

SECTION 01026  
MEASUREMENT AND PAYMENT

Applies only to City of Naples Utilities Projects and Utilities Portions of City of Naples Stormwater, Streets and Traffic Projects, but not to Private Developments

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Explanation and Definitions
- B. Measurement
- C. Payment
- D. Schedule of Values

1.2 EXPLANATION AND DEFINITIONS

- A. The following explanation of the Measurement and Payment for the Bid Schedule items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the Bid Schedule or relieve the CONTRACTOR of the necessity of furnishing such as a part of the Contract. Measurement and payment for all Contract Items shall made be in accordance with this section or as modified by the Supplemental Terms and Conditions.

1.3 MEASUREMENT

- A. The quantities set forth in the Bid Schedule are approximate and are given to establish a uniform basis for the comparison of bids. The CITY reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accord with the terms of the Contract.

1.4 PAYMENT

- A. Make payment for the items listed on the Bid Schedule on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, restoration of disturbed areas, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.
- B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else reasonable.

## 1.5 SCHEDULE OF VALUES

- A. Approval of Schedule: Submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with the Supplemental Terms and Conditions. Submit preliminary schedule of values within 10 calendar days after the Effective Date of the Agreement. Submit final schedule of values in accordance with the Supplemental Terms and Conditions.
- B. Format: Utilize a format similar to the Table of Contents of the Project Specifications. Identify each line item with number and title of the major specification items. Identify site mobilization, bonds and insurance. Include within each line item, a direct proportional amount of CONTRACTOR's overhead profit.
- C. Revisions: With each Application for Payment, revise schedule to list approved Change Orders.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

### 3.1 MEASUREMENT AND PAYMENT

- A. Make payment on the basis of work actually performed completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.

### SECTION 1: GENERAL

- 1. **Mobilization / Demobilization**: Payment for mobilization will be made for at the Contract lump sum price.
- 2. **Survey & Record Drawings**: Payment for providing all survey and record drawings will be made at the Contract lump sum price in accordance with City Specifications

3. **Maintenance of Traffic**: Payment for maintenance of traffic in accordance with the CITY Maintenance of Traffic Policy will be made for at the Contract lump sum price.
4. **Pre-Construction & Post-Construction Video Recording**: Payment for providing Pre-Construction and Post-Construction Video recording will be made at the Contract lump sum price in accordance with City Specifications.

### SECTION 2: FORCE MAIN SYSTEM

5. **Install Force Main Pipelines**: Payment for installing utility pipelines (various sizes and types) will be made at the Contract unit price per lineal foot for the pipe in place. This item includes clearing and disposal of trees and bushes, all necessary fittings, pipe coatings and linings, connections to existing mains, labor, equipment and materials for the furnishing and laying of the pipe, signs, maintenance of traffic, dewatering, compaction, pipe bedding, backfilling, sheeting, restrained joint piping, detectable tape, clamps, harnessing, plugs and caps, adapters, excavation of all material encountered, including rock, backfill, replacement of grass, sod, clearing and grubbing, landscaping, pavement, driveways, sidewalks, mailboxes, culverts, storm sewers, and other surface materials not specifically designated in the Bid, coordination with other contractors, stubs and valves for future connections to existing pipes, clean-up, disinfection and sterilization, temporary facilities for testing and tests. Measure pipe to the nearest foot along the centerline including the lengths of manholes, valves and fittings. Measure lineal footage horizontally. Measure cuts from proposed grade to the invert elevation of the pipe. Pipe installed within casing pipe is included in this item.
6. **Horizontal Directional Drills**: Payment for horizontal directional drills will be made at the appropriate contract price per lump sum for each horizontal directional drill acceptably installed in accordance with City Specifications and the Details shown in the Plans. Contractor to coordinate and meet with City of Naples in the field to verify entry and exit locations prior to performing any directional drill.
7. **Gate Valves**: Payment for furnishing and installing gate valves will be made at the appropriate Contract unit price per valve (various sizes) acceptably installed. This item includes the gate valve, valve box, vault or housing, concrete work, operators, incidentals, and all necessary labor, materials and equipment for installation, including valve stem, valve box extensions and adjustments. This item also includes the installation of base material below the gate valve in accordance with City Specifications and the Details shown in the Plans.

8. **Air Release Valves**: Payment for air release valves will be made at the appropriate Contract price per each air release valve acceptably installed. This item includes the air release valve, valve box, vault or housing, concrete work, operators, incidentals, and all necessary labor, materials and equipment for installation, including valve stem, valve box extensions and adjustments. This item also includes the installation of base material below the valve in accordance with City Specifications and the Details shown in the Plans.
9. **Connections to Existing System**: Payment for connections to existing system will be made at the Contract price (various types and sizes) for each connection to the existing system acceptably installed. This item includes all labor, equipment and materials to install all necessary pipe, fittings, connections, tapping sleeve and valve with valve box, field measurements, protection of existing facilities, excavation, pipe bedding, dewatering, compaction, surface restoration, testing, cleanup and all other work for a complete installation.
10. **Abandon and Grout In Place**: Payment to abandon and grout in place (existing 12" force main) will be made at the appropriate Contract Unit price per linear foot or lump sum in accordance with City Specifications and Details show in the Plans. Contractor is required to vacuum out existing force main prior to grouting in place to avoid spillage of sewage material.

### SECTION 3: RESTORATION

11. **General Restoration**: Payment for general restoration will be made at the appropriate Contract lump sum price. This item includes all labor and materials required for clearing and grubbing, removal of trees and shrubs within the working area as directed by the CITY, clean-up, replacement of grass, sod, sidewalks, mailbox, culverts, storm sewers and other surface materials not specifically designated in the Bid.
12. **Concrete Sidewalk**: Payment for Concrete sidewalk will be made at the appropriate Contract Unit price per square yard of concrete as shown on the Plans to be removed and replaced for force main construction. Replace sidewalk to match existing elevations and materials of construction.
13. **Asphalt Roadway Restoration**: Payment for asphalt roadway restoration (Items a. and b.) will be made at the appropriate price per square yard or linear foot as stated in the bid tabulation. Pavement or roadway surfaces cut or damaged shall be replaced by the Contractor in equal or better condition than the original, including using excavatable flowable fill per detail, stabilization, base course, surface course, striping, curb and gutter or other appurtenances. The Contractor shall use the Road Restoration Detail provided the Plans for restoration.

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- i. The Contractor shall obtain the necessary permits prior to any roadway work. Additionally, the Contractor shall provide notice in advance to the appropriate authority, as required, prior to construction operations.
  - ii. Roadway Restoration shall be in accordance with the requirements set forth by the City. The materials of construction and method of installation, along with the proposed restoration design for items not referred or specified herein, shall receive prior approval from the City. Where existing pavement is to be removed, the surfacing shall be mechanical saw cut prior to trench excavation, leaving a uniform and straight edge parallel to the utility, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.
  - iii. Immediately following the specified backfilling and compaction, a temporary sand seal coat surface shall be applied to the cut areas. This temporary surfacing shall provide a smooth traffic surface with the existing roadway and shall be maintained until final restoration. Said surfacing shall remain for ten (10) days in order to assure the stability of the backfill under normal traffic conditions. Following this period and prior to fifteen (15) days after application, the temporary surfacing shall be removed, and final roadway surface restoration accomplished. Road striping will only be allowed after 30 days of asphalt curing.
  - iv. In advance of final restoration, the temporary surfacing shall be removed, and the existing pavement mechanically sawed straight and clean, 12-inches outside of ditch line minimum. Following the above operation, the Contractor shall proceed immediately with final pavement restoration in accordance with the requirements set forth by the CITY.
  - v. All drainage should be restored to its original conditions unless directed by the appropriate Regulatory Agency. Payment for asphalt road restoration will be made at the appropriate Contract unit price per square yard for pavement surface and base installed in the work. All pavement surface and base shall be replaced in accordance with the detail shown on the Plans.
- B. Prior to submitting first monthly Application for Payment, Contractor shall submit to Engineer, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment.
- C. Prior to submitting first monthly Application for Payment, Contractor shall submit to The City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed

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subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

- D. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the City's interest therein, all of which shall be subject to the City's satisfaction.
- E. Contractor shall submit six (6) copies of its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:
1. indicate his approval of the requested payment;
  2. indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
  3. return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The City shall, within thirty (30) calendar days after the Engineer's approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the City be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

- F. The City shall retain ten (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. Such sum shall be accumulated and not released to the Contractor until final payment is due.
- G. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- H. Contractor agrees and understands that funding limitations exist, and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior

to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the Engineers review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the City to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

### 3.2 PAYMENTS WITHHELD

- A. The Engineer may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer may nullify the whole or any part of any approval for payment previously issued and the City may withhold any agreement between the City and Contractor, to such an extent as may be necessary in the City's opinion to protect it from loss because of:
1. Defective Work not remedied;
  2. Third party claims filed or reasonable evidence indicating probable filing of such claims
  3. Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
  4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
  5. Reasonable indication that the Work will not be completed within the Contract Time;
  6. Unsatisfactory prosecution of the Work by the Contractor; or
  7. Any other material breach of the Contract Documents.
- B. If these conditions in Subsection 5.1 are not remedied or removed, the City may, after three (3) days written notice, rectify the same at Contractor's expense. The City also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor whether relating to or arising out of this Agreement or any other agreement between Contractor and the Engineer.

### 3.3 FINAL PAYMENT

- A. The City shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the City and the Engineer in accordance with Section 20.1 herein provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment,

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shall have furnished the City with any and all documentation that may be required by the Contract Documents and the City.

- B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer at the time of final inspection.

END OF SECTION