
MEASUREMENT AND PAYMENT

PART I: GENERAL

1.1 GENERAL REQUIREMENTS

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.2 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Project Manager shall determine payment.
- B. When actual work requires greater or lesser quantities than those quantities indicated in the Unit Price Forms, provide required quantities as approved by the Project Manager at Unit Prices contracted.

1.3 APPLICATION FOR PROGRESS PAYMENT

- A. Progress payments shall be based on the Project Manager's observations and evaluations of quantities incorporated in the Work multiplied by Unit Price.
- B. Interim payments for stored materials shall be made only for materials to be incorporated under items covered in unit prices. Only material that is stored on-site and in quantities verified by the Project Manager shall be allowed for payment.
- C. Attach the following to each application in this order:
 - 1. Contractor Pay Application.
 - 2. Time Request, if applicable.
 - a. All weather request or delays due to acts outside of the Contractor's control shall be submitted on this document with each application for payment. Failure to do so during the period covered by the application shall result in no time being given at all. No Exceptions. Time shall not be accumulated and added at the end of the Contract.
 - 3. Progress Schedule, updated and current, indicating the progress through the period covered by the application and scheduled progress through completion of the Work.
- D. Payment for Change Orders shall be based the Project Manager's observation after change order work is completed. Any work started or completed on a change order that has not been approved shall not be applicable for payment.

1.4 APPLICATION FOR PAYMENT AFTER SUBSTANTIAL COMPLETION

- A. The Contractor shall request an inspection for substantial completion in

writing to the Project Manager.

- B. The Project Manager and other appropriate entities shall, on a date set by the Project Manager, review the Work. If all are in agreement that the Work is substantially complete, the Project Manager shall issue Certificate of Substantial Completion and Punch List.
- C. After the Contractor has received the Substantial Completion certificate, the Contractor shall submit application for payment with the following requirements:
 - 3. Reduction in retainage as allowed by Section 00500 – General Conditions.

1.5 APPLICATION FOR FINAL PAYMENT

- A. The Project Manager and the Contractor shall review all items listed on Document 00785 – Punch List and verify that all items are complete before executing the following steps for Final Application.
- B. Submit Document 00940 – Contractor Pay Application and Document 00945 – Contractor Pay Request with the following attached:
 - 1. Document 00790 – Contractors Certification of Final Completion.
 - 2. Document 00775 – Certification of Payment to Subcontractors and Suppliers.
 - 3. Document 00800 – One-Year Maintenance Bond.
 - 4. Document 00805 – Extended Warranty Maintenance Bond, if required.
 - 5. Final Balancing Change Order for any unused items.
 - 6. All Operation and Maintenance Manuals.
 - 7. All Project Record Documents as required by Section 01785 – Project Record Documents.
 - 8. As-built Drawings.
- C. The Project Manager, upon receipt of all documents in paragraph 1.5.B of this Section, shall schedule Final Acceptance at the next regular City Council meeting.
- D. Once the City Council has accepted the project, the Project Manager shall send the Contractor Document 00795 – Notice of Final Completion and release the Final Payment to the Contractor.

1.6 NONCONFORMANCE ASSESSMENT

- A. Remove and replace work, or portions of the Work, not conforming to the Contract Documents.
- B. When not practical to remove or replace work, Director of Engineering shall direct one of the following remedies:
 - 1. Nonconforming work shall remain as is, but Unit Price shall be adjusted lower at the discretion of the Director of Engineering.
 - 2. Nonconforming work shall be modified as directed by the Director of Engineering and the Unit Price shall be adjusted lower at the discretion of the Director of Engineering, when

modified work is deemed less suitable than that originally specified.

- C. Specification sections may modify the above remedies or may identify a specific formula or percentage of price reduction.
- D. Authority of Director of Engineering to assess nonconforming work and identify payment adjustment is final.

1.7 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment shall not be made for any of the following:
 - 1. Products wasted or disposed of in an unacceptable manner.
 - 2. Products determined as nonconforming before, during or after placement.
 - 3. Products not completely unloaded from transporting vehicles.
 - 4. Products placed beyond lines and levels of required work.
 - 5. Products remaining on hand after completion of the Work, unless specified otherwise.
 - 6. Loading, hauling and disposing of rejected Products.
 - 7. Products, either new or existing, that were damaged by the Contractor or one (1) of the Contractors subs.

PART II: PRODUCTS – NOT USED.

PART III: EXECUTION – NOT USED.

END OF SECTION