

Case 08-07 Maricopa County request the following revisions to section 109 be added to the proposed case revisions:

SECTION 109

MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT, add the following:

109.2.1 Scope of Payment:

The "COMPLETE IN PLACE" rate shall include but not necessarily be limited to all labor, material and equipment costs for preparation, installation, construction, modification, alteration or adjustment of the items, which shall include all costs for salaries and wages, all payroll additives to cover employee benefits, allowances for vacation and sick leave, company portion of employee insurance, social and retirement benefits, all payroll taxes, contributions and benefits imposed by any applicable law or regulation and any other direct or indirect payroll-related costs. The rate shall also include but not necessarily be limited to all costs for indirect charges or overhead, mileage, travel time, subsistence, materials, freight charges for material to Contractor's facility or project site, equipment rental, consumables, tools, insurance to the levels specified in Section 103.6, CONTRACTOR'S INSURANCE, all applicable taxes, as well as Contractor's fee and profit. This rate shall further include all site clean-up costs and hauling of construction debris to disposal sites designated by the Engineer.

109.2.2 Payment

Payment will be made for only those items listed in the proposal and will not be made in accordance with the measurement and payment provisions of the Uniform Standard Specifications where those provisions differ from the items listed in the proposal. All materials and work necessary for completion of the project are included in proposal items. Work or materials not specifically identified by a proposal item are considered as included in the unit price of related proposal items.

Payment will not be made for unused materials.

109.2.3 Sales Tax

It is the Contractor's responsibility to contact all municipalities in the area to determine if they will charge Contractor sales taxes or any other fees for project work. Any such taxes or fees shall be paid by Contractor.

109.4 COMPENSATION FOR ALTERATION OF WORK

Revise the first sentence of Section 109.4.1 (B) to read "For an increase greater than 20 percent in either the total cost of the contract or the total cost of a major item, any adjustment made will only apply to that cost in excess of 120 percent of the original extended unit price bid."

Section 109.10 is added as follows:

109.10 MOBILIZATION/DEMobilIZATION

The Agency will compensate Contractor for one-time, round trip mobilization /demobilization of Contractor's personnel, equipment, supplies and incidentals, establishment of offices, buildings and other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Mobilization/demobilization will be measured for payment by the lump sum as a single complete unit of work.

Payment for mobilization/demobilization, measured as provided above, will be made at the contract lump sum price. Payment shall be made in equal one-third portions. The first payment will be paid with Contractor's initial billing. The second payment will be made when the total payments to the Contractor for the pay items, exclusive of payments for mobilization/demobilization, equals one-half of the initial contracted amount, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due Contractor.

When other contract items are adjusted as provided in Section 109, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by Contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 109.

If the Contractor performs a second mobilization/demobilization of personnel, material and/or equipment at the Engineer's express written request, the Agency will compensate the Contractor for such expenses at the Contractor's actual costs. The Contractor shall provide all documentation for these costs at the request of the Engineer.