

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

- A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- B. Measurements and quantities submitted by the Contractor will be verified by the Owner's Representative.
- C. Contractor shall provide necessary equipment, workers, and survey personnel as required by Owner's Representative to verify quantities.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Owner's Representative shall determine payment as stated in the General Conditions.
- B. If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, provide the required quantities at the unit prices contracted, except as otherwise stated in the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Measured by unit of weight as submitted on certified load tickets.
- B. Measurement by Volume:
 - 1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.

2. Excavation and Embankment Materials: Measured by cubic dimension using cross-sections measured every 100-feet unless otherwise specified by the owner.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Price Measurement: By unit designated in the agreement.
- F. Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.
- B. Total compensation for required Unit Price Work shall be included in Unit Price bid in Bid schedule. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in Bid Schedule, will not be accepted.
- C. No payment for stored material will be made unless stipulated or approved by owner.
- D. Progress payments will be based on the Owner's Representative's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Owner & Owner's Representative multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.06 NONCONFORMANCE ASSESSMENT

- A. Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.
- B. If, in the opinion of Owner & Owner's Representative, it is not practical to remove and replace the Work, the Owner & Owner's Representative will direct one of the following remedies:

1. The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of Owner & Owner's Representative.
 2. The nonconforming Work will be modified as authorized by the Owner & Owner's Representative, and the unit price will be adjusted to a lower price at the discretion of Owner & Owner's Representative, if the modified work is deemed to be less suitable than originally specified.
- C. Specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The Owner's Representative shall make a recommendation to the City on the assessment of nonconformance and adjustment of payment based on the nonconformance if such condition of nonconformance is not specifically resolved within the contract documents. The Owner will have final approval of the assessment and adjustment of payment.”

1.07 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable to Owner's Representative.
 2. Products determined as nonconforming before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond the lines and levels of the required Work.
 5. Products remaining on hand after completion of the Work, unless specified otherwise.
 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION