately by the user through NPC.

7. DISAGREEMENTS: Any aspect of this Memorandum of Agreement requiring clarification and any disagreement arising from its terms or the execution of the process will be resolved between NAVFAC and NPC. Issues shall be resolved at the lowest possible level; however, if a disagreement cannot effectively, quickly and cooperatively resolved between the parties, the parties will mutually agree to submit the matter in dispute to ASN (RD&A) and (M&RA) for resolution.

8. All parties involved in this agreement understand the team concept that is critical to the success of this effort. The team is comprised of members representing NPC (PERS-65) Headquarters staff, NAVFAC Headquarters staff, any other execution agent being used, Naval activity public works staff, Naval activity MWR staff, and both design and construction contractors. The ultimate users, which are the bases where we propose to build MWR facilities, must play a timely and proactive role if we are to be successful.

M.C. ALBURY
CAPT, USN
Director, Navy Morale, Welfare and Recreation Division

T.M. BOOTHE
CAPT, CEC, USN
Deputy Commander for Engineer Operations

APPENDIX A
Contracting Officer's Representative (COR)
Description of Duties

1. GENERAL:

1.A. Purpose. This memorandum describes the typical duties, responsibilities, and coordination requirements of the Contracting Officer's Representative (COR) function for the subject project.

1.B. Subject Project. This identifies the specific project, year of approval, and location. It also includes any additional information related to project identification and its relationship to other projects in the area.

1.C. Reference Documents. Additional project information is contained in the most recent of the following documents, available either as an attachment to this document or from the Navy Personnel Command Project Manager:

(1) DD Form 1391

(2) Project Management Plan (PMP).

(3) Project Validation Assessment (PVA).

2. COR DESCRIPTION OF DUTIES:

The following is a description of typical COR duties in support of the Contracting Officer.

2.A. COR Appointment. The COR will be nominated by the cognizant NAVFAC EFD/A Operations Officer and officially appointed by letter from the KO upon agreement to provide COR services.

2.B. Meetings. The COR will be required to attend and participate in the following project meetings/conferences to be held at the installation unless otherwise waived by the PM/KO:

PRE-SOLICITATION:

RFP Review Conference

PRE-AWARD:

(1) Pre-Proposal Conference and Site Visit:

(a) Purpose: To introduce the project, discuss project and proposal issues and visit the site with potential Offerors.
(b) Upon solicitation of the RFP package by the KO, a pre-proposal conference, (no longer than one day) will be held at the project location.

(2) Proposal Evaluation Session:
Purpose: To review and evaluate technical proposal submittals.

POST AWARD:

Post Award meeting dates are subject to change significantly, based on the Contractor's proposed construction schedule.

Pre-Construction Conference:
Purpose: To initiate the project construction process. Upon KO issuance of the construction Notice to Proceed (NTP), the parameters and procedures of the construction phase of the project are discussed at this conference with the Contractor.

2.C. Submittal Reviews.

(1) The COR will assist the Project Team in reviewing the various project submittals to ensure conformance with the project goals and requirements. Submittals will typically be provided to the COR from the PM, KO or directly from the Contractor. If the submittals are received directly from the Contractor, the COR will distribute them to other Project Team members. Review comments may be submitted via FAX or email to the PM. Submittals may include, but are not limited to the following:

(a) Contractor's Safety Plan
(b) Contractor's Quality Control Plan
(c) Contractor's Environmental Plan
(d) Contractor's Performance Schedule
(e) Contractor's Final Submittal Package

(2) Performs reviews and provides review comments based on the review periods described in the project schedule/RFP.

2.D. Quality Control (QC) / Quality Assurance (QA).

Perform the following QA related functions:

(1) Review the Contractor's construction Quality Control Plan to ensure conformance with adopted QC procedures.
(2) Conduct a Contractor Quality Control (CQC) Mutual Understanding Meeting with the Contractor to discuss the in-place CQC System. Record minutes of the Mutual Understanding Meeting and providing copies to the PM and KO.
(3) Evaluate the Contractor's construction progress against the approved contractor's project schedule. The COR will submit monthly status reports to the PM and KO.
(4) Perform periodic construction phase observation and reviews of the Contractor's quality control/assurance operations as necessary to ensure contract compliance.
(5) Discuss with the Contractor's CQC Manager apparent contract non-compliance issues. Notify the Contractor of deficiencies in the CQC system. Inform the KO and PM of non-compliance issues and CQC deficiencies.
(6) Review Contractor's Safety and Environmental Plans and make intermittent observations of the Contractor's execution of the plans. Report apparent deviations to the Contractor's Safety Officer or Superintendent. COR has authority to stop work in the event of any life-threatening safety violations IAW Corps of Engineers Safety Manual (EM 385-1-1) or violations of federal/state environmental regulations.
(7) During construction, participate in site visits at the request of the members of the Project Team. The COR will be notified in advance to coordinate visit dates and times.

2.E. Administration and Coordination.

(1) Contract Modifications:

(a) Review and coordinate contract modifications, as requested by the KO.
(b) The COR may be requested to provide scopes of work and government estimates to the KO and PM for proposed changes that may develop during construction.
(c) Report to the KO and PM any proposed modifications, regardless of cost, within 5 working days.
(d) The KO has sole authority to modify the contract. The KO must incorporate all changes, regardless of cost, into the construction contract.

(2) Request, review and maintain the Contractor's payroll and periodically forward to the KO.

(3) Periodically conduct labor interviews as determined necessary to insure conformance with applicable labor laws and Davis-Bacon wage rates.

(4) Review Contractor's progress payments for work-in-place determination. Process and validate Contractor invoices within three days of receipt from the Contractor, then immediately forward via express delivery service and/or fax to the NPC-RM and copy to the PM. Validation of invoices will consist of verifying that the amount of work shown as complete by the contractor represents actual conditions, checking invoices for correctness, and recommending retainage or withholding amounts. The NPC-RM will make payment on PM certified invoices directly to the Contractor.

(5) Provide the PM with a written project status report on a monthly basis.

(6) Coordinate Government Furnished Equipment deliveries with Installation personnel and the Contractor.

(7) Contact with the PM is encouraged to resolve matters listed below. In the event the PM is unavailable, questions may be directed to the NPC-FM.

(a) Requests for assistance with Contractor Requests for Information (RFI).

(b) Requests for attendance at the project site.

(c) General project related information.

(8) Coordinate required road closings, utility outages, dig permits, relocations, connections/tie-ins, and site usage issues with the PWD, MWR staff and the Contractor.

(9) Process Contractor's RFIs during the construction phase and forward with recommendations (via FAX acceptable) to the PM. Any required need dates should be noted, otherwise a standard ten working-day turnaround will be assumed to be acceptable. Coordinate information gathering with local parties (MWR, PWD, EFD, etc.) as applicable. The PM will coordinate information gathering internally and provide responses back to the Contractor with copy furnished to the COR.

(10) Advise the PWD of contract completion, assist in the preparation of the Property Record Form documentation, and coordinate project turnover. Ensure that complete as-builts and a full final submittal package is provided to both the PWD and MWR at the installation.

(11) Schedule, lead and record the proceedings for the pre-final and final acceptance inspections. Coordinate attendance of the Project Team for these inspections. Provide written reports of findings, outstanding issues and deficiencies to the KO within 5 calendar days of the inspections.

(12) Provide input for the contractor evaluation and submit all contract administration documentation to the KO at project completion and acceptance of the facility.

(13) Perform 6-month and 12-month warranty reviews. Coordinate reviews with NPC and local parties, investigate complaints and follow-up with the Contractor as required to correct warranty issues. If necessary, provide documentation to the KO to resolve outstanding warranty issues and follow-up with the Contractor as required to correct warranty issues.

APPENDIX B
SAMPLE COR DELEGATION LETTER

4200
PERS-656B
xx xxx xx

From: Navy Personnel Command, MWR Division (PERS-656B)
To: LT Good N. Technical (AROICC), Resident Officer In Charge Of Contracts, Location

Subj: APPOINTMENT AS CONTRACTING OFFICER'S REPRESENTATIVE (COR) FOR CONTRACT NUMBER NAVMWR-XX-C-0001, FOR RECREATION CABINS, NAVY SECURITY GROUP ACTIVITY (NSGA) WINTER HARBOR, WINTER HARBOR, ME

Ref: (a) SECNAVINST 5370.2J, Standards of Conduct and Government Ethics

Encl: (1) Copy of Notice to Proceed Letter
(2) Copy of Insurance Certificate

1. Effective immediately, you are hereby appointed as Contracting Officer's Representative (COR) on the above subject contract for the purposes set forth below. Your appointment shall remain in effect throughout the term of the contract unless revoked by the Contracting Officer (KO), or until you are reassigned, or your employment is terminated. You are responsible to the Naval Personnel Command (NPC), Facilities and Acquisition Contracting Officer for your actions as the COR.

2. Your appointment is subject to the authority and limitations stated below:

a. As COR for this contract, you are <u>not</u> empowered to issue, authorize, agree to, or sign any contract or modification thereto, or in any way obligate the payment of funds by the Government or the Fund (NAFI). As a COR, you shall <u>not</u> direct the Contractor to perform any work not required by the Contract. You are not authorized, either by this letter or the contract, to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract. Whenever there is the potential that discussions may impact areas such as described above, contact the Contracting Officer to agree on action to be taken. You must be

especially cautious when providing an interpretation of specifications. Any interpretation or technical direction that may impact or change the terms/scope of the contract must be coordinated with the KO and formalized in writing prior to providing direction to the Contractor.

b. In accomplishing your duties as a COR, you are cautioned to carefully review and comply with reference (a).

c. Your authority and limitations apply only to the above referenced contract. You may not exceed the authority empowered to you by this letter of appointment as a COR. Your authority as COR for this contract may not be redelegated.

3. As COR for this contract, you are responsible for the following:

a. Representing the KO in the technical phases of the work. The COR will be requested to attend and participate in the project meetings/conferences held at the installation unless otherwise waived by the PM/KO. Memorandum minutes of each meeting shall be submitted to the Contracting Officer.

b. Ensuring that the Contractor performs in accordance with the terms and conditions of the contract.

c. Coordinating with the KO on issues or problems raised by the Contractor in performance of the Contract.

d. Recommending to the KO any corrective action(s) deemed necessary in the event of the Contractor's nonconformance to the terms and conditions of the contract.

e. Maintaining all necessary records to document your performance of duties as COR, and distributing such records, as applicable. The KO will sign any correspondence directing the Contractor to take any actions.

f. Reviewing technical submittals (i.e., Contractor's performance schedule, as-built drawings, Final Submittal Package, and other technical data), and providing written comments and recommendations to the KO, as necessary.

g. Providing assistance to the KO in other areas of contract administration, which are not specifically covered in this designation.

h. Coordinating any Government Furnished Equipment deliveries with Installation personnel and the Contractor.

i. Coordinating required road closings, utility outages, relocations, connections/tie-ins, and site usage issues with the PWD, MWR staff and the Contractor.

4. Specific duties, in addition to the responsibilities indicated above are as follow:

a. Conduct a Contractor Quality Control (CQC) Mutual Understanding Meeting with the Contractor to discuss the in-place CQC System.

b. Evaluate the Contractor's construction progress against the approved contractor's project schedule. The COR will submit monthly status reports to the Navy Personnel Command Project Manager, Mr. Iam Overthis (NPC-PM), and KO.

c. Perform quality assurance on the contractor's quality control program, process and effectiveness as necessary to ensure contract compliance.

d. Discuss with the Contractor's CQC Manager apparent contract non-compliance issues. Notify the Contractor of deficiencies in the CQC system. Inform the KO and PM of non-compliance issues and CQC deficiencies.

e. Review Contractor's Safety and Environmental Plans and make intermittent observations of the Contractor's execution of the plans. Report apparent deviations to the Contractor's Safety Officer or Superintendent. Immediately stop work if a life-threatening safety issue or violation of federal/state environmental regulations is observed. When the COR issues a stop work order, the PM and KO shall be notified immediately.

f. Participate in site visits at the request of either the KO or PM. The COR will be notified in advance to coordinate visit dates and times.

g. Recommend any change orders required under the changes clause in the contract. The KO must incorporate all changes, regardless of cost, into the construction contract.

h. Report to the KO and PM any proposed modifications, regardless of cost, within 5 working days.

i. Review and coordinate contract modifications, as requested by the KO.

j. Provide scopes of work and government estimates to the KO and PM for proposed changes that may develop during construction if requested.

k. Request and maintain the Contractor's payroll and periodically forward to the KO.

l. Periodically conduct labor interviews to insure compliance with applicable labor laws and Davis-Bacon wage rates.

m. Review Contractor's progress payments for work-in-place determination. Process and validate Contractor invoices within three days of receipt from the Contractor, then immediately forward via express delivery service and/or fax to PERS-656B1, NAF Resource Manager (NPC-RM) and copy to the PM. Validation of invoices will consist of verifying that the amount of work shown as complete by the contractor represents actual conditions, checking invoices for correctness, and recommending retainage or withholding amounts. NPC-RM will make payment on PM certified invoices directly to the Contractor.

n. Provide the PM and NPC-RM with a written project status report on a monthly basis. Monthly reports from NAVFAC to NPC will contain the following information: Project Title, Location, Project Number and contract number and a narrative of progress as compared to the schedule, effectiveness of the Contractor's QC program, digital photos, and any unresolved modifications or quality issues.

o. Contact the PM to resolve questions concerning Contractor Request for Information (RFI) and requests for attendance at the project site. In the event the PM is unavailable, questions may be directed to NPC-FM.

p. Process Contractor's RFI during the construction phase and forward with recommendations (via FAX acceptable) to the PM. Unless indicated otherwise, a standard ten working-day turnaround will be assumed to be acceptable. The COR must ensure that the contractor identifies any urgent and compelling requirements when the RFI is forwarded. Coordinate information gathering with local parties (MWR, PWD, EFD, etc.) as applicable. The PM will coordinate information gathering internally and provide responses back to the Contractor with copy furnished to the COR.

q. Advise the PWD of contract completion, assist in the preparation of the Property Record Form documentation, and coordinate project turnover. Ensure that complete as-builts and a full final submittal package is provided to both the PWD and MWR at the installation.

r. Schedule, lead and record the proceedings for the pre-final and final acceptance inspections. Coordinate attendance of the Project Team for these inspections. Provide written reports

of findings, outstanding issues and deficiencies to the KO with 5 calendar days of the inspections.

s. Provide input for the contractor evaluation and submit all contract administration documentation to the KO at project completion and acceptance of the facility.

t. For problem (contractor is non-responsive to the installation's request) warranty issues, investigate complaints and follow-up with the Contractor as required to correct warranty issues. If necessary, provide documentation to KO to resolve outstanding warranty issues and follow-up with the Contractor as required to correct warranty issues.

u. The COR shall process all documentation (i.e. monthly reports, invoices, labor interviews, RFIs, etc.) to the point of contact described by the PM/KO within the stated time frames and frequencies.

5. The original and two copies of your COR appointment are furnished. You are to acknowledge receipt on the original and one copy and to return same to the Contracting Officer for retention and distribution to the Contractor.

GARY X. XXXXX
Contracting Officer

Receipt Acknowledged:

_____ _____
Signature Date

Copy to: Cognizant EFD/A Operations Officer
Senior COR point of contact

APPENDIX C
ACRONYMS/DEFINITIONS

Definitions. Throughout this document, certain abbreviations, terms, and acronyms are used to represent the organizations and processes involved in the execution of this project. The definitions for these items are as follows:

1. Contractor: The successful Offeror, contracted to design, design-build or build the project.

2. COR or COTR: Contracting Officer's Representative or Contracting Officer's Technical Representative. The on-site representative appointed by the KO in writing, with authority to act for the KO in areas specified by letter of appointment.

3. DFAS: Defense Finance and Accounting System

4. D/B: Design/Build. D/B is a contracting procedure where one contractor is selected to accomplish both the design and construction. D/B projects follow the same philosophy and guidelines concerning congressional authorizations, approvals and guidance as any other NAF construction project.

5. ECC: Estimated Cost of Construction. This is the estimated cost of the construction contract(s).

6. KO: Contracting Officer responsible for solicitation and execution of the construction contract as an agent for NPC.

7. MWR: Navy Morale, Welfare and Recreation.

8. NAFCP: Non-appropriated Fund Construction Project(s)

9. NAVFAC: Naval Facilities Engineering Command

10. NAVFAC Organizations: Includes Field Offices assigned to provide services in support of NAFCP, Engineering Field Divisions and Engineering Field Activities.

11. NPC: Navy Personnel Command

12. NPC-FM: NPC Facilities Manager, Facilities Section Head

13. NPC-KO: NPC Contracting Officer responsible for solicitation and execution of the construction contract.

14. NPC-PM: NPC Project Manager (PM): The Life Cycle Project Manager designated by NPC, responsible for planning, organizing,

coordinating, directing and controlling the combined efforts of functional staff and contract services to accomplish the NAFCP.

15. NPC POC: The person designated in writing by NPC to be the point of contact (POC) for this MOA through which all activities are coordinated/approved.

16. NPC-RM: NPC Resources Manager, responsible for financial management of project, including payment of invoices.

17. Offeror/Proposer: One of several potential contractors seeking award of the contract to build the project.

18. PERS-65: Morale, Welfare and Recreation Division, Navy Personnel Command

19. PERS-656: Facilities and Acquisitions Branch of the Morale, Welfare and Recreation Division, Navy Personnel Command

20. PM: Project Manager: The Life Cycle Project Manager designated and acting as an agent for NPC, responsible for planning, organizing, coordinating, directing and controlling the combined efforts of functional staff and contract services to accomplish the NAFCP.

21. PMP: Project Management Plan. The PMP outlines the project scope of work, execution process, budget, schedule, team, and other specific project related information.

22. PWD: Public Works Department. When PWD is used in this MOA, it also refers to the Public Works Center (PWC), if applicable.

23. PWO: Public Works Officer at the Installation/Activity.

24. PVA: Project Validation Assessment. A PVA is prepared by an independent contractor under contract with NPC that is used to assess the market and requirements for a proposed NAFCP. The PVA will provide a recommended scope and location of the project based on financial and market justification.

25. RFI: Request for Information. This is the method by which the contractor requests either additional information or clarifications of contract requirements. Contractor should number these sequential from award of contract to completion of contract.

26. RFP: Request for Proposals. The document consisting of the written and graphic technical information and requirements for accomplishing the work of the project. The RFP also contains evaluation criteria and requirements for schedule, submittals,

contract, quality control, etc. The RFP is also the Solicitation.

27. ROICC: Resident Officer In Charge of Construction (or Contracts) responsible for the activity.