

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values.
- B. Applications for Payment.
- C. Payment for Tests and Inspections.
- D. Products Stored on Project Site.
- E. Measurement and Payment.

1.02 SCHEDULE OF VALUES

- A. Paragraph 2.05.A.3 of the General Conditions requires submission of a Schedule of Values for lump sum contracts. Submit Schedule of Values on form prescribed by Owner. Include within each specified line item a directly proportional amount of Contractor's overhead and profit.

1.03 APPLICATIONS FOR PAYMENT

- A. Submit four copies of Application for Payment at times specified in Paragraphs 14.02 and 14.07 of the General Conditions.
 - 1. Payment Application must be accompanied by:
 - a. The required "Weekly Payroll Certification" forms, attached to Document 00810, for Contractor and each Subcontractor.
 - b. Updated CPM schedule.
 - c. Electronic submission of construction progress photos.
- B. Submit Application for Payment on form as provided by the Owner.
- C. Contractor shall submit copies of bills of material invoices with each application for payment for those Products approved for payment, delivered to and store at the site or elsewhere, but not installed.

D. Include following Contractor's signed certification on Application for Payment:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through ___ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142 of 1994; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

1.04 PAYMENT FOR TESTS AND INSPECTIONS

- A. Include the costs of shop tests and shop inspections in the price of the manufactured Products, and no separate or extra payment will be made for such tests and inspections.
- B. Contractor shall employ and pay for the services of an independent firm(s) to perform laboratory and field testing and inspections as required in the various Specification Sections. Obtain approval of the proposed testing and inspection firms from Owner. Cost of such tests and inspections shall be included in the Contract Price and no separate or extra payment will be made.

1.05 PRODUCTS STORED

- A. Payment will not be made for Products suitably stored on the Project site, or at another location, but not yet incorporated (i.e. installed, complete in place) in the Work.

1.06 MEASUREMENT AND PAYMENT

- A. General:
 - 1. Additional payment will not be made for removing/relocating trees, fences, signs, mailboxes, or other above or below-grade physical obstacles, unless otherwise specified in this Section. These costs shall be included in the lump sum or unit price bid for each item.
 - 2. Contractor shall confine construction operations within the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications. Repair to and restoration of paved, seeded and other areas, damaged by Contractor's operations, outside of the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications, shall be at Contractor's expense. The repair/restoration work and products shall be as

described in the Drawings and the Specifications and may include, but not be limited to re-grading, topsoil placement, seeding, pavement reconstruction, etc.

3. **The following costs shall, as applicable, be included in both the lump sum price and unit prices:**
 - a. Mobilization / Demobilization.
 - b. Bonds and Insurance.
 - c. Contractor's overhead and profit and other expenses as allowed by the Conditions of the Contract.
 - d. Fees for required construction and building permits, agency reviews and building code inspections.
 - e. Storage and transportation of material to/from off-site locations.
 - f. Transportation and disposal of construction debris and applicable fees, if any.
 - g. Temporary services and stand-by equipment.
 - h. Erosion and sedimentation control.
 - i. Suitable borrowed (imported) excavated material backfill and topsoil.
 - j. Topsoil placement, grading and seeding.
4. Change Orders: Lump sum and unit prices for Change Orders shall also be all-inclusive and shall also include the costs listed under Subparagraph 3 above.
5. **Classification of Excavated Materials: Under this Contract, all excavation, which may include rock, is unclassified.**

B. Bid Item No.1:

1. Measurement and payment at the lump sum price bid.
2. Payment shall include ALL work described in the drawings and specifications.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION