

MEASUREMENT AND PAYMENT
(SPECIAL PROVISIONS)
STANSBURY PARK SERVICE AGENCY
STANSBURY LAKE SOLOMON PARK DOCK

ARTICLE 1 – SECTION INCLUDES

- 1.01 Measurement and payment procedures, submission requirements, progress and/or partial payment allowances

ARTICLE 2 – COMPENSATION FOR PROGRESS

- 2.01 The Contractor shall accept the compensation set forth in Section C-410 Bid Form as full payment for:

- A. Furnishing all materials, labor, products, equipment, tools, transportation, services, and incidentals; erection, application or installation of items required for completion of the work;
- B. All loss or damage due to the nature of the work, action of the elements and unforeseen difficulties until final acceptance by the Owner;
- C. All costs arising from any infringement of a patent, trademark, or copyright.

- 2.02 No payment will be made for:

- A. Work which is in excess of that contained in the Contract;
- B. Removal and replacement of unauthorized or defective work and materials;
- C. Loss of anticipated profits.

- 2.03 The Project Manager may withhold payment or nullify the whole or a part of any application for payment because of:

- A. Defective work not repaired or replaced;
- B. Claims filed (unless Contractor provides title insurance, a bond or other security in a manner required by Owner);
- C. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
- D. Damage to another contractor, property owner and/or private or public property and improvements;
- E. Unauthorized deviations by the Contractor from the Contract Documents;
- F. The failure of the Contractor to prevent the filing of liens or claims or to avoid the reasonable probability of the filing of liens or claims against the Owner.

- 2.04 Neither partial payment nor release of retainage will relieve the Contractor of the obligation to correct defective work or materials

ARTICLE 3 – MEASUREMENT

- 3.01 The Contractor shall furnish Engineer with all required submittals in accordance with the Contract Documents.
- 3.02 The Contractor shall furnish all labor required to assist Engineer in obtaining and handling test samples at site or sources.
- 3.03 The Contractor shall furnish all labor, equipment and operators, and all other resources necessary to assist the Engineer in field investigations, measurements of materials, and verification of the completion of the work.
- 3.04 The Engineer will verify all measurements and quantities submitted by the Contractor prior to the issuance of any payment.

ARTICLE 4 – PAYMENT

- 4.01 The Owner will NOT make progress payments. Payment for this contract is lump sum after all work has been completed and approved by the Engineer or Owner.
- 4.02 Measurements and work will be reviewed with the Contractor and mutually agreed upon within 10 days of submission. After agreement of the application request has been made, payment will be made within 30 calendar days.
- 4.03 The Owner reserves the right to require unconditional Lien Waivers from the Contractor and all subcontractors and materials suppliers to the project prior to approving final payment.
- 4.04 Payment for materials shall not constitute acceptance of any materials which do not conform to the Contract Documents.
- 4.05 Upon satisfactory completion of the work performed under the Contract, as a condition before final payment or as a termination settlement, the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of the Contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in the Contract Documents, by State law, or otherwise expressly agreed to by the parties, final payment under the Contract or settlement upon termination of the Contract shall not constitute a waiver of the Owner's The Contractor shall continue to perform warranty work as required by the Contract after final payment.
- 4.06 Prior to final payment and before issuance of the final certificate therefore, the Contractor shall deliver the following papers to the Project Manager or Owner.
- A. Warranties required by the Contract Documents;
 - B. The final release of all "Liens", unless Contractor provides a bond or other security acceptable to the Owner;
 - C. All submittals not previously submitted as required by the Contract Documents;
 - D. Record Drawings required by the Contract Documents;

- E. All permits, licenses, approvals, certificates and authorizations required by any authority having jurisdictions;
- F. Satisfactory proof that all claims and taxes arising from or which may arise from the work have been finally and conclusively satisfied and released; and
- G. Such further documentation as the Engineer or Owner requires.

ARTICLE 5 – QUANTITIES

- 5.01 The general scope of work and material quantities noted on plans and within the bid proposal is estimated and not to be taken as an expressed or implied statement of the actual amount of work or material required to complete and furnish the “project”. The Contractor is responsible for independently verifying the scope of work and material quantities, and determining means and methods, and order of construction.
- 5.02 The Owner reserves the right to increase, decrease, or entirely eliminate certain items from the work if found to be desirable or advantageous to the Owner. Contract price adjustments shall be affected by change order in accordance with the Contract Documents.

ARTICLE 6 – DEFINITION OF CONTRACTOR’S SCHEDULE OF VALUES

- 6.01 This section is provided to the Contractor as a general description of the work and may or may not necessarily constitute all work required to furnish the improvements as described and provided for in the Contract Documents and Construction Plans.
- 6.02 The Engineer or Owner will measure and recommend payment for each bid item as detailed herein. Payment is contingent upon acceptance by the Owner.
- 6.03 SCHEDULE OF VALUES:
 - A. Mobilization: The lump sum price shall include preparatory operations including, but not limited to; those necessary for the movement of personnel, equipment, materials and incidentals to the project site in a safe and orderly manner during construction. The lump sum price under this item also includes, but is not limited to; demobilization and cleanup, preparing and submitting record drawings, correction of minor deficiencies in the work. Also included are insurance, preconstruction submittals, financing, and all permits prior to beginning the work.
 - B. Quality Control: The lump sum price shall include the cost of providing an independent quality control testing of earth and water, according to the Contract Documents. Includes all equipment, labor, materials, sampling, testing and incidentals.
 - C. Temporary Controls: The lump sum price includes noise control, mud control, surface water control, pollution control, erosion control, traffic control plan, Tooele County dig permit, and any additional temporary control that may be required to furnish the work. Includes Contractor’s costs to obtain and maintain all project and construction permits required by the Contract Documents.
 - D. Site Prep: The lump sum price includes cost to prepare the site prior to commencement of constructing and installing the floating dock attached to the shoreline, including but not limited to ensuring materials are on hand for assembly, concrete abutment is secure to attach gangway, auger piers are correct size for functionality and ensuring a secure work area. Includes cost of clearing and leveling the designated area, removal of obstacles or debris from site, equipment, labor, materials, etc. necessary to furnish the work.

- E. Pier Abutment: The lump sum price includes design and engineering, plans and drawings, material procurement, construction, finishing and restoration. This includes a proper abutment for the functionality of the dock, weight capacity, load bearing capability and safe public use as outlined in the contract.
- F. Pier Emplacement: The lump sum price shall include the cost to fasten concrete abutment, attach gangway, assembling dock materials to appropriate dimensions, fasten auger piers securely into the lake, use all materials provided by the agency and adhere to Tooele County codes and regulations.
- G. Dock Construction: The lump sum price shall include the cost to provide a finished floating dock, including all prerequisite materials, labor, quality assurance and warranty of work.
- H. Certification for Use: Lump sum price shall include necessary verifications and certifications for safety, public use, load bearing and stability in accordance with Tooele County building and water regulations.

END OF SECTION

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