

The actual cost of the work shall include such of the actual net expenditures of the contractor in the performance of the work as may be approved or ratified by the engineers and as are included in the following items:—

Actual Cost of Work

(a) Wages and salaries paid laborers, mechanics, watchmen, general foreman, bookkeepers, instrument men, foremen, timekeepers, auditor, stock clerks and other employees actually engaged on the work, and team hire; the number and qualifications of each to be determined by the engineers.

(b) Materials and supplies, including fuel, oil and power, hand tools not owned by the workmen, equipment for plant (such as timbers in derricks, lines for hoisting engines, pipes and hose for air tools), and tools wholly or partially consumed on the work.

(c) Building and equipment for necessary field office and the cost of maintaining and operating said office, including incidental expenses, such as telegrams, telephone service, expressage and postage.

(d) Rental on plant and equipment supplied for the work at 3 per cent. of its value per month for the calendar months or parts thereof from its installation at the site until its removal is directed or authorized by the engineers; the cost of unloading plant and equipment at the site and of re-loading it for shipment upon completion of the work; the freight on the plant and equipment from its present position to the site of the work (but not return freight upon the plant and equipment from the site of the work to its origin). Whenever the total rental paid for any element of plant shall equal 50 per cent. of the value of such element on which the rental is based, no additional rental will be paid for such element, but it shall be continued on the work as much longer as desired, rent free.

(e) Permit fees, royalties, premiums on insurance, including public and employer's liability, fire and other insurance, and such losses and expenses not covered by insurance or otherwise, as are found by the engineers to have been actually sustained by the contractor, in connection with the work, and to have clearly resulted from causes other than the fault or neglect of the contractor.

(f) Transportation and legitimate expenses involved in procuring and bringing labor, mechanics or other employees to the work and in expediting the production and transportation of material and equipment; freight and other transportation charges (but not transportation or travelling expenses of contractor's executive officers or general superintendent in charge of the work).

(g) Such other items of expense as should, in the opinion of the engineers, be included in the cost of the work. When such an item is allowed by the engineers, it shall be specifically certified as being allowed under this paragraph.

Profit Fee

The profit fee paid to the contractor shall be deemed to cover and include the contractor's profit, the use of his organization, his skill and energy, overhead expenses, administrative expenses, services of contractor's executives giving occasional attention to work, services of the general superintendent devoting all his time to the work, all contractor's legal expenses, interest on money used, taxes, all expenses of any office or offices of the contractor other than the field office on the work, maintenance and repair of the plant items he furnishes, and all other expenses deemed by the engineers not a part of the actual cost of work as herein defined.

Plant

The contractor shall furnish at such times as the engineers many direct or approve, all plant and equipment considered by the engineers necessary or desirable for the conduct of the work. Plant shall be defined as boilers, hoisting engines, pumps, air compressors, locomotives, dump cars, rails and splices for railway tracks, concrete mixers, concrete and hoists and chutes, clam shell and other buckets, derrick irons, iron fittings for travellers, electric motors, electric control-ers and transformers, electric or air drills, electric or air

hammers, engineers' levels and transits, electric or steam hoists, locomotive cranes, power saws, power-operated tools, wagons, bottom-dump wagons, wheel scrapers and slips, motor trucks and such other plant and equipment which, in the opinion of the engineers, is of similar character. All such plant and equipment shall be delivered at the site complete with all necessary parts and attachments in sound and workable condition ready to be operated. (Plant is not expected to be delivered equipped with lines for hoist engines, hose for pumps and air tools, wiring for electrical machinery, and similar plant accessories, except that conveyors or similar equipment shall be complete with wire ropes.)

When such plant and equipment, or any part thereof, shall arrive at the site of the work, the contractor shall file with the engineers a schedule setting forth the fair valuation at that time of each part of such construction plant. Any evidence of such valuation, required by the engineers, shall be furnished and such valuation shall be deemed final unless the engineers shall, within ten days after the plant and equipment have been installed and are working, modify or change such valuation, in which event the valuation so fixed by the engineers shall be deemed final.

Plant and equipment shall be delivered to the site of the work at times which may be approved by the engineers and rental will be paid for the plant and equipment from the date of unloading, if required to be immediately installed, or from the date of installation authorized, until its removal is authorized by the engineers.

The contractor shall, at his own expense, maintain all plant elements on which rental is paid, in good operating condition, and shall replace broken parts or elements consumed. All costs incident to the operation of plant shall be paid as part of the actual cost of the work, but costs incident to the maintenance or repair or replacing broken or defective parts shall be considered as covered in the rental allowance for plant, and shall be paid for by the contractor. In case of plant damaged or destroyed by accident, not incident to the operation of the plant and not the fault of the contractor, but due to unusual and unforeseen causes, the restoration and repair of the plant elements on which rental is being paid, if the engineers so direct, shall be included as part of the actual cost of the work.

Wages, Materials and Prices

The wages paid for labor and the prices for material shall not exceed the usual prevailing prices for labor and material of the kind and character paid in Kansas City, Mo., without the prior consent and approval of the engineers. All materials and supplies shall be purchased upon prior requisitions approved by the engineers. Unless otherwise approved by the engineers, purchases shall be made after competitive prices are received by the contractor, which must be as low as those generally prevailing in Kansas City, Mo. The contractor shall furnish to the engineers schedules of the materials necessary for the work from time to time, and shall submit the prices at which the contractor can purchase such materials. Purchase shall be made after approval by the engineers unless the city, through the engineers, should secure other and lower and more satisfactory prices for the given schedule of materials.

Sale of Materials

Upon the completion of the work all materials, supplies, tools and elements which have been included under actual cost of the work and which are not entirely consumed, shall be sold or disposed of as directed by the engineers, and the amounts derived from such salvage value shall be applied to a reduction of the actual cost of the work.

The contractor will be held responsible for a proper accounting of all such materials, supplies, tools and elements, and will be charged for any which cannot be produced or be shown to have been wholly or partly consumed in the work. The parts of broken tools and other such elements as may be consumed in the work shall be produced at the end of the job or at intervals throughout the job so that they may be

(Concluded on page 445)