



**MICHIGAN AIR NATIONAL GUARD
HEADQUARTERS 127TH WING (ACC)
SELFRIDGE ANG BASE MICHIGAN**

MEMORANDUM FOR CONSTRUCTION CONTRACTORS

FROM: 127th MSC, Contracting Division
43200 Maple Street, Bldg 105
Selfridge ANG Base, MI 48045-5213

SUBJECT: Construction Contractor Guide

1. To insure that your firm has current information regarding the provisions of subject contract this booklet has been assembled and the following information is furnished:
 - a. Function and Authority of U.S. Government Personnel.
 - (1) The Contracting Officer is the only person authorized to bind the Government or make changes to this contract.
 - (2) The Contract Administrator, Government Inspector and Contracting Officer's Representative (COR) will be identified at the Pre-Construction Conference for each contract/ delivery order.
 - b. Superintendence by the Contractor. The Contractor will provide full time superintendence to insure that all his employees connected with the performance of this contract are adequately briefed to insure their proper and timely compliance with the provisions of this contract and that coordination between subcontractors is adequately maintained. The Contracting Officer will be notified, in writing, of the name of the Superintendent of each contract/delivery order.
 - c. Normal work hours for the Contractor will be between the hours of _____, through _____, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than those listed, he must notify the Contracting Officer three (3) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. If Inspectors are required to perform inspections in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract.
 - d. Federal Holidays are: New Years Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day, Veteran's Day, Thanksgiving Day and Christmas.

- e. Performance & Payment Bonds: In accordance with Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$25,000 shall require Payment Bonds and awards exceeding \$100,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 days after award. A copy of the Performance Bond (SF 25), Payment Bond (SF 25A), Consent of Surety (SF 1415) and the review checklist can be found in attachment 1.

- f. Safety:
 - (1) The Contractor will insure that all equipment used in the performance of this contract has proper safeguards to prevent accidents to Contractor and Government personnel.

 - (2) In addition, all work shall be performed in accordance with the State's Occupational Safety and Health Act and with the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The more stringent of the two shall apply. Crawl spaces and attics are to be treated as confined space entry. Contractor must follow 29 CFR 1910.146 when making an entry. Where employees can fall more than 6 feet, a fall protection system must be used; 29 CFR 1926.500 stipulates where this occurs and the different types of fall arrest systems. When the Contractor is working in buildings that are occupied by Government personnel, the Contractor must provide Material Safety Data Sheets (MSDS) to the Contracting Officer before they begin the work. MSDS' should be provided under the Material Approval Submittal process. The Safety and Health Requirements Manual can be accessed at: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1-toc.htm>

 - (3) All work shall be done in accordance with the applicable codes and/or ordinances in force at the time of construction. It is the Contractor's responsibility to insure that where EPA, DEQ, or other such regulations control the removal, handling, installation or disposal of materials, they shall be strictly adhered to whether or not specifically referenced in the construction documents. The Contractor shall have data sheets readily available at the site on any materials used to comply with OSHA and EPA. Reference FAR 52.223-3 "Hazardous Material Identification and Material Safety Data".

 - (4) Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency. In lieu of the label, the Contractor may submit written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

- g. Inspections and tests are for the sole benefit of the Government and shall not relieve the Contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance. Wherever testing or analysis of material is required, such testing will be made at the Contractor's expense, unless otherwise noted. The Contractor, at no cost to the Government, will accomplish subsequent testing of materials that fail to meet specifications.

- h. The Contractor shall provide and maintain an effective quality control program in accordance with the contract. The Contractor shall provide a Contractor's Quality Control (CQC) Plan to the Contracting Officer within fourteen (14) days after receipt of the Notice To Proceed. The document shall include name and address of the independent testing agency and the responsible principal with the firm; a summary of QC tests required by the specification and typical daily report forms to be used for this project. The CQC Plan should be provided under the Material Approval Process.
- i. Government Property. Any Government-furnished property (GFP), obtained for use by the Contractor in the performance of this contract or resulting Delivery Order, must be adequately maintained and safeguarded to insure its return to the Government in a serviceable condition.
- j. The Contractor shall maintain the construction site in a clean and orderly condition. All refuse and/or salvage material shall be gathered and disposed of daily. Accumulation of refuse on the site will not be permitted. All roadways, taxiways and ramp areas within the work area shall be swept daily to assure safe operation of aircraft. Following completion of work, the Contractor shall clean the entire area from any debris and/or excess of misplaced.
- k. All refuse debris, and construction waste shall be legally disposed of, off site, at the contractor's expense. All salvage property removed and not reinstalled shall be returned to the Government at a place designated by the Contracting Officer, or properly disposed of when directed. Non-Hazardous Solid Waste should be diverted to recycling, through appropriate means available to the contractor. All materials that have been recycled shall be reported to the Contracting Officer for each contract/delivery order.
- l. The Contractor and his work shall not interfere with normal operations of traffic, particularly emergency vehicles and equipment. The Contractor shall use only established haul routes. The Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas and any work or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the Installation. The Contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required to maintain traffic and insure the safety of aircraft and the Contractor's equipment.
- m. Any Contractor's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the Installation.
- n. No radioactive sources shall be brought on site without proper prior authorization. This requirement applies to radioactive sources to include soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc. Prior to the use of any commercially-owned/operated radioactive source products used on site, documentation shall be reviewed and approved by the Contracting Officer.

- o. Hazardous Material Usage: The Contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported to the COR using the Contractor HM Identification Form SANGB Form 23 (Attachment 2). The Contractor HM Identification Form will be provided to the Contractor at, or prior to, the Pre-Construction Meeting. The Contractor shall maintain the HM Identification Form on the job site for inspection/verification.
- p. The Resource Conservation and Recovery Act (RCRA – 42 U.S.C.A. #6962), Executive Order 13101, 14 Sep 98, “Greening the Government through Waste Prevention Recycling and Federal Acquisition” mandates waste prevention and recycled-content requirements in each contract or delivery order. The plan implements these procedures and contractors will be issued a list of recyclable materials pertaining to the contract or delivery order and the method of reporting this data.
- q. Nondiscrimination in Employment. The Contractor will comply with the provisions of the Secretary of Labor on Equal Opportunity (41 CFR Chapter 60). Posters regarding Nondiscrimination in Employment will be posted in a conspicuous place so all Contractor personnel may easily read the contents. Posters are available at: <http://www.dol.gov/osbp/sbrefa/poster/main.htm>.
- r. The Contractor must have a current registration in the Central Contractor Registration (CCR) database with Electronic Funding Transfer (EFT) in place. This can be accomplished VIA Internet at: <http://www.ccr.gov>. Annual re-certification is required. Contractors who change banking information must update EFT data to avoid payment delays. Late payments due to improper registration or EFT information shall not constitute a payment delay subject to prompt payment interest on the part of the Government.
- s. It is the Contractor’s responsibility to complete the Insurance Certification Form (Attachment 3) and return it to the Contracting Officer, certifying that the Insurance requirements for the contract are maintained for its duration. Individual certificates are not required for each TOC Delivery Order; however, an annual certificate is required for the Basic Contract. A Certificate of Liability Insurance is not required if an appropriate certification is approved by the Contracting Officer.
- t. The Contractor shall complete and submit to the Contracting Officer a Statement of Acknowledgment, SF 1413, (Attachment 4) for each subcontractor that is employed for each contract/delivery order. This form, and a list of all employees, will be submitted to the Contracting Officer within five (5) days prior to the start of work under the Contract/Delivery Order. The Contractor will provide a list of all employees to the Contract Administrator that will be working on this project for obtaining a pass to this installation. Notify the Contracting Office of any new subcontractors by submitting a SF 1413 when they are added to the project and any new employee during the life of the project.

- u. The Contractor shall prepare a Progress Schedule, AF Form 3064 (Attachment 5) or acceptable alternate format, for all projects where performance exceeds 59 days. For projects over \$1 million, the progress schedule will also be in a Critical Path Method (CPM) format as designated by the contract/delivery order. This Schedule will be submitted on AF Form 3000, Material Submittal Form, or acceptable alternate format, for approval of the Contracting Officer. AF Form 3065, Contract Progress Report, (Attachment 6) or acceptable alternate format, is to be submitted to the Contracting Office, after reviewing with the COR.
- v. All materials listed on the AF Form 66, Schedule of Material Submittals, (Attachment 7) or other alternate form, are to be provided on an AF Form 3000, Material Approval Submittal, (Attachment 7) or other alternate form and approved by the Contracting Officer, prior to the purchase of materials.
- w. Modifications. During the course of the Performance Period, it sometimes becomes necessary for the Government to direct changes in the work (pursuant to the Changes Clause in the Contract). The changes will be directed via Standard Form 30, (Attachment 8) which is the government form of modifications to contracts. If a change is deemed necessary, the contractor will be directed to submit a detailed price proposal in writing to the contracting officer. The AF Form 3052, "Construction Cost Estimate Breakdown," (Attachment 8) may be used for this. The cost proposal will also include a proposal "Summary Recap" which lists the proposal's costs in the following five (5) categories: Materials, Labor, Overhead, Profit and Insurance/Bonds.
- x. The Contractor will be paid once each month for percentage of work completed during the preceding month for projects with a 60-day performance period, or more. Partial payments for projects of less than 60 days will be considered on a case-by-case basis. Invoices (Attachment 9) will be submitted to the Contracting Officer in accordance with the applicable provisions of this contract. Each monthly invoice must include a Contractor Progress Payment Invoice Certification and a breakdown of subcontractor data as listed on the Subcontractor's Payment Register. **IMPORTANT NOTE:** Missing documentation, i.e., weekly payrolls, Progress Reports, certification etc. will be cause to return the invoice.
- y. The contractor is responsible for providing certified payrolls weekly for the prime contractor and each of the subcontractors. Payrolls are to be completed as per Attachment 10. It is important that the payrolls are numbered, the final payroll annotated as "Final" and any "no work" periods annotated as such. The employee name, address, Labor Classification and Group Number that applies to their job classification must be clearly stated and match the Wage and Determination that has been furnished for the contract/delivery order. Copies of the Wage Determination are available at: <http://www.access.gpo.gov/davisbacon/>
- z. Before final payment is requested, the Contractor must obtain final inspection and complete any items on the punch list. Prior to submission of a final invoice, Warranty Letters, (Attachment 11) Release of Claim form (Attachment 11) and any other documentation for the contract/delivery order must be submitted to the Contracting Officer.

- aa. Performance Evaluation. IAW Far 36.201 (a) (1) states “the contracting activity shall evaluate contractor performance and prepare a performance report using the SF 1420, Performance Evaluation (Construction Contracts), for each construction contract of -- \$500,000 or more than \$10,000, if the contract was terminated for default.” A DD Form 2626, Performance Evaluation (Construction) is used instead of the SF 1420. However, guidance at the NGFARS 42.1503 states evaluations shall be accomplished for all actions above the simplified threshold and the guidance at the CCASS website states:

Performance evaluations are required for each construction contract if:

- \$100,000 or higher or at any dollar at the discretion of the Contracting Officer
- \$25,000 or higher if any element of performance is either unsatisfactory or outstanding
- \$10,000 or higher if the contract is terminated for default
- At least annually for IDIQ (Task Order) Contracts

A copy the DD Form 2626 can be found in Attachment 12. For additional information on the CCASS process please use the following website: <http://www.hq.usace.army.mil/CEMP/E/ES/CCASSWEB/>

- ab. The Government has established a Tornado Shelter Areas/Building Guide (Attachment 13) listing the designated shelters by building number. The shelter buildings are to be used for tornado or other emergencies. Personnel and phone numbers are also provided on this list.
- ac. A Glossary of contracting terms has been added for your clarification. The glossary can be found in attachment 14.
2. If your firm should encounter any problems during the period of this contract, please call, write, or e-mail your Contract Administrator or the Contracting Officer. Your effective and timely performance will preclude unnecessary correspondence thereby saving your dollars as a taxpayer.

//Signed//
MARILYN R. HILL
Contracting Officer

GOVERNMENT PERSONNEL

Listed below are key Government Office/Personnel that your firm may need to contact during the performance of any Contract and/or Delivery Order:

<u>OFFICE</u>	<u>NAME</u>	<u>TELEPHONE NO.</u>
127 MSC Contracting Division		586-307-XXXX
Contracting Officer		
MARILYN R. HILL		307-5819
Administrators:		
ROBERT AGUILAR		307-5235
ROBERT AUSTIN		307-2866
STEPHEN WEIDNER		307-4882
KRISTINE HOLMES		307-5867
MARY F. PACE		307-4881
GAIL STECKER		307-5989

127th Base Civil Engineers

Engineer Techs:	5887
Construction Mgmt	4853
Environmental	6259
Bio-Environmental	6258
Base Fire Dept.	468-2001
Fire Inspector	5107
Base Safety Office	5854/5344
Emergency	911

The Contract Administrator, Contracting Officer's Representative (COR) Engineer and Inspector will be identified for each project at the Pre-Construction Conference.

CONTRACT LABOR STANDARDS REQUIREMENTS
(A COPY OF THESE REQUIREMENTS SHALL BE FURNISHED TO EACH
SUBCONTRACTOR)

1. The following information was prepared to assist you in understanding and complying with the Labor Standards requirements in this contract. The employees of your company and those of any subcontractors whose duties are directly related to these provisions, such as payroll clerks and secretaries should find the contents of this letter especially helpful. Compliance to the Labor Standards requirements by your firm and of your subcontractors cannot be overemphasized. Your interim and final performance evaluations may be positively or negatively affected by your ability to comply with Davis-Bacon Act (DBA) requirements.

2. The Labor Standards Requirements in this contract are based on the following Statutes and Regulations:
 - a. Davis-Bacon Act.

 - b. Contract Work Hours and Safety Standards Act.

 - c. Copeland "Anti-Kickback" Act.

 - d. Parts 3 and 5 of the Secretary of Labor Regulations (Part 3 and 5, Subtitle A, Title 29, Code of Federal Regulations).

3. The Statutes and Regulations listed above, and those derived hereunder, have been outlined in brief and should be used in conjunction with your in-depth study of these provisions (Definitions of pertinent terms have been included for your convenience).
 - a. Definition of Terms:
 - (1) "Mechanics and Laborers" means those workers and working foremen who work predominantly with their hands or with tools and equipment, whether employed by a prime contractor or by a subcontractor at any tier. This does not include office workers, superintendents, technical engineers or scientific workers.

 - (2) The "site of the work" may include the sites of job headquarters, storage yards, prefabrication or assembly yards, quarries or barrow pits, batch plants, and similar facilities if they are set up for and serve exclusively the particular construction operation and are reasonably near the site. Transportation of materials, equipment, or personnel to and from the site is included, but such transportation by common carriers, established trucking firms, material suppliers, or manufacturers is excluded.

 - (3) Contracts with bona fide material suppliers or with manufacturers to produce, supply, or deliver items to the site of the work for use in the construction activities are not subject to Davis-Bacon and related Acts, nor is transportation by common carrier over regular routes. However, if such a supplier, manufacturer, or carrier performs as a subcontractor, his laborers and mechanics, including apprentices and trainees, performing at the "site of the work" are subject to the applicable wage determination under this contract in the same manner as the prime contractor.

b. Davis-Bacon Act:

(1) All mechanics and laborers (those workers and working foremen who work predominantly with their hands or with tools and equipment), whether employed or working directly upon the site of the work will be paid not less than once a week. Each worker will be paid not less than the hourly rate shown on his classification in the wage determination.

(2) Fringe benefit payments will be paid in the amount specified in the wage determination. They may be paid by making payment in cash or by making payment to a fund, plan, or program.

(3) Whenever any laborer or mechanic is to be employed in a classification not listed in the wage determination, you are required to submit a statement of the proposed additional classification and minimum wage rate, including fringe benefit payments, if any, to the Contracting Officer for approval. Upon approval, the additional classification and rate shall be posted with the wage determination at the job site. "Requests for Additional Classifications and Rates" (SF 1444) are expected from you whenever you or a subcontractor intends to use a DBA employee classification that is not in the Wage Determination (WD).

(4) Wage rates must be posted on the job site in a prominent place where the employees can easily see them. All employees shall be informed of their own wage rates and classifications.

(5) Violation of any part of this Act may result in the termination of your right to proceed to the work.

c. Contract Work Hours and Safety Standards Act:

(1) Any laborer or mechanic doing any part of the work contemplated by this contract who is required or permitted to work more than forty hours in any work week shall be compensated for such overtime hours at a rate not less than one and one-half times his basic hourly rate of pay.

(2) Violations of the provisions of the Act will result in your being liable to the affected employee for any amounts due, and to the United States government for liquidated damages in the amount of \$10.00 for each calendar day each employee is permitted to work in violation of the Act.

d. Copeland "Anti-Kickback" Act:

(1) No laborer or mechanic can be forced, intimidated, threatened by dismissal for employment, or induced by any other manner to give up any part of the compensation to which he is entitled.

(2) Violation of this Act could result in the violator being fined not more than \$5,000.00 or imprisoned not more than five years, or both.

e. Apprentices:

(1) Apprentices will be permitted to work as such only when they are registered, individually, under an apprenticeship program recognized by or registered with the United States Department of Labor.

(2) Prior to using any apprentices on the work required by this contract, you are required to furnish written evidence of their registration as well as the ratio allowed and the wage rate required to be paid. Apprenticeship Registration must be submitted whenever an apprentice is expected to work on site. The apprenticeship registration from an approved program shows journeyman/apprentice ration and apprentice wage schedules.

f. Payrolls and Basic Records:

(1) You are required to maintain during the course of work and for a period of three year thereafter all payrolls and basic records for all laborers and mechanics working on this contract. The benefits to be realized by your firm and all Subcontractors in keeping complete work records cannot be overemphasized.

(2) You are required to submit one copy of all payrolls to this office weekly. You are responsible for the submission of your subcontractor's Payrolls and for their review to ascertain correctness. Each payroll will be submitted as an attachment to a Weekly Statement of Compliance form that will be furnished by this office. Each payroll will contain the name and address, the correct classification, rate of pay including fringe benefit payments, daily and weekly number of hours worked, deductions made and actual wages paid for each laborer and mechanic employed or working directly upon the site of work. All deductions from wages and the amounts thereof will be inserted on the Weekly Statement of Compliance.

(3) These records will be made available for inspection by authorized representatives of the Contracting Officer and the Department of Labor. You are also required to permit these representatives to interview your employees during working hours on the job.

g. Withholding of Funds: The Contracting Officer may withhold payments due or future payments as may be considered necessary (1) to pay employees on the work (see paragraphs 3b and 3e) of your firm or of any subcontractor (2) for liquidated damages under the clause entitled "Contract Work Hours and Safety Standards Act - Overtime Compensation".

h. Subcontracts: Your firm shall insert the Labor Standards Provisions of this contract in all subcontracts.

i. Contract Termination - Debarment: A breach of the Labor Standards Requirements may be grounds for termination of the contract, and for debarment as provided in 29CFR 5.6.

j. Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions shall be subject to the disputes clause except for disputes concerning classification of wage rates which shall be referred to the Secretary of Labor.

4. Equal Employment Opportunity: In connection with the performance of work under this contract, discrimination against any employee or applicant for employment because of race, religion, color, or national origin is prohibited. The aforesaid provision shall include, but not be limited to, the following: Employment upgrading, termination; rates of pay or other forms of compensation and selection for training including apprenticeship. Posters regarding the above are to be downloaded from the Department of Labor's website: <http://www.dol.gov/osbp/sbrefa/poster/main.htm>. Such posters must be posted in conspicuous places at the job site, available to employees and applicants for employment.
5. A COPY OF THESE REQUIREMENTS SHALL BE FURNISHED TO EACH SUBCONTRACTOR.

CONTRACTING OFFICER'S REPRESENTATIVE INFORMATION

1. Under authority contained in DOD FAR Supplement (DFARS) 201.602-2 and Army Far Supplement (AFARS) in Manual 2, Appendix D and National Guard Federal Acquisition Regulation (NGFAR) 1.602-2-90, a Contracting Officer's Representative (COR) and an Alternate will be identified for each project. Their responsibilities under the appointment are limited to the following:
 - a. Inspection and acceptance of work. Insure materials used are in compliance with Contracting Officer's approved AF Form 3000, Material Approval Submittal. Forward weekly progress reports until the contract is complete. Weekly progress reports will contain individual elements of work for this project.
 - b. Interpretation of specifications and drawings.
 - c. Enforcement of safety requirements.
 - d. Advise the Contracting Officer when new subcontractors, if any, appear on the job site.
 - e. Coordinate signatures and maintain and distribute any Construction Field No-Cost Changes, if applicable, to all appropriate offices.
 - f. Assure that the Contractor complies with contract requirements and report all deviations to the Contracting Officer.
 - g. Conduct a pre-final inspection with the Contractor to assure that the project is ready for final inspection.
 - h. Notify the Contracting Officer when the project is ready for final inspection and assist in the final inspection. Provide a final inspection punch list and SANG Form 0-61, Selfridge ANG Contract Final Inspection Report, at the completion of punch list items. The Contracting Officer is the only one with authority for final acceptance of the work.
 - i. Notify the Contracting Officer immediately regarding differing site conditions and notify the Contracting Officer and engineer of record regarding application issues that cannot be resolved on-site with the Contractor.
2. The COR is not empowered to award, agree to or sign any contract or contract modifications or in any way to obligate the payment of money by the Government. They may not take any action, which may affect contract schedule, funds or scope. The Contracting Officer shall make all contractual agreements, commitments or modifications, which involve price, quantity, quality, delivery schedules or other terms and conditions of the contract. The COR may be personally liable for unauthorized act.

3. The designation as COR is limited to the named individual and is not redelegable. The COR designation shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer. If the COR is to be reassigned or separated from Government service, the Contracting Officer shall be notified sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If the designation is revoked for any reason before completion of this Contract, records will be turned over to the successor COR or obtain disposition instructions from the Contracting Officer.
4. The COR is required to maintain adequate records to sufficiently describe the performance of duties as a COR during the life of this Contract and to dispose of such records as directed by the Contracting Officer.
 - a. A copy of the Letter of Appointment from the Contracting Officer, a copy of any changes to that letter and a copy of any termination letter.
 - b. A copy of the Contract with applicable modifications, plans and specifications, and addendums.
 - c. A record of inspections (AF Form 1477, Construction Inspection Record, or equal) performed and the results. The AF Form 1477/Inspection Record shall be turned over to the Contracting Officer at the conclusion of the contract work.
 - d. A copy of the Contract Progress Schedule and the bi-weekly progress reports.
5. This designation does not authorize the COR to take the following actions, all of which remain the responsibility of the Contracting Officer:
 - a. Make changes to the scope of work and contract price.
 - b. Ordering work stoppage. This action will be directed by the Contracting Officer.
 - c. Extending contract completion date.
 - d. Terminating the contract in whole or in part.
 - e. Request the Contractor to submit proposals for contract modification.
 - f. Certify invoices for payment.
6. The COR may not:
 - a. Direct the Contractor's workforce or have any direct contact with the Contractor's workforce other than the Job Superintendent.
 - b. Disclose upcoming projects and their estimated cost to any Contractor personnel.
 - c. Ask the Contractor to give an estimate of cost and/or repair options for other projects.
 - d. Use Contractor's equipment to access project site due to liability.

7. The COR must take care in all actions to avoid any action or appearance of action that would appear to be an agreement to sign an award, agree to or sign any contract modification thereto, or in any way to obligate the payment of money by the Government.
8. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R
http://www.dtic.mil/whs/directives/corres/pdf/d55007wch1_083093/d55007p.pdf sets forth standards of conduct for all personnel directly and indirectly involved in contracting.
9. A COR who may have direct or indirect financial interest which would place him/her in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise the supervisor and the Contracting Officer of the conflict so that appropriate actions may be taken. COR's shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's conduct of business with the private sector.