

SECTION 8 - MEASUREMENT AND PAYMENT

8-1 MEASURING QUANTITIES FOR UNIT PRICE WORK

Unless otherwise specified, quantities of Work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis. Sewer house branches will be measured from the sewer main in the horizontal plane. Unless otherwise provided in the Special Conditions, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension.

8-1.1 Methods of Measurement

Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections involved.

8-1.2 Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weigh masters certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

8-1.3 Units of Measurement

Measurements shall be in accordance with U. S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

8-2 PAYMENT

The Engineer will, after award of contract, establish a monthly payment date. This date will be the date during the life of the Contract, which will terminate each Working month. Each month, the Engineer will make an approximate measurement of the Work performed to that date and estimate its value based on the contract unit prices. When the Work has been satisfactorily completed, the Engineer will determine the quantity of Work performed and prepare the final estimate of the value thereof.

From each progress estimate, 10% will be deducted and retained by the City, and the remainder less the amount of all previous payment will be paid to the Contractor. After 50% of the total contract price has been reached if progress on the Work is satisfactory, the deduction to be made from the remaining progress estimates and from the final estimate may be limited to \$500 or 10% of the first half of the total contract amount, whichever is greater. The City retains the option, at its discretion, to reduce any retained amount by payment to the Contractor upon conditions or otherwise.

The Engineer may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any certificate to such extent as may be necessary to protect the City from loss on account of defective Work not remedied, claims filed, or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments

properly to subcontractors or laborers or material-men, a reasonable doubt that the Contract can be completed for the balance then unpaid, or damage to another contractor, or any one or more of said reasons.

The quantities listed in the bid documents do not govern final payment. Payments to the Contractor will be made only for the actual quantities of contract items constructed in accordance with the Plans and Specifications. If, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the bid documents, the contract unit prices will still prevail.

Payment will not be made for materials wasted or disposed of in a manner not called for under the contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the plan lines. Unless otherwise provided, no payment will be made for materials delivered to the site but not incorporated in the Work. Such quantities will not be included in the final pay quantities. No compensation will be allowed for disposing of rejected or excess material.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the Work done up to the time of such payments. "Acceptance" shall mean only written acceptance signed by the Engineer. Acceptance by the City and the Engineer will be made promptly after the contract has been fully completed, final inspection made, and the final certificate of the Engineer issued. In judging the Work, no allowances for deviations from the Specifications will be made, unless already accepted in writing at the times and in the manner provided in the Specifications.

Should it become necessary, due to developed conditions, for the City to occupy any portion of the building, or any part of any equipment, before the Contract is completed, such occupancy shall not constitute an acceptance-of any part of the Work, unless so stated in writing by the City.

Immediately after the date of issuance of certificate of final completion by the Engineer, the amount deducted from the final estimate and retained by the City will be paid to the contractor except such amounts as are required by law or as are authorized by the contract to be further retained, and provided that the following requirements of the Contract have been fulfilled:

1. Reimbursement to the City for all tests and inspections, as required by the specifications;
2. Satisfactory completion of all construction Work and written acceptance of said Work by the Engineer and the City;
3. The submission by the contractor to the Engineer for transmittal to the City of all required written guarantees;
4. The submission by the Contractor to the Engineer of "as-built" transparencies and two complete sets of "as-built" prints;
5. The return to the Engineer of all drawings and written Specifications loaned to the Contractor during the construction period.

If within the time fixed by law, a properly executed stop notice is filed with the City due to contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

Payments for Work performed or materials furnished under an assessment proceedings contract will be made as provided in the particular proceedings or legislative act under which such contract was awarded.

Notwithstanding any other provision of the Contract, the City reserves the right to off-set any payment due the Contractor against any debt due from the Contractor to the City, pursuant to this Contract.