

## SECTION 01012

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining payment for Work completed and ready for payment under the Unit Price Contract where the Unit Price Bid Form is utilized in the Applications for Payment.

##### 1.02 RELATED SECTIONS

- A. Exhibit "B" - Bid Form
- B. Section 01152 - Applications for Payment
- C. Section 01370 - Schedule of Values

##### 1.03 REFERENCES

- A. Manual on Uniform Traffic Control Devices (MUTCD)
- B. FDOT Standard Specification for Road and Bridge Construction (Standard Specifications)
- C. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations in the State Highway System (Standard Indexes)
- D. Broward County Traffic Engineering Division Standards

##### 1.04 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of Work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance, and payment shall be in accordance with the References.
- C. The Owner reserves the right to reject the Contractor's measurement of completed Work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- D. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
  - 1. Except as otherwise specified, unit prices shall apply to both deductive and

additive variations of quantities.

2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- E. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the Contract.
- F. Abbreviations:
1. Acre – AC
  2. Allowance – AL
  3. Cubic Yard – CY
  4. Each – EA
  5. Furnish and Install – F&I
  6. Gallons – GA
  7. Gross Mile – GM
  8. Linear Feet – LF
  9. Lump Sum – LS
  10. Million Gallons – MG
  11. Net Mile – NM
  12. Square Foot – SF
  13. Square Yard – SY
  14. Ton – TN

#### 1.05 MEASUREMENT AND PAYMENT

- A. Payment shall constitute full compensation and will be made as indicated in the Contract.
- B. The quantity approved for payment shall be either:
1. Percentage of the Lump Sum Price - A percentage of the Lump Sum Price equivalent to the percentage of the project completion as determined by the Engineer as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
  2. Measured Quantities - The actual quantities in-place and accepted as measured by the Engineer on the date of the pay request submitted in the units specified in the Bid form or in the approved Schedule of Values.

#### 1.06 PROTECTION

- A. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property or structures are in proximity to the Work, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

## 1.07 RESTORATION

- A. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item.

## 1.08 EXPLORATORY EXCAVATIONS

- A. The Contractor shall verify the exact locations and depths of all utilities shown and shall conduct exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and, in any event, sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer. The cost for conducting these excavations shall be considered incidental to construction.

## 1.09 TESTING, SURVEY, AND RECORD DRAWINGS

- A. All survey layout and record drawings shall be considered incidental to the cost of construction and shall include all calculations and field work required, in order to establish all horizontal and vertical controls, set all stakes needed, such as grade stakes, offset stakes, reference point stakes, slopes stakes, and other reference marks or points necessary to provide lines and grades for construction and as-buiting of all roadway, utility construction, and miscellaneous items.
- B. All testing shall be considered incidental to the cost of construction and shall include all field testing and laboratory work including reports as required by the Drawings and specifications and by agencies having jurisdiction over the project.

## PART 2 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION

### 3.01 EXHIBIT D, E, H, AND I CONSTRUCTION COST – BID ITEM NOS. 1.01 – 1.04

- A. Price and payment shall include all backfilling, compacting, and placing all items into service. Price and payment will be full compensation for all materials and work and testing associated to complete all site and electrical work as intended based on the bid documents / plans including dewatering, temporary bracing of existing adjacent structures, fittings, couplings, painting, priming, coating, lining, deflections under existing utilities, excavation, filter fabric, backfilling, and compaction, and disposal of surplus materials and existing underground utility locations. Price and payment shall include restraining the pipe as required. Price and payment will be full

compensation for all work, including hauling of all items to the new location as necessary; any cleaning that might be required. This includes all work to complete the project as intended. Prices and payment include the complete restoration of the surface disturbed by the construction, including but not limited to pavement restoration, sidewalk restoration, base restoration, sub-grade restoration, curb restoration, pavement marking and signage restoration, swale restoration, driveways restoration, landscape (including trees, sod, shrubs, bushes, etc.) restoration, fences, and brick paver restoration, etc.

- B. Price shall also include the cost of labor, equipment, and material to demuck or remove and properly dispose of any unsuitable soils, such as organics, and to import and install clean fill.
- C. Attention is drawn to the proximity of known contamination sites within one half mile of the project as recorded by Broward County. Should the Contractor deem that dewatering is necessary, the Contractor is required to obtain a dewatering permit from Broward County and South Florida Water Management District and shall adhere to any required groundwater well monitoring, sampling, cofferdams, or any other applicable permit conditions.
- D. The city has the right to award as little or as many different areas as they want.
- E. The contractor must provide shop drawings for the routing and installation of the directional bore per the intent of the bid documents / plans. Directional bore locations shown on the bid documents / plans are conceptual only. The contractor must include on the bid any anticipated changes required for the routing of the HDPE, trenching, additional conduit length, additional pull boxes, etc.
- F. It is the responsibility of the Contractor to reconstruct to existing conditions or better and the reconstruction must meet the current city, county, state standards, whichever is most stringent.
- G. General Requirements
  - 1. Payment shall be made as a percentage of the Lump Sum Price.
  - 2. The Lump Sum Price shall include the cost of bonds, insurance, licenses, and all administrative costs not specifically identified in other bid items.
  - 3. The Lump Sum Price shall exclude the cost of construction material and installation.
  - 4. The Lump Sum Price shall not exceed ten percent (10%) of the contract price.
- H. Mobilization and Demobilization
  - 1. Payment shall be made as a percentage of the Lump Sum Price.
  - 2. The Lump Sum Price shall include compensation for all labor, materials, equipment and all other incidentals required for all temporary facilities, transportation, communications, office, maintenance, project signs, and any other pre- or post-construction expenses necessary for the start or cessation of the Work, not specifically identified in the costs of the Work.

3. The Lump Sum Price shall exclude the cost of construction material and installation.
4. No further payment shall be made for remobilization unless all the Work is suspended by the Owner for a period in excess of three months and through no fault to the Contractor.
5. The Lump Sum Price shall not exceed two percent (5%) of the contract price.

I. Stormwater Pollution Prevention

1. Payment shall be made as a percentage of the Lump Sum Price.
2. The Lump Sum Price shall include full compensation for all equipment, materials, supplies, and labor necessary to prepare, obtain permit approval from Florida Department of Environmental Protection, Florida Department of Transportation, (FDOT), and Broward County (BC) and implement the prevention, control, and abatement of erosion and water pollution. Work shall include but not be limited to mulching, sand bagging, slope drains, sediment basins, berms, synthetic hay bales, silt fences and staked turbidity barriers, rock bags, filter fabric, artificial coverings and other items relating to the construction/removal and routine maintenance, including mowing, or the prevention, control and abatement of erosion and water pollution plan.

J. Maintenance of Traffic

1. Payment shall be made as a percentage of the Lump Sum Price.
2. The Lump Sum Price shall include compensation for required labor, materials, all necessary temporary pavement markings and signing for vehicles and pedestrians, temporary pavement, temporary business signage, professional fees, and equipment necessary to provide traffic control for two-way traffic at all times in accordance with the plans and specifications.
3. MOT permits and approvals from the applicable regulatory agencies, including but not limited to FDOT, Broward County, and the City of Dania Beach (Right-of-Way permits, building permits, and Public Services approval after the Right-of-Way and building approvals), are the responsibility of the Contractor and must be obtained prior to the start of construction. The contractor is responsible for preparing and submitting all required documentation including, but not limited to applications, surveys, design plans, MOT plans, cost estimates, etc. All MOT plans are to be signed and sealed by a Florida Registered Engineer holding a current FDOT MOT certificate.
4. The contractor is responsible to request approval from the city in writing for all road and lane closures. The city requires 3-weeks advanced notice for all road closures and 2-weeks advanced notice for all lane closures. The contractor is responsible to verify lead times with FDOT and Broward County and will be responsible to meet those lead times as identified per each permitting agency.
5. No additional fees will be approved for delays due to MOT approval. This fee is all inclusive with respect to all aspects of MOT.
6. The contractor is required to provide variable message signs (VMS) for the

required MOT.

7. MOT shall include both vehicular and pedestrian requirements.
8. Temporary pavement markings and signage shall be provided wherever existing has been damaged, removed, or is no longer visible. The temporary shall be maintained until final markings are installed after asphalt resurfacing.

3.02 PERMITTING ALLOWANCE – BID ITEM NO. 1.05

- A. The contractor should include a \$10,000 as an overall permitting allowance for the four (4) exhibit locations; however, the contractor will only be reimbursed for the permit fee amount per City of Dania Beach Community Development’s “Schedule of Permit Fees for Construction” enclosed.
- B. Payment will be based on the actual permit, license or fee paid directly to the agency, documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration and other costs involved in obtaining permits or licenses or paying fees.
- C. No additional fees will be approved for delays due to permitting. This fee is all inclusive with respect to all aspects of permitting.
- D. The Contractor is responsible for submitting all required documentation to obtain all required permits, including, but not limited to applications, surveys, design plans, MOT plans, cost estimates, etc.
- E. The Contractor is required to obtain all necessary regulatory agency permits other than those provided by the Owner or the Engineer.
- F. The Contractor is required to submit to the city for all required Right-of-Way permits and building permits that are required due to the proposed scope of work. Please note once the permits are obtained a pre-construction meeting with Public Services is required prior to the start of construction. In addition, please estimate a minimum lead time of one (1) month for coordination with Public Services and all other municipalities after all permits (city and outside agencies) are received and prior to construction.
- G. The Contractor is required to closeout all permits pertaining to this project.
- H. The Contractor is required to complete record drawings of all work completed for the city’s files. A record drawing is considered the bid plans with the as-built information stated on the plans.
- I. The Contractor must submit the record drawings to the city for review and approval prior to the request of any final inspection.
- J. The Contractor is responsible to meet all permit conditions.

- K. Fees specifically excluded from this allowance, include, but are not limited to reinspection fees, expired permit fees, stand by time, etc. Only permit fees substantiated by the Contractor and approved by the Owner and Engineer will be paid as part of this Item. Any balance in this bid item at the end of the project shall be credited back to the Owner.

3.03 UNDEFINED CONTINGENCY ALLOWANCE – BID ITEM NO. 1.06

- A. Payment will be based on the unforeseen or undefined items that come up during construction. The Contractor is responsible for documenting and obtaining approval prior to submitting request for payment for any item herein. No permit fees substantiated by the Contractor and approved by the Owner and Engineer will be paid as part of this Item. Any balance in this bid item at the end of the project shall be credited back to the Owner.

END OF SECTION