

**Trade Secret Information** submitted on the Fuel Usage Factor Chart and Estimate of Quantities sheet will be considered “Trade Secret” in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.

**(B) Base Index Price**

The Design-Build Team’s Estimate of Quantities will be used on the various partial payment estimates to determine fuel price adjustments. The Design-Build Team shall submit a payment request for quantities of work completed based on the work completed for that estimate period. The quantities requested for partial payment shall be reflective of the work actually accomplished for the specified period. The Design-Build Team shall certify that the quantities are reasonable for the specified period. The base index price for DIESEL #2 FUEL is \$ 1.9948 per gallon.

**(C) Opt Out of Fuel Price Adjustment**

If the Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments, a quantity of zero shall be entered for all quantities in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet and the declination box shall be checked. Failure to complete this form will mean that the Design-Build Team is declining the Fuel Price Adjustments for this project.

**(D) Change Option**

The proposer will not be permitted to change the option after the Price Proposal and the copy of the *Fuel Usage Factor Chart and Estimate of Quantities* sheet are submitted.

**(E) Failure to Submit**

Failure to submit the completed *Fuel Usage Factor Chart and Estimate of Quantities* sheet separately and in the Price Proposal will result in the Technical and Price Proposal being considered irregular by the Department and the Technical and Price Proposal may be rejected.

**INDIVIDUAL MEETINGS WITH PROPOSERS**

(9-1-11)

DB1 G048

The Department will provide at least two Question and Answer Sessions to meet with each proposer individually to specifically address questions regarding the draft Requests for Proposals.

After issuance of the First Industry Draft RFP, the Department will attempt to arrange a meeting between each individual proposer and the affected utility owners.

**Page 1-21, Subarticle 103-2(A), add items (6) and (7) as follows:**

**(6) Discrepancy in the “Total Amount Bid” and the addition of the “Amount Bid” for each line Item**

In the case of the Total Amount Bid does not equal the summation of each Amount Bid for the line items, the summation of each Amount Bid for the line items shall be deemed to be the correct Total Amount Bid for the entire project.

**(7) Omitted Total Amount Bid –Amount Bid Completed**

If the Total Amount Bid is not completed and the Amount Bid for all line items is completed the Total Amount Bid shall be the summation of the Amount Bid for all line items.

**Page 1-23, Subarticle 103-4(A), first paragraph, replace the 3<sup>rd</sup> and 4<sup>th</sup> sentences with the following:**

Where award is to be made, the notice of award will be issued within 60 days after the submittal of Price Proposals, except with the consent of the responsible Proposer with the lowest adjusted price the decision to award the contract to such proposer may be delayed for as long a time as may be agreed upon by the Department and such Proposer, but not to exceed 120 days. In the absence of such agreement, the Proposer may withdraw his Price Proposal at the expiration of the 120 days without penalty if no notice of award has been issued.

**Page 1-29, Article 103-6, delete the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs and replace with the following:**

Checks that have been furnished as a bid deposit will be retained until after the contract bonds have been furnished by the successful proposer, at which time the checks that were furnished as a bid deposit will be returned.

**SECTION 104**  
**SCOPE OF WORK**

**Page 1-30, delete Article 104-1 and replace with the following:**

**104-1 INTENT OF CONTRACT**

The intent of the contract is to prescribe the work or improvements that the Design-Build Team undertakes to perform, in full compliance with the contract documents. In case the method of construction or character of any part of the work is not covered by the contract, this section shall apply. The Design-Build Team shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Build Team shall furnish all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.