

SCOPE OF PAYMENTS.

(REV 4-7-04) (6-04)

ARTICLE 9-2 (Pages 88 and 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. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by the Department as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the Department's standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. 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%.

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 Construction Office website before the 15th of each month, at the following URL:

www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.htm .

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors are on a file maintained by the Department.

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:

$A_i = F_i (P_i - .95 P_b)$ 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 [liters] 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 [liters] 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.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

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.

9-2.1.2 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, 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 Construction Office website before the 15th of each month at the following URL:
www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.htm .

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 = $[\text{CAPI} - 0.95(\text{BAPI})]$ 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.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton [metric ton], 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 [metric tons] assuming a weight of 100 lb/yd² per inch [54 kg/m² per 25 mm].

9-2.1.3 Steel: On Contracts having an original Contract Time of more than 180 calendar days, or more than 50 tons [50 metric tons] of steel as a component of Indexed items, the Department will make a price payment on each applicable progress estimate to reflect increases or decreases in the Steel Price (SP) at the time of delivery of steel to the material fabricator from the SP in effect during the month in which bids were received. The Contractor must make a timely request for payment or deductions by submitting an invoice, no later than 12 O'clock noon, Monday, after the estimate cut-off date for any month during which any delivery of steel to the material fabricator is made. The Contractor will not be given the option of accepting or rejecting this adjustment, and failure to timely submit an invoice constitutes a material breach of the Contract. SP adjustments will be made only when the delivery month SP (DSP) varies by more than 5% of the SP prevailing in the month when bids were received (BSP), and then only on the portion that exceeds 5%. No adjustment will be made for changes in, including but not limited to, the cost of manufacturing, fabrication, shipping, storage, etc.

The Indexed items are defined as follows:

- (1) Structural Steel (including structural bolts, metal attachments, and structural steel in sign supports).
- (2) Reinforcing bar paid under Section 415.
- (3) Steel Piling.

The Department will determine the monthly SP, by averaging the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM). The SP will be based on averages in effect from the 1st thru the 10th of each month. The price shall be adjusted to dollars per pound [kg]. The SP will be available prior to the 15th of the month at the following URL: www.dot.state.fl.us/construction/steel/steel.htm.

The Contractor will certify the following for the period represented by each invoice:

- (1) The dates and amounts of steel shipped from the mill to the material fabricator.
- (2) The amount of steel (by weight) incorporated into the Indexed items.

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

$$SCA = (ID)(Q)$$

Where SCA = Steel cost adjustment, in dollars;

Where Q = quantity of steel, in pounds [kg].

Where ID = Cost Difference = [DSP – 0.95(BSP)] when the SP has decreased between the month of bid and delivery.

Where $ID = \text{Cost Difference} = [DSP - 1.05(BSP)]$ when the SP has increased between the month of bid and delivery.

Adjustments will be paid or charged on the current progress estimate to reflect the index difference at the time the steel was shipped from the mill to the material fabricator.

The Prime Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors or suppliers as applicable.

No adjustments will be made for any indexed items manufactured from steel having a mill shipping date prior to the letting date of the Contract.

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.