

# EXPECTED IMPLEMENTATION JULY 2014

## MEASUREMENT AND PAYMENT.

(REV 10-4-13) (FA 1-15-13) (7-14)

SUBARTICLE 9-1.3.2 (Page 94) is deleted and the following substituted:

**9-1.3.2 Plan Quantity:** For this Contract, all pay items are Plan Quantity items. All references to pay item adjustments contained in the Contract Documents are superseded by this Specification and do not apply except as provided for in this Subarticle and the provisions of 9-3.2.

SUBARTICLES 9-2.1.1 and 9-2.1.2 (Pages 95 - 97) are deleted.

SUBARTICLE 9-3.2.3 (Page 98) is deleted and the following substituted:

**9-3.2.3 Determination of Pay Reduction:** In measurement of areas of work, where pay reductions are to be assessed, the Engineer will use the lengths and widths in the calculations based upon station to station dimensions in the Contract Documents, the station to station dimensions actually constructed within the limits designated by the Engineer, or the final dimensions measured along the final surface of the completed work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement, which will reflect with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

Failure on the part of the Contractor to construct any item of work in compliance with the Contract requirements or to plan or authorized dimensions within the Specification tolerances will result in reconstruction to acceptable tolerances at no additional cost to the Department or acceptance at no pay at the discretion of the Engineer.

SUBARTICLE 9-5.1 (Page 99) is deleted and the following substituted:

**9-5.1 General:** The Engineer will make partial payments based on the estimated amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Department will base the amount of such payments on verified Contractor certified monthly estimates submitted by the Contractor for progress payments each month, less any retainage withheld.

Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Contract time is defined as the original Contract time adjusted by approved Contract time extensions.

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**D** Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final verified Contractor certified estimate.

SUBARTICLE 9-8.1 (Pages 102 - 104) is deleted and the following substituted:

**R** **9-8.1 Acceptance and Final Payment Documents:** Upon final inspection and final acceptance of the Contract as provided in 5-10 and 5-11, and subject to the terms of 8-11, the Contractor shall submit a final Contractor certified estimate for work completed and accepted by the Department. The Department will pay the Contractor's estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements below.

**A** (a) The Contractor has provided the Acceptance Letter.  
(b) The Contractor has properly maintained the project, as specified hereinbefore.  
(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

**F** (g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate.

(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section 555, 556 and 611.

SECTION 9 (Pages 94 - 104) is expanded by the following new Article:

## **T** 9-11 Submittals.

**9-11.1 Submittal Instructions:** The Contractor will prepare and certify a monthly estimate for each project in the Contract. Submit the Contractor's certified monthly estimate to the Engineer. The Engineer will not pay for any item of work until the Contractor's certified monthly estimate is approved.

**9-11.2 Contractor's Certified Monthly Estimate:** The Contractor must make a request for payment by submitting a certified monthly estimate, no later than 12 O'clock noon, Monday,

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after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's certified monthly estimate must consist of the following:

(a) Contract Number, Financial Project Identification Number, Estimate Number, Monthly Estimate Date and the period that the certified monthly estimate represents.

**9-11.3 Payment to the Contractor:** Upon receipt of the Contractor's certified monthly estimate and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment process.

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