

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

July 11, 2023

Addendum No. 1

RE: Contract # C204820 WBS # 47994.3.2 FEDERAL AID NO. NHPIM-087(044) Nash County (I-6045) US-64 (FUTURE I-87) FROM SR-1306 (SOUTH OLD FRANKLIN RD) TO SR-1603 (OLD CARRIAGE RD).

July 18, 2023 Letting

To Whom It May Concern:

Reference is made to the proposal furnished to you on this project.

The following revisions have been made to the proposal.

Page No.	Revision	
Proposal Cover	Note added that reads	
r toposai Covei	"Includes Addendum No. 1 Dated 07-11-2023".	
Table of Contents	Updated to reflect changes below.	
	The Project Special Provision entitled INTERMEDIATE	
G-5 thru G-14	CONTRACT TIME NUMBER 3 AND LIQUIDATED	
	DAMAGES has been added.	

Please void the above listed existing Pages in your proposal and staple the revised Pages thereto.

The contract will be prepared accordingly.

Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Telephone: (919) 707-6900

Fax: (919) 250-4127

Sincerely,

-DocuSigned by:

Konald Elton Davenport, Jr.

Ronald E. Davenport, Jr., PE State Contract Officer

RED/cms Attachments

cc: Mr. Boyd Tharrington, PE

Mr. Keith Eason, PE

Mr. Ken Kennedy, PE

Mr. Mike Gwyn Project File (2) Mr. Forrest Dungan, PE

Ms. Jaci Kincaid

Mr. Jon Weathersbee, PE

STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RALEIGH, N.C.

PROPOSAL

INCLUDES ADDENDUM No. 1 DATED 07-11-2023

DATE AND TIME OF BID OPENING: Jul 18, 2023 AT 02:00 PM

CONTRACT ID C204820 WBS 47994.3.2

FEDERAL-AID NO. NHPIM-087(044)

COUNTY NASH

T.I.P NO. I-6045

MILES 9.470

ROUTE NO. US-64

LOCATION US-64 (FUTURE I-87) FROM SR-1306 (SOUTH OLD FRANKLIN RD) TO SR-

1603 (OLD CARRIAGE RD).

TYPE OF WORK PAVEMENT REHABILITATION.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

C204820 I-6045 Nash County

TABLE OF CONTENTS

COVER SHEET PROPOSAL SHEET

PROJECT SPECIAL PROVISIONS

CONTRACTOR PREQUALIFICATION:	G-1
INTERESTED PARTIES LIST:	
BUILD AMERICA, BUY AMERICA (BABA):	G-3
LIABILITY INSURANCE:	G-3
CONTRACT TIME AND LIQUIDATED DAMAGES:	G-4
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:	G-4
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:	G-5
INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:	G-5
MAJOR CONTRACT ITEMS:	
SPECIALTY ITEMS:	G-6
FUEL PRICE ADJUSTMENT:	G-6
STEEL PRICE ADJUSTMENT:	
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:	G-18
DISADVANTAGED BUSINESS ENTERPRISE:	G-18
CERTIFICATION FOR FEDERAL-AID CONTRACTS:	G-31
CONTRACTOR'S LICENSE REQUIREMENTS:	G-32
RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:	G-32
USE OF UNMANNED AIRCRAFT SYSTEM (UAS):	G-32
EQUIPMENT IDLING GUIDELINES:	G-33
U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:	G-33
MAINTENANCE OF THE PROJECT:	G-34
COOPERATION BETWEEN CONTRACTORS:	
ELECTRONIC BIDDING:	G-35
AWARD LIMITS:	G-35
TWELVE MONTH GUARANTEE:	G-35
EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:	G-36
PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:	G-41
NOTES TO CONTRACTOR:	G-43
ROADWAY	R-1
STANDARD SPECIAL PROVISIONS	
AVAILABILITY FUNDS – TERMINATION OF CONTRACTS	SSP-1
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY	SSP-2
ERRATA	SSP-5
PLANT AND PEST QUARANTINES	SSP-13
TITLE VI AND NONDISCRIMINATION	
MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS	
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONST. CONTRACTS	
ON-THE-JOB TRAINING	
MINIMIM WAGES	SSP-41

C204820 I-6045 Nash County

UNIT PROJECT SPECIAL PROVISIONS

GEOTECHNICAL	GT-1.1
TRAFFIC CONTROL	TC-1
EROSION CONTROL	EC-1

PROPOSAL ITEM SHEET

ITEM SHEET(S)

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **7:00 a.m.** the Thursday before Independence Day and **6:00 p.m.** the Tuesday after Independence Day.

- 6. For **Labor Day**, between the hours of **7:00 a.m.** Friday and **6:00 p.m.** Tuesday.
- 7. For **Thanksgiving**, between the hours of **7:00 a.m.** Tuesday and **6:00 p.m.** Monday.
- 8. For **Christmas**, between the hours of **7:00 a.m.** the Friday before the week of Christmas Day and **6:00 p.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are Two Hundred Fifty Dollars (\$ 250.00) per fifteen (15) minute time period.

<u>INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:</u> (5-21-13) 108 SP1 G14

The Contractor shall complete the work required of installing each new inductive loop after the removal of each existing loop by the milling, patching or resurfacing operations and shall place and maintain traffic on same.

The date of availability for this intermediate contract time for each inductive loop installation will be the date when the Contractor elects to disturb the existing inductive loop.

The completion date for this intermediate contract time for each inductive loop installation will be the date which is **seven** (7) consecutive calendar days after the date of availability.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per calendar day.

<u>INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:</u> (2-20-07) (Rev. 6-18-13) 108 SP1 G14

The Contractor shall complete the work required of full depth asphalt shoulder construction along Maps #1 and #2 as shown on Sheets #4 & #5 (Typicals #1, #3 & #6) and shall place and maintain traffic on same. This Intermediate Contract Time shall be utilized no more than two (2) times (once for each map).

The work shall be completed using a continuous lane closure; the maximum length of a continuous lane closure shall be two (2) miles. The Contractor may elect to install a continuous lane closure on Map #1 and on Map #2 to perform the work concurrently.

The date of availability for **each independent** intermediate contract time is the date the Contractor elects to begin the work.

The completion date for **each independent** intermediate contract time is the date which is **sixty** (60) consecutive calendar days after and including the date of availability.

The liquidated damages for each Independent Intermediate Contract Time are Two Thousand Dollars (\$ 2,000.00) per calendar day. The liquidated damages associated with Intermediate Contract Time Number 1 will <u>not</u> apply to this work.

MAJOR CONTRACT ITEMS:

(2-19-02) 104 SPI G28

The following listed items are the major contract items for this contract (see Article 104-5 of the 2018 Standard Specifications):

Line #	Description
26	Asphalt Concrete Base Course, Type B25.0C
28	Asphalt Concrete Surface Course, Type S9.5D
31	Open-Graded Asphalt Friction Course, Type FC-1 Modified

SPECIALTY ITEMS:

(7-1-95)(Rev. 7-20-21) 108-6 SPI G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2018 Standard Specifications).

Line #	Description
40-45	Guardrail
54-58	Long-Life Pavement Markings
64	Permanent Pavement Markers
65-72	Erosion Control
73	Signals/ITS System

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 11-15-22) 109-8 SPI G43

Revise the 2018 Standard Specifications as follows:

Page 1-87, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is \$ 2.4999 per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Erosion Control Stone	Gal/Ton	0.55
Rip Rap, Class	Gal/Ton	0.55
Asphalt Concrete Base Course, Type	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type	Gal/Ton	0.90 or 2.90
Ultra-thin Bonded Wearing Course	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
> 11" Portland Cement Concrete Pavement	Gal/SY	0.327
Concrete Shoulders Adjacent to > 11" Pavement	Gal/SY	0.327
9" to 11" Portland Cement Concrete Pavement	Gal/SY	0.272
Concrete Shoulders Adjacent to 9" to 11" Pavement	Gal/SY	0.272
< 9" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to < 9" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form%20-%20%20Starting%20Nov%202022%20Lettings.pdf

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

STEEL PRICE ADJUSTMENT:

(4-19-22)(Rev. 7-18-23)

SP1 G47

Description and Purpose

Steel price adjustments will be made to the payments due the Contractor for items as defined herein that are permanently incorporated into the work, when the price of raw steel mill products

utilized on the contract have fluctuated. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

Eligible Items

The list of eligible bid items for steel price adjustment can be found on the Departments website at the following address:

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Adjustments will only be made for fluctuations in the material cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill is defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

No steel price adjustments will be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the letting date.

Bid Submittal Requirements

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the completed Form SPA-1 to the Department (State Contract Officer or Division Contract Engineer) along with the payment bonds, performance bonds and contract execution signature sheets in a single submittal. If Form SPA-1 is not included in the same submittal as the payment bonds, performance bonds and contract execution signature sheets, the Contractor will not be eligible for any steel price adjustment for any item in the contract for the life of the contract. Form SPA-1 can be found on the Department's website at the following address:

https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1.xlsm

The Contractor shall provide Form SPA-1 listing the Contract Line Number, (with corresponding Item Number, Item Description, and Category) for the steel products they wish to have an adjustment calculated. Only the contract items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1. The Contractor may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Contractor's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once Form SPA-1 has been received by the Department. Items the Bidder chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. Should the bidder elect an eligible steel price item, the entire quantity of the line item will be subject to the price adjustment for the duration of the Contract. The Bidder's designations on Form SPA-1 must be written in ink or typed and signed by the Bidder (Prime Contractor) to be considered complete. Items not properly designated, designated with "No", or left blank on the Bidder's Form SPA-1 will automatically be removed from consideration for adjustment. No steel items will be eligible for

steel price adjustment on this Project if the Bidder fails to return Form SPA-1 in accordance with this provision.

Establishing the Base Price

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The indices will be calculated by the Department for the different categories found on the Product Relationship Table below. For item numbers that include multiple types of steel products, the category listed for that item number will be used for adjusting each steel component.

The bidding index for Category 1 Steel items is \$ 46.80 per hundredweight.

The bidding index for Category 2 Steel items is \$ 74.94 per hundredweight.

The bidding index for Category 3 Steel items is \$ 66.33 per hundredweight.

The bidding index for Category 4 Steel items is \$ 54.64 per hundredweight.

The bidding index for Category 5 Steel items is \$ 57.94 per hundredweight.

The bidding index for Category 6 Steel items is \$ 76.98 per hundredweight.

The bidding index for Category 7 Steel items is \$49.41 per hundredweight.

The bidding index represents a selling price of steel based on Fastmarkets data for the month of May 2023.

- MI = Monthly Index. in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.
- BI = Bidding Index. in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.

Steel Product (Title)	BI, MI*	Adjustment Date for MI	Category
Reinforcing Steel, Bridge Deck, and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe		Delivery Date from Producing Mill	2
Steel H-Piles, Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail Items and Pipe Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles, High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7

Submit documentation to the Engineer for all items listed in the Contract for which the Contractor is requesting a steel price adjustment.

Submittal Requirements

The items in categories 1,2, and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification immediately upon arrival at the fabricator.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2, found on the Departments website at the following address:

https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx

Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

Step 1 (Form SPA -2)

Utilizing Form SPA-2, submit separate documentation packages for each line item from Form SPA-1 for which the Contractor opted for a steel price adjustment. For line items with multiple components of steel, each component should be listed separately. Label each SPA-2 documentation package with a unique number as described below.

a. Documentation package number: (Insert the contract line-item) - (Insert sequential package number beginning with "1").

Example: 412 - 1, 412 - 2, 424 - 1, 424 - 2, 424 - 3, etc.

- b. The steel product quantity in pounds
 - i. The following sources should be used, in declining order of precedence, to determine the weight of steel/iron, based on the Engineers decision:
 - 1. Department established weights of steel/iron by contract pay item per pay unit;
 - 2. Approved Shop Drawings;
 - 3. Verified Shipping Documents;
 - 4. Contract Plans;
 - 5. Standard Drawing Sheets;
 - 6. Industry Standards (i.e., AISC Manual of Steel Construction, AWWA Standards, etc.); and
 - 7. Manufacture's data.
 - ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.
- c. The date the steel product, subject to adjustment, was shipped from the producing mill (Categories 1-3), received on the project (Categories 4-6), or casting date (Category 7).

Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

- 1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
 - a. Contract Number
 - b. Bidding Index Reference Month
 - c. Contract Completion Date or Revised Completion Date
 - d. County, Route, and Project TIP information
 - e. Item Number
 - f. Line-Item Description
 - g. Submittal Number from Form SPA-2
 - h. Adjustment date
 - i. Pounds of Steel
- 2) An affidavit signed by the Contractor stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

Price Adjustment Conditions

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month at the following address:

 $\frac{https://connect.ncdot.gov/projects/construction/Construction\%20Form\%20SPA-3\%20NCDOT\%20Steel\%20Price\%20Adjustment\%20Calculator.xlsx}{}$

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month will be used as the basis for adjustment.

Price Adjustment Calculations

The price adjustment will be determined by comparing the percentage of change in index value listed in the proposal (BI) to the monthly index value (MI). (See included sample examples). Weights and date of shipment must be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

Price increase/decrease will be computed as follows:

$$SPA = ((MI/BI) - 1) * BI * (Q/100)$$

Where:

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index. – in Dollars (\$) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

- BI = Bidding Index. in Dollars (\$) per hundredweight (CWT). Use the adjustment indices as listed in the proposal.
- Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Contractor, or Design Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of Contract time in accordance with Subarticle 108-10(B)(1).

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

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

Delays to the work caused by steel shortages may be justification for a Contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

If an increase in the steel material price is anticipated to exceed 50% of the original quoted price, the contractor must notify the Department within 7 days prior to purchasing the material. Upon receipt of such notification, the Department will direct the Contractor to either (1) proceed with the work or (2) suspend the work and explore the use of alternate options.

If the decrease in the steel material exceeds 50% of the original quoted price, the contractor may submit to the Department additional market index information specific to the item in question to dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments will be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized. Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three

mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used will be the one with the greatest sequential number.

Extra Work/Force Account:

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-3, the Engineer will determine and specify in the supplemental agreement, the need for application of steel price adjustments on a case-by-case basis. No steel price adjustments will be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments will be made as provided herein, except the Bidding Index will be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.

Steel Price Adjustment Submission Form Contract Number C203394 Bid Reference Month January 2019 Submittal Date 8/31/2019 Contract Line Item 237 Line Item Description APPROX...LBS Structural Steel Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A-C	1,200,000	May 4, 2020
ABC distributing	Various channel & angle shapes	Structure 3 Spans A-C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

Note: Attach the following supporting documentation to this form.

• Bill of Lading to support the shipping dates

• Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name Signature

Examples Form		nent Submission Form	
Contract Number	C203394	Bid Reference Month	January 2019
Submittal Date	August 31, 2019		
Contract Line Item	<u>237</u>		
Line Item Description	SUPPORT, OVRHD SIGN	STR -DFEB – STA 36+00	
Sequential Submittal Number	2		

Supplier	Description of material	Location	Quantity	Adjustment Date
		information	in lbs.	
XYZ mill	Tubular Steel (Vertical legs)	<u>-DFEB – STA 36+00</u>	12000	December 11, 2021
PDQ Mill	4" Tubular steel (Horizontal	<u>-DFEB – STA 36+00</u>	5900	December 11, 2021
	legs)			
ABC	Various channel & angle	<u>-DFEB – STA 36+00</u>	1300	December 11, 2021
distributing	shapes (see quote)			
	Catwalk assembly	<u>-DFEB – STA 36+00</u>	2000	December 11, 2021
Nucor	Flat plate	<u>-DFEB – STA 36+00</u>	650	December 11, 2021
		Total Pounds of Steel	21,850	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping dates
- Supporting information for weight documentation (e.g., Pay item reference, Shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name	Signature