

SECTION I

(Sub-Section 7)

Measurement and Payment

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MEASUREMENT AND PAYMENT SUB-SECTION 7

7.1 GENERAL

All measurements and payments shall be based on completed work performed in strict compliance with the plans and specifications, Citrus County utility standards, and in accordance with the unit and lump sum prices in the proposal.

Any additional incidental work not specifically mentioned or shown in the proposal quantities, but is obvious and apparent as being necessary for proper completion of the work, shall not be considered for measurement and payment. The cost thereof shall be included in the price for related items set forth in the proposal and no separate or extra payment will be allowed, therefor.

The Project Engineer for private developments shall have the authority to order minor changes in the work, when approved by the Utilities Division (UD), which may result in increased or decreased unit quantities. In which case, said changes shall not result in any cost to Citrus County.

Whenever work is being performed for Citrus County, the Project Engineer may order changes, deviations, or alterations resulting in increased or decreased unit quantities, or lump sum quantities, but only when authorized and approved by the UD. All such work shall be covered by a supplemental agreement and shall be paid for according to stipulated prices provided in said agreement. No work shall be performed prior to acceptance and execution of the Supplemental Agreement except in case of emergencies where "life, limb, or property damage is eminent. In which case the Project Engineer may use his discretion in ordering appropriate work.

7.2 DETAILED MEASUREMENT AND PAYMENT

For any item of work contained in the proposal (contract) except as might be specifically provided otherwise in the basis for payment clause for the item, the contract unit price (or lump sum price) for the pay item, or items, shall include all labor, equipment, materials, tools and incidentals required for the complete item of work. In general, each pay item will be the amount as determined by final measurement or plan calculations or both as additions, to or deductions from proposal quantities. All partial estimates and payments shall be subject to correction in the final estimate and payment.

7.3 PARTIAL ESTIMATES, RETAINAGE, AND STORED MATERIALS

The Contractor will receive partial payments on monthly estimates based on the amount of work installed or completed. The monthly payments will be approximate only, with 10% retained and less previous payments, for the total value of work done to the date of the estimate.

Retainage will be released with issuance of the final estimate. Partial payments will be allowed for materials stockpiled at approved locations in the vicinity of the project. Payment will not be allowed for delivery charges. The amount of the payment will be determined from invoices for the delivered materials. Payment will be made under the pay item for the work into which the particular material will be incorporated unless otherwise provided as a separate item on the partial estimate. The Contractor shall furnish the Project Engineer with copies of certified invoices to document the value of materials received.

No partial payment shall be made after the initial partial payment until the Contractor certifies he has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous payments received by the Contractor.

7.4 ACCEPTANCE AND FINAL PAYMENT

When all the work provided for in the contract has been completed and final inspection and final acceptance has been made by the Project Engineer a final estimate providing for the value of the work will be prepared by the Project Engineer following all necessary measurements and computations. The amount of the estimate will be for the value of the work together with any remaining retainage previously withheld and will be paid to the Contractor as soon as practicable after final acceptance provided all required documentation has been supplied such as test reports, lien releases, as-built drawings, and operations manuals. All prior estimates and payments shall be subject to correction in the final estimate and payment.