

SECTION 01 02 50**MEASUREMENT AND PAYMENT****PART 1 - GENERAL****1.1 REQUIREMENTS INCLUDED**

- A. Unit prices.
- B. Application for Payment.
- C. Change Order Procedures.

1.2 RELATED REQUIREMENTS

- A. Conditions and Provisions of the Contract.

1.3 APPLICATIONS FOR PAYMENT

- A. Progress payments shall be made as the Work proceeds at intervals stated in the Contract.
- B. All Work covered by Progress Payments shall, at the time of payment, become the property of the Owner.
- C. Form of Application for Payment will be notarized AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 - Continuation Sheet, submitted in quadruplicate.
- D. Contractor to submit to Engineer within 15 days of execution of Owner/Contractor Agreement proposed sample of Lien Waiver and Bills Paid Affidavit forms for review and acceptance by Engineer for use on this Contract.
- E. Conditions governing regular schedule for applications, payment, and retainage are as stated in the Contract.
- F. Monthly Applications for Payment shall include Waivers of Liens for all Work included in the previous months' Application for Payment. Waiver of Liens for the subcontractors and materialmen shall be the total amount paid prior to the previous month's Application for Payment.
- G. With each Application for Payment, Contractor shall certify that such Application for Payment represents a just estimate of cost reimbursable to Contractor under terms of Contract, and shall also certify that there are not any Mechanics' or Materialmen's Liens outstanding at the date of this Application for Payment, that all due and payable bills

with respect to the Work have been paid to date or shall be paid from proceeds of that Application for Payment, and that there is no known basis for the filing of any Mechanics' or Materialmen's Liens against the surety in connection with the Work, and that Waivers and Bills Paid Affidavit forms from all subcontractors and materialmen have been, or will be, obtained in the form specified in the Contract.

1.4 CONSTRUCTION CHANGE ORDER PROCEDURES

- A. Contractor to submit to Engineer within 15 days of execution of Owner/Contractor Agreement name of individual authorized to accept changes on behalf of Contractor, and to be responsible for informing others in Contractor's employ of changes in the Work.
- B. Change Order forms will be furnished and issued by Engineer.
- C. Contractor Documentation of Changes:
 - 1. Maintain detailed records of Work done on an accounting basis acceptable to Engineer and Owner. Provide full information required for evaluation of proposed changes.
 - 2. Document each quotation for a change in cost or time with sufficient data to allow evaluation of quotation.
 - 3. On request, provide additional data to support computations:
 - a. Quantities of products, labor and equipment.
 - b. Insurance and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 4. Support each request for additional costs, and for Work proposed on a time and material basis, with description of products, equipment, cost of labor and subcontracts, completely documented.
 - 5. Computation for changes in Work will be computed in one of the manners described in the Conditions of the Contract.
- D. Initiation of Changes:
 - 1. Engineer may submit Proposal Request which includes detailed description of change with supplementary or revised Drawings and Specifications.
 - 2. Contractor may initiate a proposed change by submittal of a request to Engineer describing proposed change with statement of reason for change, and proposed effect on Contract Sum and Contract Time with full documentation, and a statement of the effect on Work of separate contractors. Document any requested substitutions. Submission of such requests and receipt of same by Engineer does not mean acceptance, or approval, of proposed change.
 - 3. Contractor shall incorporate into his Construction Progress Schedule sufficient time for Owner's review process. Proposed changes, not within the scope of the

Contingency Allowance described in Section 01 02 00, will be reviewed and approved or rejected only by the Midlothian Independent School District at their next regularly scheduled meeting after proposal is prepared by Engineer. Meetings of the School Board are regularly scheduled at four (4) week intervals.

4. Owner's schedule for review and acceptance or rejection of proposed changes will not be grounds for extensions in Contract Time.

E. Authorization:

1. The Owner may request, through the Engineer, a Construction Change Directive, in writing, instructing Contractor to proceed with changes of all or in part of Work, for subsequent inclusion in a Change Order that is pending. Directive will propose basis for necessary adjustments, if any, to Contract Sum or Time.
2. All changes that affect Contract Sum and/or Contract Time will require a Change Order signed by the Owner and the Engineer. Contractor's signature indicates agreement. Any other orders, written or oral, by the Owner through the Engineer or by the Engineer shall be treated as a Change Order only if Contractor gives Owner proper written notice as described in Conditions of Contract.
3. Promptly execute the change in Work only upon receipt of approved Change Order or Owner's written Construction Change Directive.

F. Execution:

1. Engineer will issue Change Orders for signatures of parties as provided in Conditions of Contract.
2. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum as shown on Change Order.
3. Promptly revise Progress Schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by Change, and resubmit Schedule.
4. Promptly enter Changes in Project Record Documents.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION