

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 WORK OF THIS SECTION

A. Measurement and preparation of applications for Payment.

1.02 RELATED SECTIONS

A. The Work of the following Sections apply to Work of this Section. Other Sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of the Work.

1. Bid Form
2. Section 01010 – Summary of Work

1.03 SUBMITTALS

A. Partial Billings

B. Final Billing

1.04 SUBMITTAL FORMAT

A. Valley Center Municipal Water District, Invoice Form:

1. Invoices shall be 8 1/2" x 11".
2. Present all Invoices in typewritten format.

1.05 MEASUREMENT - GENERAL

A. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of materials, such as pipe, piling, fencing and timber, shall be considered as the true length measured along a longitudinal axis.

B. Unless otherwise specified, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimensions.

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

D. 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 Owner's Representative on a completely automated weighing and recording system. The Contractor shall furnish the Owner's Representative with duplicate weighmaster's certificates showing the actual net weights.

E. Items of work indicated to be paid on a "Lump Sum", "L. S." or "Job" basis will be measured in the most logical units for the item as indicated on the accepted Bid Form.

1.06 PAYMENT - GENERAL

A. The quantities listed in the Bid Schedule will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid Schedule, the Contract Unit Prices will prevail.

B. The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

C. 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. No compensation will be allowed for disposing of rejected or excess material.

D. Payment for work performed or materials furnished under an Assessment Act Contract will be made as provided in particular proceedings or legislative act under which such contract was awarded.

E. Whenever any portion of the Work is performed by the Owner at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Owner.

F. Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility has not been taken and are not reasonably expected to be taken, the Owner may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Owner. Owner action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

G. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or material to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work.

H. Guarantee periods shall not be affected by any payment.

I. If, within the time fixed by law, a properly executed notice to stop payment is filed with the Owner, due to the 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.

J. Partial payments made after the contract completion date will reflect the amount withheld for Liquidated Damages. Any such partial payments made to the Contractor, or its Sureties, will not constitute a waiver of the Owner's Liquidated Damages.

K. If requested by the Owner's Representative, the Contractor shall provide such additional data as may be reasonably required to support the submitted Invoice. Such data may include but is not limited to satisfactory evidence of payment for equipment, materials and labor including payments to Subcontractors and suppliers. Request for payment for delivered equipment and material shall be accompanied by certified paid invoices from the supplier. Such equipment and material shall be suitably and safely stored at the site of the Work.

1.07 PAYMENT LINE ITEMS

A. Payment for the various items of the Bid Proposal, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor and services, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) as administered by the state of California (CAL-OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Proposal, and all costs therefor shall be included in the prices named in the Bid Proposal for the various appurtenant items of Work.

B. The Contractor shall provide all materials, equipment, and labor necessary to carry out the Work of the Project, complete and in-place, as indicated below and in the Bid Schedule contained in the Bidding Documents, of the Contract.

PART 2 - PRODUCTS

2.01 PROGRESS PAYMENT FORM

A. The Progress Payment Form shall be a tabular listing of the Items of Work from the Bid Form.

B. The Progress Payment Form shall show for each Item of Work the Item Number; Description; Quantity, Unit Price; Percent Complete for this request, Amount for this Request, Percent Complete Request to Date, and Amount Request to Date

C. Each issued Field Order and Change Order shall be listed on the Progress Payment as a separate Item.

D. A Progress Payment Form shall be attached to each Invoice presented for payment.

2.02 INVOICES

A. Invoices shall be prepared on Contractor letterhead, dated and addressed to:

Valley Center Municipal Water District
29300 Valley Center Road
PO Box 67
Valley Center, CA 92082

B. Invoices shall have the following subject block:

Attn: **Project Manager Name**
Project Title: **Project Name**

CIP P.O. No.: {*CIP PURCHASE ORDER NUMBER*}
Invoice Number: {*CONTRACTOR'S INVOICE NUMBER*}
Invoice Period: {*INVOICE PERIOD ENDING DATE*}

C. Invoices shall be consecutively numbered and show the Amount of Original Contract; Value of Approved Changes; Current Contract Amount; Total Billing Value from the Completed Bid item form; Percentage and Value of Retention (if any); Value of Previous Invoices; and Payment Amount Due.

D. Each Invoice shall bear the Contractor's signature and the signature of the Owner's Representative. An electronic copy/scan of each invoice shall be submitted via email to the Engineer and the Owner's Representative. The email subject line shall be "Valley Center, Woods Valley Ranch Wastewater Expansion Project North Village Collection System Phase 1 Improvements Invoice #" followed by the invoice number.

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01025