RATES AND MARK UPS

1. **CONTRACTOR'S LABOR RATES**
   1. It is understood and agreed that the cost of all of the following items shall be included in the Contractor's Labor Rates. These are not intended to be a complete listing.
      1. Salaries of the Contractor's executive officers and office employees in whatever capacity employed, including such time as is spent at the job site or elsewhere in connection with the work, or time spent in consultation with University's representatives. *However, there is to be no reimbursement for preparation of NTE price quotation for requested moving services.*
      2. Expenses incurred in conducting the Contractor's business and his offices wherever located.
      3. The Contractor's legal expense in connection with any work under the Contract.
      4. Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.
      5. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, Vehicle Insurance on tools and equipment as stipulated in the Specifications.
      6. Fringe benefits for health and welfare, Workmen's Compensation insurance , vacations, holidays and pensions shall be furnished by the Contractor.
      7. Tools and moving equipment of all types including maintenance, loss and breakage as required to complete the work.
      8. Overtime or incentive pay.
      9. Accounting records.
      10. All costs incurred by the Contractor in connection with the Guarantee as specified.
      11. Overhead of general expenses of any kind not expressly indicated in the Specifications.
      12. All overhead and profit associated with labor.
      13. Trucking, including use of truck and all fuel, depreciating, maintenance, and repair costs.
      14. Expense incurred in complying with the labor and equal opportunity provisions of the Contract.
      15. Travel costs for Contractor's business operation or employees’ residence to job site of University of Maryland Baltimore County.
      16. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.
   2. The University will reimburse the Contractor as "labor cost" as follows:
      1. Only for laborers, drivers, packers, etc. at the scale or hourly cash wages as designated in the Contractor's Proposal Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above.
      2. Contractor's Lead Move Supervisor at the scale or hourly cash wages as designated in the Contractor's Proposal Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above.
      3. Contractor's Account Manager, when required, at the scale or hourly cash wages as designated in the Contractor's Proposal Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above. (No reimbursement for preparation of NTE price is allowed.)
   3. The University will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of a change order amendment to the letter of acknowledgement or purchase change order as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the University on a particular object or project.
   4. In the event an emergency exists which would require immediate overtime work, an authorized representative of the University shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the University within twenty-four (24 ) hours of such work with a change order amendment to the letter of acknowledgement or purchase order to be issued within one (1) week of such work.
   5. In the event that overtime work is required by the University it will be recognized as a "job cost" only if a change order amendment to the letter of acknowledgement or purchase change order has been issued to the Contractor's not-to-exceed price. The overtime work shall be limited to work and time approved in advance of its performance and paid at the recognized premium rate.
   6. Incentive payment or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted Labor Rates per A above.
2. **”JOB COSTS" WHICH THE CONTRACTOR WILL BE REIMBURSED (Material, Subcontractor &**

**Equipment Rental on a cost plus fixed percentage mark-up per the Contractor's Proposal Price).**

* 1. The net cost of all materials (i.e. boxes, bubble wrap, tape, etc.) at the quoted rates, including applicable federal or state taxes and delivery to the University will be applicable for payment .
  2. All payments made for subcontractors cost plus fixed percentage mark-up. (Such subcontractors must have been itemized on the NTE price provided to the University.)
  3. All payments made for special equipment rental cost plus fixed percentage mark-up. (Such equipment rental must have been itemized on the NTE price provided to the University.)

1. **RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR**
   1. Records: All the below listed items, records and reports shall be furnished to the University as required by the Contractor's office staff (the cost of which is included in the Contractor’s quoted labor rates). See paragraph B. below as to documentation to be provided by the Contractor Certificates of Payment. When requested by the University, the Contractor is required to furnish any records within ten (10) days of the request. The following records shall be retained by the Contractor for three (3) years after completion of a project.

Purchase Orders and invoices for materials inclusive of tool rentals as well as proofs of payments (cancelled checks);

Subcontract agreements as well as proofs of payments (cancelled checks); and,

Payroll records for all of the General Contractor's personnel inclusive of the Account Manager and Lead Move Supervisor and trade people.

Final billings on the assigned moving projects must be submitted with a Final Release Form to the University for processing. Failure to submit this required release form will result in the final invoice returned to the Contractor for compliance.

* 1. Billing Format:
     1. With each invoice, the Contractor is to attach the following backup information.
        1. Copies of delivery receipts verifying materials provided inclusive of transportation charges.
        2. Statement of labor costs inclusive of name, classification, total hours for each, rate and extension total for work performed by the Contractor's own forces.;
        3. Copy of any subcontractor's and/or approved equipment rental invoices which are applicable.
        4. Statement verifying trucks/vans used.