

## **MEASUREMENT AND PAYMENT.**

**(REV 10-29-01) (FA 1-9-02) (7-02)**

SUBARTICLE 9-1.3 (Page 85) is deleted and the following substituted:

### **9-1.3 Determination of Pay Reduction:**

In measurement of areas of work, where pay reductions are to be assessed, the Engineer will use the lengths and/or widths in the calculations based upon station to station dimensions on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement which will reflect with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

Failure on the part of the Contractor to construct any item of work to plan or authorized dimensions within the specification tolerances shall result in: Reconstruction to acceptable tolerances at no additional cost to the Department; acceptance at no pay; or, acceptance at reduced pay, all at the discretion of the Engineer.

ARTICLE 9-2 (of the Supplemental Specifications) 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.

The Contract Lump Sum Price will include overhead, profits, fuel adjustments, and direct and indirect costs required to complete the project.

**9-2.1.1 Bituminous Material:** On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons [5,000 metric tons] 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 Contractor will provide the Department a Certified Invoice no later than twelve o'clock (12:00) noon, Wednesday, prior to the monthly estimate cutoff date based on the quantity of asphalt production. This certified invoice shall consist of the following:

1. Invoice Number and period represented by invoice.
2. Contract Number, FPID Number and State Project Number.
3. Tons/Metric Tons.
4. Gallons/Liters calculated based on the criteria specified in this Subarticle.

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 web site prior to the 15<sup>th</sup> 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 all asphalt concrete, 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].

**9-2.2 General Basis of Adjusted Pay:**

**9-2.2.1 Deficiencies:** When a deficiency occurs that results in the acceptance of a material at a reduced payment level as defined in these Specifications, the Engineer will apply a reduction in payment for the material in question based on the unit prices shown in Table 9-1.

Table 9-1

Item Description	Unit	Unit Prices
	There are no pay	
	adjustments for	
	this Contract	

On asphalt projects, the average spread rate will be used to determine if the amount of material placed on the project meets the minimum requirements. Prior to

placing asphalt mix, propose a spread rate for each layer, which when combined with other layers, will meet the design thickness/spread rate specified in the plans.

During construction, an average spread rate will be calculated for each layer per LOT (as defined in Section 334) and compared with the proposed spread rate. In the event the average spread rate for the LOT is less than the proposed spread rate, the Engineer will determine if the material is acceptable to remain in place at full pay, reduced pay or shall be removed and replaced at no cost to the Department. Reductions in pay will be determined per roadway LOT by applying a proportional reduction in payment for the material in question, based on a ratio of the average spread rate for the LOT to the proposed spread rate, which will then be applied using the unit prices(s) as shown in Table 9-1.

On projects specifying a thickness in the plans rather than the design spread rate, the minimum spread rate shall be established by multiplying the maximum specific gravity of the asphalt mix (as indicated on the verified mix design) by 43 lbs/sy (for fine graded mixes) or 44 lbs/sy (for coarse graded mixes) for every inch of asphalt [9.2 kg/m<sup>2</sup> for every 10 mm of asphalt (for fine graded mixes), or 9.4 kg/m<sup>2</sup> for every 10 mm (for coarse graded mixes)]. The weight of the mixture shall be determined as provided in 320-2 (including the provisions for automatic recordation system).

On projects specifying a total spread rate of mix on the plans for asphalt, calculate the average spread rate for each layer per LOT, and then sum the individual layers together to calculate the total spread rate for all the layers.

**9-2.2.2 Asphalt Overbuild:** Where overbuild is called for in the plans for the correction of cross-slope, the Engineer will make an adjustment in payment should the quantity of material placed be less than the specified spread rate. In addition, should the material placed exceed the specified spread rate, an upward adjustment will be made representing the additional material placed. The upward adjustment in payment is limited to 5% of the original material required for overbuild. Adjustments in pay will be determined for the entire project by applying a proportional adjustment in payment for the material in question, based on a ratio of the average spread rate to the design spread rate, which will then be applied using the unit prices as shown in Table 9-2.

Table 9-2

Item Description	Unit	Unit Prices
	There are no pay	
	adjustments for	
	this Contract	

An average spread rate, per calculations defined in Subarticle 9-2.2, shall be used to determine verification of the required amount of asphalt for the project.

**9-2.2.3 Foundations:** Adjustment in the lump sum payment will be made for actual quantities installed of Piling and Drilled Shafts, as additions or deletions for the total project quantity determined from the pile/drilled shaft elevations shown in the plans.

The Engineer will base all adjustments in payment on the unit prices as shown in Table 9-3.

Table 9-3

Item Description	Unit	Unit Prices
	There are no pay	
	adjustments for	
	this Contract	

Payment listed above for Piling and Drilled Shafts includes all work required to install the foundation element to the required capacity/depth.

**9-2.2.4 Quality:** Where an adjustment of payment for quality is called for in the Specifications, the Engineer will make such adjustments for the corresponding quantity of material based on the unit prices shown in Table 9-4.

Table 9-4

Item Description	Unit	Unit Prices
	There are no pay	
	adjustments for	
	this Contract	

ARTICLE 9-3 (Pages 89-91) is deleted.

SUBARTICLE 9-6.5.2 (of the Supplemental Specifications) is deleted and the following substituted:

**9-6.5.2 Partial Payment Amounts:** The following partial payment restrictions apply:

(1) Partial payments less than \$5,000 for any one month will not be processed.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

ARTICLE 9-10 (Page 101) is expanded as follows:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the

date the invoice is received or the goods or services are received, inspected and approved, by the Department.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices that have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

SECTION 9 (Pages 84-101) is expanded by the following new Article.

#### **9-12 Submittals.**

**9-12.1 Data Required:** Within 15 calendar days of receipt of a notice of award, prepare and deliver to the Engineer an estimate of the quantities for the following activities or work items: Earthwork and Related Operations, Base Courses, Hot Bituminous Mixtures, Portland Cement Concrete, and Reinforcing Steel as stated in Division II of the 2000 Standard Specifications for Road and Bridge Construction.

These quantities will determine the minimum material sampling and testing requirements for this Contract in accordance with the Department's Sampling, Testing, and Reporting Guide. These quantities will not be considered payment quantities. Quantities provided by the Contractor shall only be used to determine the material sampling and testing frequencies for the above activities or work items and shall have no monetary value to the Contract Lump Sum Price.

**9-12.2 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items:** In order to facilitate quality assurance inspection for fabrication of critical items, the Contractor shall submit a fabrication schedule for all items requiring Commercial Inspection as stated in 460-23. The fabrication schedule shall be submitted to the Department's Commercial Inspection State Materials Office, with a copy provided to the Engineer, prior to, or at, the pre-construction meeting. Fabrication of critical items include, but is not limited to: steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding forty-five feet, movable bridge components, and any other items, that FDOT personnel identify.

**9-12.3 Submittal Instructions:** The Contractor will prepare a progress invoice for each project in the Contract. Submit the progress invoice to the Engineer. The Engineer will not pay for any item of work until the progress invoice is approved.

**9-12.4 Contractor's Invoice:** The Contractor shall make a request for payment by submitting an invoice no later than Twelve O'Clock noon Wednesday prior to the

estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's invoice shall consist of the following:

(a) Contract Number, FPID Number, State Project Number, W.P.I. Number, Invoice Number, Invoice Date and the period that the invoice represents.

(b) The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.

(c) Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract days.

**9-12.5 Payment to the Contractor:** Upon receipt of the progress invoice and approval by the Engineer, payment shall be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments shall be approximate only and shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment.