

009 SCOPE OF PAYMENTS.

(REV 10-26-00) (FA 11-17-00) (1-02)

ARTICLE 9-2 (Pages 86-89) is deleted and the following substituted:

9-2 Scope of Payments.

9-2.1 Items Included in Payment: Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

9-2.1.1 Fuels: The Department will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. On Contracts with an original Contract Time in excess of 100 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%.

Price indexes will be determined by the Department and will be available on the Contracts Office web site after the 15th of each month.

Price adjustments will not be made for Items of work added by supplemental agreement.

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

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

$\$ \text{ Adjustment} = (\text{ID})(\% \text{ Increase, This Estimate})(\text{TEF}).$

Where ID = Index Difference = $[\text{CFP} - 0.95(\text{BFP})]$

TEF = Total Estimated Fuel Requirement

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

$$\text{\$ Adjustment} = (\text{ID})(\% \text{ Increase, This Estimate})(\text{TEF})$$

$$\text{Where ID} = \text{Index Difference} = [\text{CFP} - 1.05(\text{BFP})]$$

$$\text{TEF} = \text{Total Estimated Fuel Requirement}$$

9-2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5000 tons [4536 MT] of asphalt concrete, the Department will adjust the bid unit price for bituminous material 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 Contracts Office web site after the 15th of each month.

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

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons [liters]})$$

Where ID = Index Difference = [CAPI – 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = [CAPI – 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

For asphalt concrete items payable by the ton [MT], the number of gallons [liters] will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal [1.03 kg/L].

Asphalt concrete items payable by the square yard [square meter] will be converted to equivalent tons [MT] assuming a weight of 100 lb/yd²-in. [54 kg/m²-25 mm.]

9-2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, the Department will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.