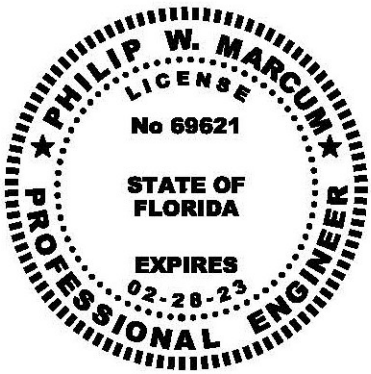
SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

APPROVAL STATUS							
PREPARED BY:	PWM	DATE	27July2021	CHECKED BY:	GA	DATE	27July2021
APPROVED BY:	DB	DATE	27July2021				

REVISION STATUS						
REV	ISSUED FOR	REVISED BY	CHECKED BY	APPROVAL	APPROVAL	DATE
0	Bidding	ML	CB	DB	PWM	11AUG2021

Engineer's Seal



Digital Signature

Philip W Marcum

Digitally signed by Philip W Marcum
DN: c=US, o=Unaffiliated, ou=A01410D0000017497222E2400009748, cn=Philip W Marcum
Date: 2021.08.11 16:15:58 -04'00'

PHILIP W. MARCUM P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 69621.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY PHILIP W. MARCUM ON 11 AUGUST 2021, USING A DIGITAL SIGNATURE ISSUED BY IDENTRUST.

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SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

1.2 SUBMITTALS

Owner approval is required for the following submittals:

SD-01 Preconstruction Submittals

Schedule of Prices Earned Value Report

SD-03 Product Data

Weight Certificates

1.3 SCHEDULE OF VALUES

1.3.1 Data Required

This Contract recommends the use of a cost-loaded Network Analysis Schedule (NAS). Schedule of Prices must not be used with cost-loaded Network Analysis Schedule (NAS). Use Earned Value Report derived from cost-loaded NAS. Within 15 calendar days of notice of award, prepare and deliver to the Owner's Representative a Schedule of Prices (construction Contract) as directed by the Owner's Representative. Schedule of Prices must have cost summarized and totals provided for each construction category. Provide a detailed breakdown of the Contract price, giving quantities for each of the various kinds of work, unit prices and extended prices. Contractor overhead and profit including salaries for field office personnel, if applicable, must be proportionately spread over all pay items and not included as individual pay items.

1.3.2 Payment Schedule Instructions

Payments will not be made until the Schedule of Values from the cost-loaded NAS has been submitted to and accepted by the Owner. For design phase progress payment(s), the Schedule of Prices or Earned Value Report from the Cost Loaded CPM must include detailed design activities and general (summarized) approach for the construction phase(s) of the project. The Schedule of Prices or Earned Value Report must be fully developed with detailed construction line items as design progresses. The complete design and construction Schedule of Prices or Earned Value Report must be submitted and accepted prior to starting construction work.

1.4 CONTRACT COST BREAKDOWN

The Contractor must furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its single job pay item or items which will be reviewed by the Owner's Representative as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Owner's Representative to agree with a reasonable cost of the work included in the various items. This Contract cost breakdown will then be utilized as the basis for progress payments to the Contractor. The cost breakdown shall be based on the bid form provided in the bid documents.

1.5 CONTRACTOR'S INVOICE AND CONTRACT PERFORMANCE STATEMENT

1.5.1 Content of Invoice

Requests for payment will be processed in accordance with the Contract Documents. Invoices not completed in accordance with contract requirements will be returned to the Contractor for correction of the deficiencies. The requests for payment shall include the documents listed below.

a. Updated overall baseline schedule
b. Proof of updated red line drawings
c. Copies of material invoices
d. Other supporting documents as requested.

1.5.2 Submission of Invoices

Monthly invoices and supporting forms for work performed through the anniversary award date of the Contract must be submitted to the Owner's Representative within 5 calendar days of the date of invoice. For example, if Contract award date is the 7th of the month, the date of each monthly invoice must be the 7th and the invoice must be submitted by the 12th of the month.

1.5.3 Final Invoice

a. A final invoice must be accompanied by the certification of Completion. If the Contractor is incorporated, the Final Release must contain the corporate seal. An officer of the corporation must sign and the corporate secretary must certify the Final Release.

b. Final invoices not accompanied by the Contractor's Final Release and required certification of Transportation of Supplies by Sea will be considered incomplete and will be returned to the Contractor.

1.6 PAYMENTS TO THE CONTRACTOR

Payments will be made on submission of itemized requests by the Contractor which comply with the requirements of this section and will be subject to reduction for overpayments or increase for underpayments made on previous payments to the Contractor.

1.6.1 Obligation of Owner Payments

The obligation of the Owner to make payments required under the provisions of this Contract will, at the discretion of the Owner's Representative, be subject to reductions and suspensions permitted under the County regulations including the following in accordance with the Contract Documents:

a. Reasonable deductions due to defects in material or workmanship.

b. Claims which the Owner may have against the Contractor under or in connection with this Contract.

c. Unless otherwise adjusted, repayment to the Owner upon demand for overpayments made to the Contractor; and

d. Failure to maintain accurate "as-built" or record drawings.

1.6.2 Payment for Onsite and Offsite Materials

Progress payments may be made to the Contractor for materials delivered on the site, for materials stored off construction sites, or materials that are in transit to the construction sites under the following conditions:

a. Payments Under Fixed Price Construction Contracts.

b. Materials delivered on the site but not installed, including completed preparatory work, and off-site materials to be considered for progress payment must be major high cost, long lead, special order, or specialty items, not susceptible to deterioration or physical damage in storage or in transit to the construction site. Examples of materials acceptable for payment consideration include, but are not limited to, structural steel, non-magnetic steel, non-magnetic aggregate, equipment, machinery, large pipe and fittings, precast/prestressed concrete products, plastic lumber (e.g., fender piles/curbs), and high-voltage electrical cable. Materials not acceptable for payment include consumable materials such as nails, fasteners, conduits, gypsum board, glass, insulation, and wall coverings.

c. Materials to be considered for progress payment prior to installation must be specifically and separately identified in the Contractor's estimates of work submitted for the Owner's Representative 's approval in accordance with Schedule of Prices and Earned Value Report requirement of this Contract. Requests for progress payment consideration for such items must be supported by documents establishing their value.

d. Materials are adequately insured and protected from theft and exposure.

e. Provide a written consent from the surety company with each payment request for offsite materials.

f. Materials to be considered for progress payments prior to installation must be stored onsite. Other locations are subject to written approval by the Owner's Representative.

g. Materials in transit to the job site or storage site are not acceptable for payment.

1.7 SINGLE JOB PAYMENT ITEMS

Payment items for the work of this Contract for which Contract job payments will be made are listed in the COST PROPOSAL FORM and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, are included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

The approved Schedule of Values will form the basis for monthly pay requests. No additional payments will be made for work performed beyond the limits defined in the construction drawings.

1.7.1 Mobilization
1.7.1.1 Description

The scope of this pay item is for the mobilization of equipment, materials, manpower and associated appurtenances including, but not limited to, the items listed below:

101. Pre-Mobilization Activities (Construction Submittals….)
102. Utility Locates
103. Laydown and Setup
104. Office Set-Up, Maintenance and Operation
105. Erosion and Sediment Control Best Management Practices
106. Temporary Downstream Access Road
107. Temporary Boat/Barge Dock
108. General Conditions
109. Permits, Bonding, etc.

1.7.1.2 Payment

Partial payments will be made at 25% of the bid price per month for the first four months.

1.7.2 Void Filling
1.7.2.1 Description

The scope of this pay item is to perform the void filling demonstration scope as described in the contract documents including, but not limited to, the items listed below:

201. Demonstration Project
202. Production – Downstream Apron
203. Production – Stilling Basin

1.7.3 Downstream Channel Repairs
1.7.3.1 Description

The scope of this pay item is to perform repairs to the downstream channel as described in the contract documents including, but not limited to, the items listed below:

301. Site Preparation (rip rap removal, excavation, engineered fill)
302. Existing Apron Slab Preparation
303. Reinforcement, Miscellaneous Metals, Expansion Joints, Sealant and Waterstop
304. Form, Pour and Cure Downstream Concrete Apron Overlay
305. Cast-in-Place Concrete Stairs
306. Concrete Stilling Basin Repairs (Skim Coat on End sill)
307. Training Wall Repairs
308. Demolition and Abandonment of Miscellaneous Metals and Drains
309. Ogee Repairs (Downstream and Upstream)

1.7.4 Downstream Pressure Relief System
1.7.4.1 Description

The scope of this pay item is to install the downstream pressure relief system as described in the contract documents including, but not limited to, the items listed below:

401. Vertical Relief Wells
402. End Sill Relief Wells

1.7.5 Encase Spillway with Seepage Barrier
1.7.5.1 Description

The scope of this pay item is to encase the spillway by installing a seepage barrier as described in the contract documents including, but not limited to, the items listed below:

501. Construction Grading
502. Sheet Piling Including Concrete Cap and Handrail Installation
503. Deep Soil Mixing (Test Sections, Final Design Approval, F&I), Assume 10% Portland Cement and 5% Bentonite by Weight
504. Jet Grouting (Test Sections, Final Design Approval, F&I), Assume 10% Portland Cement and 5% Bentonite by Weight
505. Concrete Slab on Grade Installation
506. Final Grading and Restoration

1.7.6 Approach Channel Repairs
1.7.6.1 Description

The scope of this pay item is to perform repairs to the upstream channel as described in the contract documents including, but not limited to, the items listed below:

601. Installation of Combi-Wall North and South Embankments
602. Complete Demolition and Removal of Slope Paving and Soldier Pile Wall and Lagging
603. Removal, Abandonment and Grouting of Monitoring Wells and Drains

604. Construction Excavation and Final Grading at the North and South Embankments and Approach Channel Including Removal of Steel Debris, Jet Grout Spoils, Organics and Other Debris Within the Approach Channel and around the approach channel walls
605. Removal of Grout Spoils from Approach Slab
606. Install Sheet Pile and Combi Wall System with Structural Bracing
607. Install Dewatering Wells and Grout Plug at Approach Slab
608. Partial Dewater of Approach Slab and Approach Channel Area. Contractor May Fully Dewater at Their Discretion.
609. Fully Dewater for Pre-Construction Inspection
610. Complete Approach Slab Repairs
611. Complete Approach Wall Repairs
612. Fully Dewater for Approach Slab Repairs Inspection
613. Flood Containment Area and Cut Sheet Pile on Approach Channel
614. Install Secondary Seal on Approach Channel.
615. Cut Combi-Wall at North and South Abutments and Restore Grade and Slope Paving
616. Cut Combi Wall and Install Concrete Cap at Approach Slab
617. Install Riprap to Final Grade
618. Placement of Watertight Slab on Grade
619. Install Handrail

1.7.7 Stoplog Guide and Tainter Gate Rehabilitation
1.7.7.1 Description

The scope of this pay item is to perform repairs to the stoplog guide and tainter gate as described in the contract documents including, but not limited to, the items listed below:

701. Stoplog Guide Repairs
702. Tainter Gate Repairs
703. Threshold Replacement
704. Course Screen Chamber - Concrete Repairs
705. Course Screen Chamber Miscellaneous Metal Removal/Refurbishment/Coating
706. 48" Pipe Inspection

1.7.8 Upstream Soil Cement Refurbishment
1.7.8.1 Description

The scope of this pay item is to perform upstream soil cement repairs as described in the contract documents including, but not limited to, the items listed below:

801. Uniform Section Mat Test Section
802. Concrete Slope Pavement Test Section
803. Spot Repair Test Section
804. Full Depth Soil Cement Test Section
805. Spot Repair at End of Flume

1.7.9 Mechanical Upgrades
1.7.9.1 Description

The scope of this pay item is to replace the existing electric motors, gear boxes and instrument and controls as described in the contract documents including, but not limited to, the items listed below:

901. Replace Electric Motors
902. Replace Gear Boxes
903. Replace Instrumentation and Controls

1.7.10 Miscellaneous Improvements
1.7.10.1 Description

The scope of this pay item is to install new or perform repairs to the levee and dam as described in the contract documents including the items listed below:

1001. Laybys
1002. Concrete Deck Repairs
1003. New Deck Paint: Sand Blast, Remove Rust, Primer and Paint
1004. Add Safety Ladders
1005. Add/Replace Handrails
1006. Skim Coat Over Piers
1007. Boat Launch Improvements
1008. Bridge Repairs

1.7.11 Demobilization
1.7.11.1 Description

The scope of this pay item is for general site restoration, cleanup, demobilization, and development of close-out documents and associated appurtenances including, but not limited to, the items listed below:

1101. Full Depth Asphalt Milling and Asphalt Pavement
1102. Punchlist Inspection
1103. Restoration of Laydowns
1104. Final Cleanup
1105. Closeout Manuals / Submittals
1106. Red-Line Construction Drawings
1107. Borrow Area Reclamation

1.7.12 Add Alternate Contractor Unit Prices
1.7.12.1 Description

The scope of these pay items are separate from the above listed bid items and will be used to establish standard rates for unforeseen circumstances that may arise during the course of the work and formally approved for implementation through fully executed change orders.

1.8 UNIT PRICE PAYMENT ITEMS – NOT USED

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

-- End of Section --