

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES
(CFPUA CAPITAL PROJECTS)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.
- E. Defect assessment.
- F. Unit prices.
- G. Alternates.

1.2 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum/price as indicated on Bid Form, for use upon Owner's instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

- A. Submit Progress Estimate schedule on EJCDC C-620 or Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values within 15 days after date of Owner-Contractor Agreement.
- C. Format: Identify each line item with number and title. Also identify site mobilization, bonds and insurance. Schedule values shall total bid/agreement total(s).
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.

- E. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

- A. Submit copies of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment as directed by Engineer at Preconstruction Meeting.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment, when requested by Engineer.
 - 1. Current construction photographs.
 - 2. Record Documents, for review by Owner, which will be returned to Contractor.
 - 3. Affidavits attesting to off-Site stored products.
 - 4. Construction Progress Schedule, revised and current.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
 - 1. Use CSI Form 13.2A - Request for Interpretation for requesting interpretations.
 - 2. Engineer may respond with a direct answer on the Request for Interpretation form, EJCDC C-942, or Proposal Request.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 10 days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation.

- G. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's price quotation or Contractor's request for Change Order as approved by Engineer.
- H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change, when necessary for expediency. Changes in Contract Sum/Price or Contract Time will be computed as specified for Change Order.
- I. Work Directive Change: Owner/Engineer may issue directive, on EJCDC C-940 - Work Change Directive (Owner's version) signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- J. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- K. Change Order Forms: EJCDC C-941 - Change Order (Owner's version).

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer/Owner, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- E. Authority of Owner to assess defects and identify payment adjustments is final.

1.7 UNIT PRICES

- A. Unit Price Schedule and Measurement of Quantities:
 - 1. The Bid Form stipulates the unit price schedule for payment. Unit price items are measured by each, weight, volume, area, linear means, etc. as specified in the measurement and payment section prepared for the project by Engineer/Owner.
- B. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- C. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.

2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- E. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

1.8 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 1. Coordinate related requirements among Specification Sections as required.
 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION