



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JOSÉ ABREU
SECRETARY

June 21, 2005

Mr. Donald Davis
Program Operations Engineer
Federal Highway Administration
545 John Knox Road
Tallahassee, Florida 32303

Re: Office of Design, Specifications
Section 009
Proposed Specification: 00902LS-Measurement and Payment-Fuels

Dear Mr. Davis:

We are submitting, for your approval, two copies of a proposed Supplemental Specification for Measurement and Payment-Fuels.

This change was proposed by David Sadler of the State Construction Office to exclude requirement for price adjustment for work added by contingency agreement.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via Email to SP965DB or duane.brautigam@dot.state.fl.us.

If you have any questions relating to this specification change, please call Duane F. Brautigam, State Specifications Engineer at 414-4110.

Sincerely,

Duane F. Brautigam, P.E.
State Specifications Engineer

DFB/sh

Attachment

cc: General Counsel
Florida Transportation Builders' Assoc.
State Construction Engineer

**MEASUREMENT AND PAYMENT-FUELS.
(REV 5-16-05)**

SUBARTICLE 9-2.1.1 (of the Special Provisions) 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%.

Price adjustments made for fuel used after the 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.

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

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

Price adjustments will not be made for Items of work added by contingency supplemental agreement, supplemental agreement, field supplemental agreement, or work orders.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for fuel 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.

Gallons will be derived only from the established Standard Fuel Factor list posted on the State Construction Office website at the following URL: www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.htm .

The Department will provide an 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 Certified Invoice as required in 9-11.4.

Payment will be based on the quantities shown on the Contractor's Invoice on all items for which established standard fuel factors are posted on the State Construction Office website at the following URL: www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.htm .

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.

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