



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT  
SECRETARY

July 9, 2019

Khoa Nguyen  
Director, Office of Technical Services  
Federal Highway Administration  
3500 Financial Plaza, Suite 400  
Tallahassee, Florida 32312

Re: State Specifications Office  
Section: **009**  
Proposed Specification: **SP0090201DB Measurement and Payment – Design Build.**

Dear Mr. Nguyen:

We are submitting, for your approval, two copies of the above referenced Special Provision.

The changes are proposed by Kristin Tadlock in the Construction Office to provide consistency in how asphalt adjustments are made.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to [stefanie.maxwell@dot.state.fl.us](mailto:stefanie.maxwell@dot.state.fl.us).

If you have any questions relating to this specification change, please call me at 414-4140.

Sincerely,

Stefanie D. Maxwell, P.E.  
Manager, Program Management Office

SM/rf  
Attachment

cc: Florida Transportation Builders' Assoc.  
State Construction Engineer

**MEASUREMENT AND PAYMENT – DESIGN BUILD  
(REV 5-21-19)**

SUBARTICLE 9-2.1.1 is deleted and the following substituted:

**9-2.1.1 Fuels:** On Contracts with an original Contract Time in excess of 120 calendar days, the Department will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

The Contractor will certify the number of gallons of fuel (gasoline and/or diesel) used on this Contract during the period represented by each Contractor's Certified Monthly Estimate.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the Department. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the State Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for fuel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 0.95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract.

Gallons will be derived only from the established Standard Fuel Factor list posted on the State Construction Office website at the following URL:  
<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

The Department will provide a computer application that will calculate and print the gallons of gasoline and/or diesel for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Contractor's Certified Monthly Estimate as required in 9-11.

Payment will be based on the quantities shown on the Contractor's Certified Monthly Estimate on all items for which established standard fuel factors are posted on the State Construction Office website at the following URL:  
<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed. The total price adjustment for the contract is limited to the pay quantity as specified in 9-2.3.2.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

SUBARTICLE 9-2.1.2 is deleted and the following substituted:

**9-2.1.2 Bituminous Material:** Prepare a Contractor's Certification of Quantities, using the Department's current approved form for Superpave Asphalt Base, Turnout Construction (Asphalt), Asphalt Treated Permeable Base, Superpave Asphaltic Concrete, Miscellaneous Asphalt Pavement, Asphalt Concrete Friction Course, and Asphalt Membrane Interlayer items. On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

The Department will provide a computer application that will calculate and print the number of gallons of bituminous material for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Contractor's Certified Monthly Estimate as required in 9-11.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons})$$

Where ID = Index Difference =  $[\text{CAPI} - 0.95(\text{BAPI})]$  when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference =  $[\text{CAPI} - 1.05(\text{BAPI})]$  when the API has increased between the month of bid and month of this progress estimate.

For all asphalt concrete, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 pounds per gallon.

For asphalt treated permeable base, the number of gallons will be determined assuming a mix design with 3% liquid asphalt weighing 8.58 pounds per gallon.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed. The total price adjustment for the contract is limited to the pay quantity as specified in 9-2.3.2.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

SUBARTICLE 9-2.3.2 is deleted and the following substituted:

**9-2.3.2 Asphalt Pay Adjustments:** Asphalt pay quantity adjustments apply to asphalt items listed in Sections 234, 334, 337, and 339.

For each item, the pay quantity will be based on the quantity placed on the project, limited to 105% of the adjusted quantity for the item. The adjusted quantity will be determined by dividing the sum of the quantities from the plan summary boxes (including any Engineer approved quantity revisions) by the design  $G_{mm}$  stated in 334-1.4 (design  $G_{sb}$  stated in 337-8.2 for FC-5), and multiplying by the tonnage-weighted average  $G_{mm}$  (tonnage-weighted average  $G_{sb}$  for FC-5) of the mixes used.

For each item, additions in pay will be made if the actual quantity placed exceeds the adjusted quantity. Additions in pay will be calculated by subtracting the adjusted quantity placed from the actual quantity placed, multiplied by the unit prices as determined by 9-2.3.1. The additional pay quantity shall not exceed 5% of the adjusted quantity.

For each item, reductions in pay will be made if the actual quantity placed is less than the adjusted quantity. Reductions in pay will be calculated by subtracting the adjusted quantity from the actual quantity placed, then multiplied by the unit prices as determined by 9-2.3.1. ~~Any quantity over the adjusted quantity shall not be paid.~~

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