### SECTION 109 – MEASUREMENT AND PAYMENT

* 1. **CONSTRUCTION CONFLICTS AND ADDITIONAL WORK**

***ADD THE FOLLOWING TO PARAGRAPH “E.6” OF THIS SUBSECTION:***

c. No payment will be made for labor performed on force account work until the Contractor shall furnish to the Contracting Agency the base rates as defined in USS Section 109.03.E.3.

***ADD THE FOLLOWING SUBSECTION:***

* 1. **CONSTRUCTION CONFLICTS AND ADDITIONAL WORK**
1. This work shall consist of repairing, rebuilding, relocating, replacing, constructing or reconstructing any surface or sub-surface improvements which cannot be paid by extending bid items and which are not shown on the drawings, or not otherwise covered in these Special Provisions. Such work shall be performed in accordance with the Standard Specifications Standard Drawings, and these Special Provisions and as directed by the Engineer.
2. The work shall include, but is not limited to, supplying all labor, material, equipment, and transportation necessary to repair, rebuild, remove, relocate, replace, construct or reconstruct any surface or subsurface improvements which are not shown on the plans and or otherwise addressed in the contract documents. Such work shall be performed in accordance with the USS, USD, and Special Provisions and/or as directed by the Engineer.
3. This bid item is present in the Contract documents to account for corrections, alterations, or modifications of the work that are not included in the Contract and are approved by the Engineer, and increase the amount of work to be done.
4. Construction Conflicts may be tracked using Construction Change Directives.
5. Measurement for work under this item shall be based on the actual quantities of a similar item, negotiated lump sum of the actual labor, material and equipment used to perform the work, or on a Force Account basis. The method of payment shall be determined by the City. No work shall occur nor shall payment be made without prior authorization of the City.
6. "Construction Conflicts and Contingency Allowance." has been entered into the bid schedule under bid item number 109.0001, The bidder shall include this amount in the total base bid base amount. Additional Work authorized through construction change directives or change orders issued in accordance with Contract Documents and accepted by the Engineer will be deducted from and paid through the Allowance specified in this subsection.
7. Funds associated with changes to contract work scope resulting in a credit to the owner shall revert to the "Construction Conflicts and Contingency Allowance," bid item number 109.0001. At the Owner’s discretion, these funds may be reallocated for other project work or be retained by the owner upon contract completion.

**109.06 partial payment**

***ADD THE FOLLOWING TO THIS SUBSECTION:***

K. Invoices may not be submitted for payment until the Project Baseline Schedule has been accepted and approved by the Engineer.

L. Invoices may not be submitted for payment until the Survey cut sheets have been submitted pursuant to Section 622.

M. Prior to monthly payment being processed the following will be required: traffic control checklist, monthly schedule update, SWPPP report, monthly QC report, photo log, and superintendent daily reports.

**109.07 ACCEPTANCE AND FINAL payment**

***DELETE PARAGRAPH B IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:***

B. Final acceptance of the work by the Contracting Agency shall be withheld until the Contractor furnishes all certificates, guaranties, releases, certified payroll records, affidavits, approval letter of NPDES permit termination (NOT) from NDEP, etc., required by these specifications or the Special Provisions.

NOTE: THE CITY HAS DETERMINED THAT THE FOLLOWING SECTION IS TO BE INCLUDED ON ALL NON-FEDERAL PROJECTS OVER $500,000.

***ADD THE FOLLOWING SUBSECTIONS TO THIS SECTION:***

**109.60 EXTENSION OF QUANTITIES**

1. The extension of quantities for the purpose of paying for unrelated items of work shall not be permitted. Only in kind pay item quantities will be allowed to be extended for additional work, for example, plantmix bituminous surface will only be extended for additional plantmix bituminous surface, or concrete sidewalk will only be extended for additional concrete sidewalk, etc.

**109.61 UNSETTLED CLAIMS**

A. If the Contractor and Engineer cannot agree on a negotiated cost for the additional work, the Engineer may give the Contractor a written notice to proceed with the additional work. The Contractor shall then expeditiously perform the work as required and the additional compensation for such work shall be paid under Subsection 109.03, "Extra and Force Account Work." However, if the Contractor deems that any additional compensation is due him for the additional work, the Contractor may file a claim in accordance with Subsection 105.17, "Claims for Adjustments and Disputes."

**109.70 CONTRACTOR EVALUATION NOTIFICATION**

1. The City of Las Vegas Public Works Department has instituted a post construction process of Contractor Evaluation. This performance evaluation will encompass all aspects of project performance and responsiveness to all job related issues. These can and will include: adherence to schedule; expertise shown in field and management personnel; quality of the finished product; response to changes and project closeout. Additional items will include: compliance to Contract Documents; compliance with labor laws and Equal Opportunity Contracting Policy (EOCP); and overall cooperation of the Contractor and sub-contractors. This evaluation will be done with the input from relevant City of Las Vegas Departments and may include outside consultants.

NOTE: DO NOT INCLUDE B. ON CMAR OR FEDERAL PROJECTS.

1. A performance evaluation score of 4.0 or higher may result in a bonus payment to the Contractor of up to one-half of one percent (0.5%) of the final contract amount (not to exceed $20,000.00).
2. Substandard performance may result in temporary bidding suspension, lasting a maximum of twelve months, on future City of Las Vegas related projects beginning in the next annual quarter.
3. Results will be sent via registered mail to the company Principals as recorded by the Nevada State Contractor’s Board.

NOTE: THE CITY HAS DETERMINED THAT THE FOLLOWING SECTION IS TO BE INCLUDED ON ALL DESIGN-BID-BUILD PROJECTS. VERIFY THAT FUNDING SOURCE(S), ESPECIALLY FEDERAL, WILL PAY FOR THIS ITEM. DO NOT INCLUDE ON CMAR OR FEDERAL PROJECTS.

**109.71 COMPENSATION FOR OWNER INITIATED TIME EXTENSIONS**

1. Any claim by the Contractor for additional compensation for time extensions to the Project Schedule caused by the Owner shall be subject to the requirements of this Section. The parties agree that for the Owner initiated time extensions which the Owner agrees to pay, or is found liable for payment, shall be based on the unit price set forth herein. The unit price for additional compensation is composed of the allowance established by the Owner based upon the Contracting Agency’s historical experience with the cost of Owner initiated time extensions plus the additional amount bid by the Contractor per day for the time extension. The unit price multiplied by the number of days that the Owner initiated time extension impacts the Project Schedule shall be the full compensation due the Contractor for all time extension related costs, both direct and indirect, connected to the Project, including, but not limited to, home and field office overhead, supervision costs, and opportunity costs, except traffic control costs which will be paid on a per day basis in accordance with Sections 624 and 625. The Traffic Control per day costs shall be calculated by dividing the lump sum amount by the original contract duration. Equipment standby costs shall be compensated at 50% of the hourly rate to be paid for each piece of idle equipment, which shall be calculated from the weekly rate divided by 40 with a maximum of 8 hours in any 24 hour period, as determined in the *Rental Rate Blue Book for Construction Equipment*, Volumes 1-3. Standby equipment rental rates will not include the estimated operating cost due to inactivity. Owner initiated time extensions shall mean the time extensions authorized by Time Impact Analysis (TIA), as set forth in Section 108.08 of the Standard Specifications and these Special Provisions.
2. If the Owner initiated time extension for which the Contractor is seeking additional compensation is concurrent with (i) an excusable time extension as defined in Section 108.08, (ii) with a time extension which is beyond the control of the Owner, or (iii) with a time extension caused by the Contractor, the Contractor shall not be entitled to any additional compensation for that portion of time during which the time extensions are occurring concurrently. In no event shall the Contractor be entitled to any additional compensation on the basis that an early completion date in the Project Schedule was anticipated or planned for by the Contractor. If the Contractor experiences multiple concurrent Owner initiated time extensions which are not concurrent with any other time extensions, compensation will be paid for one Owner initiated time extension only based upon the bid price day per calendar day set forth in this Section.
3. Any time extension costs incurred while performing additional work on a force account basis shall be considered as compensated for within the markups allowed in Subsection 109.03 “EXTRA AND FORCE ACCOUNT WORK.” Owner initiated time extensions will not be added to extra work or force account markups.
4. This is an allowance item that will be paid for the actual quantity used, and is not subject to price re-negotiation based on quantity variance from the bid quantity of days. The claim for additional compensation submitted by the Contractor shall be evaluated by the City and, if deemed valid, paid pursuant to this Section. Section 104.02 of the Standard Specifications does not apply to this item.
5. In the case that the owner initiates a “stop work” on the project, the contract days will not be affected, per Section 108.06 of the Standard Specifications, and bid amounts for Owner Initiated Time Extension will not be paid. The Contractor will, however, be allowed compensation for actual costs associated with demobilization, remobilization, site security, traffic control, temporary pavement, including asphalt and concrete patches, and compliance with section 637 “Pollution Control”.
6. The Owner initiated Time extension Allowance shall be $XXXX (NOTE, FOR LARGE STORM PROJECTS $500/DAY HAS BEEN USED) per day. The Owner initiated Time extension Amount in Addition to Allowance will be paid for at the contract unit price per day and shall be in an amount as bid by the Contractor. NOTE TO SPEC. WRITER: ON THE BID SCHEDULE FOR BID ITEM 109.0010 YOU WILL PROVIDE THE UNIT COST AND THE NUMBER OF DAYS, FOR BID ITEM 109.0020 YOU WILL PROVIDE THE NUMBER OF DAYS, THE NUMBER OF DAYS CAN LOOSELY BE CALCULATED AS ABOUT 10% OF THE TOTAL NUMBER OF DAYS IN CONSTRUCTION.

**METHOD OF MEASUREMENT**

**109.80 MEASUREMENT**

Measurement for construction conflicts and additional work will be in accordance with the approved change orders and deducted from the allowance amount specified in item 109.0001.

Measurement for OWNER INITIATED TIME EXTENSION ALLOWANCE and OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE will be paid per day as approved by the Engineer.

**109.81 PAYMENT**

1. Payment will be made under:

|  |  |  |
| --- | --- | --- |
| **ITEM NO.** | **ITEM DESCRIPTION** | **UOM** |
| 109.0001 | CONSTRUCTION CONFLICTS AND CONTINGENCY ALLOWANCE | ALLOW |
| 109.0010 | OWNER INITIATED TIME EXTENSION ALLOWANCE (NOTE: YOU WILL PROVIDE THE NUMBER OF DAYS AND THE AMOUNT PER DAY ON THE BID SCHEDULE FOR THIS ITEM) | DAY |
| 109.0020 | OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE (NOTE: YOU WILL PROVIDE THE NUMBER OF DAYS ON THE BID SCHEDULE FOR THIS ITEM AND IT WILL BE THE SAME NUMBER OF DAYS YOU PROVIDE FOR ITEM 109.0010) | DAY |

**END OF SECTION 109**