

## **SECTION 01 29 00 PAYMENT PROCEDURES**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Measurement and payment procedures, forms, submission requirements, and price adjustments.

#### **1.2 SUBMITTAL PROCEDURES**

- A. Submit at least two copies of each Application for Payment. Each application must be signed by CONTRACTOR.
- B. Submit an updated progress schedule with each Application for Payment.
- C. When ENGINEER requires substantiating information, submit data.

#### **1.3 UNIT PRICE PAY REQUEST FORMS**

- A. Application Form: ENGINEER prepared or one acceptable to the ENGINEER.
- B. Schedule of Prices: ENGINEER prepared or one acceptable to the ENGINEER.

#### **1.4 LUMP SUM PAY REQUEST FORMS**

- A. Application Form: Use AIA Form G702 -Application and Certificate for Payment; or AIA G722 -Project Application and Project Certificate for Payment; or EJCDC Form 1910-8-E -Application for Payment; or CONTRACTOR's standard form; or electronic media printout following one of the above standard forms.
- B. Schedule of Values Form: Use AIA Form G703 -Application and Certificate for Payment Continuation Sheet and AIA G723 -Project Application Summary, or EJCDC Form 1910-8-E, or CONTRACTOR's standard form, or electronic media printout following one of the above standard forms. Follow the outline presented in the Bid Form. For each item, provide a column (or row) for listing each of the following:
  - 1. Item number.
  - 2. Description of work.
  - 3. Scheduled values.
  - 4. Previous applications.
  - 5. Work in plan and stored materials under this application.
  - 6. Authorized Change Orders.
  - 7. Total completed and stored to date of application.
  - 8. Percentage of completion.
  - 9. Balance to finish.
  - 10. Retainage.
  - 11. Overhead and profit.
- C. Submission Schedule: Comply with the time requirement of Paragraph 2.5 B of the General Conditions when submitting the Schedule of Values. (Within 10 Days after the Effective Date of the Construction Contract) when submitting the Schedule of Values. (Within 10 Days after the Effective Date of the Construction Contract.)

D. Revisions: Revise schedule of values to list approved Change Orders, with each Application for Payment.

## 1.5 MEASUREMENT

A. General:

1. Measurement methods specified in the individual Sections of the Standard Specifications are intended to compliment the criteria of this Section.
2. Furnish labor to assist ENGINEER in obtaining and handling test samples at site or sources.
3. ENGINEER will take all measurements and compute all quantities.
4. CONTRACTOR will verify ENGINEER's measurements and computations.
5. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

B. Unit of Measurement: Refer to the Bid Form that identifies the unit of measurement to be used for unit price items.

C. Weight Basis: Measured by scale or by handbook weights for the type and quantity of material actually furnished and used.

1. For material to be measured and paid for by weight, furnish accurate scales. Use platform scales of sufficient size and capacity to permit the entire vehicle or entire combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being individually weighed. Pay for all costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales.
2. ENGINEER may be present to witness weighing and to check and compile daily records of such scale weights; however, in any case, furnish weigh slips and daily summary weigh sheets. Furnish duplicate weigh slip or a load slip to each vehicle weighed and deliver the slip to ENGINEER at the point of delivery of the material.
3. If the material is shipped by rail, certified car weights will be accepted. Only actual weight of material will be paid for and not minimum car used for assessing freight tariff. Car weights will not be used for material to be passed through mixing plants.
4. Trucks used to haul material shall be weighed empty daily and at such additional times as directed. Each truck shall bear a plainly legible identification mark. ENGINEER may require the weight of the material verified by weighing empty and loaded trucks on other scales.

D. Area Basis: Measured by square dimension using mean length and width and radius.

E. Linear Basis: Measured by linear dimension at the item centerline or mean chord.

F. Volume Basis: Measured by cubic dimension using mean length, width and height or thickness.

1. Volumes will be determined and based upon material compacted in-place (not loose measure as per delivery ticket).
2. When it is impractical to determine the volume by rectilinear measurements in place or by the specified method of measurement, or when requested by the CONTRACTOR in writing and accepted in writing, the material will be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to

volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined and shall be agreed to by CONTRACTOR before such method of measurement of pay quantities will be accepted.

G. Each Basis: Measured by the unit.

H. Lump Sum Basis: Measured on a percent complete basis.

#### **1.6 PAYMENT**

- A. Payment covers all labor, products, tools, equipment, paint, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Quantities supplied or placed in the Work and measurements agreed to by CONTRACTOR determine payment.
- C. The final payment sum may be as great as twice the value of Punch List work or at least equal to the value of the work declared defective by the ENGINEER.

#### **1.7 INCIDENTAL WORK**

- A. No separate measurement or payment for incidental work. See paragraph 3.1C of the General Conditions (Document 00 72 00).

#### **1.8 PRODUCT**

- A. No separate measurement and payment for:
  - 1. Product or work provided by ENGINEER or OWNER;
  - 2. Product wasted or disposed of in a manner that is not acceptable;
  - 3. Product determined as unacceptable before or after placement;
  - 4. Product not completely unloaded from the transporting vehicle;
  - 5. Product placed beyond the lines and levels of the required Work;
  - 6. Product remaining on hand after completion of the Work; or
  - 7. Loading, hauling and disposing of rejected product.

#### **1.9 MATERIALS AND EQUIPMENT ON-HAND**

- A. CONTRACTOR may include in partial payment applications, an advanced payment item for acceptable non-perishable products purchased or manufactured expressly for the Work, if:
  - 1. Certified copies of product invoices are approved.
  - 2. The maximum sum to be included in partial payment applications does not exceed 75 percent of the value of the product shown on the invoice or 75 percent of the in-place price, whichever sum is less.
  - 3. Product is stored in the vicinity of the Project or when the approved storage location is other than the site, evidence is furnished that the stored product is irrevocably obligated to the Work.
  - 4. CONTRACTOR is responsible for any damages, loss or theft of product until product is incorporated in the Work and accepted.
- B. Payment for materials shall not constitute acceptance of any materials which do not

conform to the Contract Documents.

C. No partial payment will be made on living, or perishable plant materials until planted.

**1.10 PRICE ADJUSTMENT**

A. Defective Work: If ENGINEER determines it is not practical to remove and replace Defective Work or material, one of the following remedies may be applied.

1. Defective Work or material may remain, but the price reduced up to 50 percent. If non-complying material has been installed and no price for the material is specified, apply price reduction against cost of work requiring complying material as part of its installation.

2. Defective Work or material will be partially repaired and the price will be adjusted to a new price.

3. Pay for Defective Work on a pay factor basis.

a. Where 2 or more pay factors apply to one item of Defective Work or material (even if pay factors are determined using separate specification sections), the smallest pay factor shall be used to determine price adjustment.

b. Pay factors shall not be cumulative.

c. Pay factors shall be applied to unit prices in either the bid form or a Change Order.

B. Change Order: Contract Price adjustment shall be effected by Change Order in lump sum contracts. In unit price contracts, Contract Price adjustment shall be effected by adjusting unit price quantities.

C. Early Completion: No additional money will be due CONTRACTOR:

1. if CONTRACTOR completes Work or any portion of Work prior to Contract Time, or

2. if early completion is delayed.

**PART 2 PRODUCTS**            Not Used

**PART 3 EXECUTION**        Not Used

END OF SECTION