

**CITY OF FARGO SPECIFICATIONS
EXTRA WORK**

**PART 1
DESCRIPTION OF WORK**

When directed in writing by the Engineer to do so, the Contractor shall furnish material and do extra work not otherwise provided for by the terms of the contract; but which may be connected with or necessary for the completion of the work. Such material and work shall be furnished and done as part of the contract and subject to its provisions and at such prices as may be agreed upon by the City Engineer and the Contractor.

The cost of the extra work will be determined by one or more of the following methods:

1. By an acceptable lump sum proposal from the Contractor.
2. By unit contract prices contained in the contract proposal, or by unit prices mutually agreed upon by the Contractor and the Engineer.
3. By Force Account.

It shall be the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the City Engineer. No compensation for extra work or any other change in the contract will be allowed unless the extra work or change has been authorized in writing by the Engineer, and the compensation or method of determining such compensation is stated in such written authority.

**PART 2
MATERIALS**

THIS SECTION NOT USED.

**PART 3
CONSTRUCTION**

THIS SECTION NOT USED.

PART 4
GUARANTEE, MEASUREMENT & PAYMENT

4.1. GUARANTEE

The guarantee shall be per the contract.

4.2. FORCE ACCOUNT

In the event of a disagreement, extra work shall be done on a force account basis and will be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendents services, timekeeper's services, premium on bond, and all other overhead expenses incurred in the prosecution of the extra work done by a force account basis. Payment will be made as follows:

A. MATERIALS

For all materials purchased by the Contractor and used in this specific work, he will receive the actual cost of the material including freight charges, as shown on the original receipted bills for materials and freight, to which will be added the amount equal to 25% of the sum thereof, which will cover all profit and overhead.

B. LABOR

For all labor and foremen engaged in the specific operation, the Contractor will receive the wage prevailing and paid on the project for each and every hour that such labor and foreman are actually engaged in such work. In addition, the current payroll taxes, to include Workman's Compensation insurance premiums and the actual social security taxes computed on the base wage rate for the class of work involved, shall be added to the wages per hour. To the sum of the hourly wages and the payroll taxes, an amount equal to 25% of the sum thereof may be added, which will cover all profit and overhead.

Payrolls and affidavits will be required if the labor rates appear excessive.

C. EQUIPMENT RENTAL

The equipment rental rate without operator will be determined by the Rental Rate Blue Book published by the Equipment Guide Book Company. The monthly rate for the specific equipment used will be divided by 176 hours to determine the hourly rental rate. To this amount the estimated operating cost per hour will be added. The operator shall be included in the labor portion of the force account.

4.3. EXTRA WORK BY SUBCONTRACTORS

For any Force Account work performed by a Subcontractor with the written authorization of the Engineer, the Contractor will receive an additional allowance for administrative and overhead expense. The additional allowance will be a percentage of the Force Account work performed by the Subcontractor equal to 10% of the first \$10,000 plus 5% on the balance in excess of \$10,000

4.4. BILLS FOR EXTRA WORK

On or before the 30th day succeeding the completion of the extra work authorized by the Engineer with a "Contractor's Order", the Contractor shall present to the City Engineer the original "Contractor's Order" together with a full and complete itemized statement of such extra work, with the date of completion of the work mentioned therein, and upon certification by the City Engineer or his authorized representative as to the correctness of such items with regard to the amount and character of labor performed and materials furnished under such "Contractor's Order", the City Engineer shall enter the same as part of the estimate of the amount due the Contractor, and he shall not be entitled to pay for any such extra work in which he fails to present the "Contractor's Order" within the time and in the manner above mentioned.

The Contractor's itemized statement shall be prepared using the following sample extra order as a guide:

ABC CONSTRUCTION CO.
1234 AGREEABLE AVE.
FARGO, N. D.

JOB: Sanitary Sewer, Water Main,
 & Storm Sewer - ID # 5001

LOCATION: Pleasant Addition

TO:

City of Fargo
 City Engineer
 City Hall
 Fargo, ND

EXTRA ORDER NO. 1 DATE WORK PERFORMED: 7/12/2012

DESCRIPTION OF EXTRA WORK COMPLETED:

Relocate hydrant at Compliant Blvd. & Friendly St. S.

MATERIALS:

14' Of 6" PVC Watermain	@	\$20.00/LF =	\$280.00
26.5 Tons of Gravel Backfill	@	\$12.00/TN =	<u>\$318.00</u>
Subtotal			\$598.00
Plus 25% Overhead and Profit			<u>\$149.50</u>
TOTAL MATERIALS			\$747.50

LABOR:

Sam Spade	3 Hours @	\$30.00 =	\$ 90.00
Paul Maul	3 Hours @	\$24.00 =	\$ 72.00
Jake Rake	3 Hours @	\$20.00 =	\$ 60.00
Mike Spike	1.5 Hours @	\$16.00 =	<u>\$ 24.00</u>
Subtotal			\$246.00
Plus 24% Payroll Taxes			<u>\$ 59.04</u>
Subtotal			\$305.04
Plus 25% Overhead And Profit			<u>\$ 76.26</u>
TOTAL LABOR			\$381.30

EQUIPMENT RENTAL:

John Deere 160DLC	3 Hours @	\$82.52	<u>\$247.56</u>
(\$40.57 Base + \$41.95 Operating. Cost)			

GRAND TOTAL LABOR, MATERIAL, & EQUIPMENT **\$1,376.36**