OTHER LIQUIDATED DAMAGES AND INCENTIVES

(3-22-7) (Rev. 2-14-8) DB1 G11

Reference the Transportation Management Scope of Work found elsewhere in this RFP for more information on the following time restrictions and liquidated damages:

Liquidated Damages for Intermediate Contract Time #1 for lane narrowing, lane closure, holiday, and special event time restrictions for I-95, I-95 Ramps and Loops, and I-95 Collector-Distributor Roads are $1,250.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #2 for lane narrowing, lane closure, holiday, and special event time restrictions for I-95, I-95 Ramps and Loops, and I-95 Collector-Distributor Roads are $1,250.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #3 for lane narrowing, lane closures, holiday, and special event time restrictions for all other roads in Intermediate Contract Time #3 are $500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #4 for road closure time restrictions on I-95 and Ramps and Loops are $5,000.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #5 for the road closure time restrictions for -Y- Line tie-in is $2,000.00 per calendar day or any portion thereof.

~~**Liquidated**~~ **Damages for Erosion and Sedimentation Control efforts apply to this project.**

Reference the Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP for additional information under the ~~Liquidated Damages~~ Erosion Control Damages Section.

PAYOUT SCHEDULE

(11-16-09) DB1 G13

No later than 12:00 o'clock noon on the sixth day after the opening of the Price Proposal, the responsive proposer with the lowest adjusted price shall submit a proposed Anticipated Monthly Payout Schedule to the office of the State Contract Officer. The information shall be submitted in a sealed package with the outer wrapping clearly marked "Anticipated Monthly Payout Schedule" along with the Design-Build Team name and the contract number. The Anticipated Monthly Payout Schedule will be used by the Department to establish the monthly funding levels for this project. The Anticipated Monthly Payout Schedule shall parallel, and agree with, the project schedule the Design-Build Team submits as a part of their Technical Proposal. The schedule shall include a monthly percentage breakdown (in terms of the total contract amount percentages) of the work anticipated to be completed. The schedule shall begin with the Date of Availability and end with the Actual Completion Date proposed by the Design-Build Team. If

4. All guardrails, drainage devices, ditches, excavation and embankment are complete.

5. Remaining work along the project consists of permanent pavement markings, permanent pavement markers or incidental construction that is away from the paved portion of the roadway.

Upon apparent substantial completion of the entire project or the work required by an intermediate contract time, the Engineer will make an inspection of the work. If the inspection discloses the entire project or the work required by an intermediate contract time is substantially complete; the Engineer will notify the Design-Build Team in writing that the work is substantially complete. If the inspection discloses the entire project or the work required by an intermediate contract time is not substantially complete, the Engineer will notify the Design-Build Team in writing of the work that is not substantially complete. The entire project or the work required by an intermediate contract time will not be considered substantially complete until all of the recommendations made at the time of the inspection have been satisfactorily completed.

SUBMITTAL OF QUANTITIES, FUEL BASE INDEX PRICE AND OPT-OUT OPTION

1/23/14 DB1 G43

(A) **Submittal of Quantities**

Submit quantities on the *Fuel Usage Factor Chart and Estimate of Quantities* sheet, located in the back of this RFP, following the Itemized Proposal Sheet.

The Design-Build Team shall prepare an Estimate of Quantities that they anticipate incorporating into the completed project and upon which the Price Proposal was based. The quantity breakdown shall include all items of work that appear in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet. Only those items of work which are specifically noted in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet will be subject to fuel price adjustments. The quantity estimate submitted in the Price Proposal shall be the final total quantity limit for which fuel adjustments will be made for each item. No price adjustments will be considered for items contained within supplemental agreements. The Department will review the Estimate of Quantities to ensure its reasonableness to the proposed design. Agreement of quantities will be a prerequisite prior to execution of the contract.

Submittal The submittal shall be signed and dated by an officer of the Design-Build Team. The information shall be copied and submitted in a separate sealed package with the outer wrapping clearly marked “Fuel Price Adjustment” and shall be delivered at the same time and location as the Technical ~~and Price~~ Proposal. The original shall be submitted in the Price Proposal.

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 **$** 1.99~~1.9515~~ 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.

PRICE ADJUSTMENTS FOR ASPHALT BINDER

(9-1-11) (Rev. 8-23-18) DB6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2018 *Standard Specifications for Roads and Structures.*

The base price index for asphalt binder for plant mix is **$** 523.21~~532.92~~ per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on ~~July~~ August 1, 2019.

PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX

(9-1-11) (Rev. 9-8-17) DB6 R26

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

Page 6-15, Article 609-11 and Page 6-31, Article 610-14

Add the following paragraph before the first paragraph:

The "Asphalt Price" used to calculate any price adjustments set forth in this section shall be $40.00 per theoretical ton. This price shall apply for all mix types.

FIELD OFFICE

(6-1-07) (Rev. 6-22-15) DB 08-01

Description

This work consists of furnishing, erecting, equipping, and maintaining a field office for the exclusive use of Department Engineers and Inspectors at a location on the project approved by the Engineer. Provide a field office that complies with the current A.D.A. Design and Accessibility Standards, the National Electric Code, local, state, and federal regulations, and the following:

Price Proposals will be accepted until **4:00 p.m. Local Time on Friday, October 4, 2019**, at the office of the State Contract Officer:

Mr. Ronald E. Davenport, Jr., P.E.
Contract Standards and Development
1020 Birch Ridge Drive
Century Center Complex - Building B
Raleigh, NC 27610

No Proposals will be accepted after the time specified.

Proposals shall be submitted in two separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

TECHNICAL PROPOSAL - Hard Copies

Hard copies of the Technical Proposal shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal – Hard Copies
Submitted By: (Design-Build Team's Name)
Design-Build Team Address
Contract Number C204412
TIP Number U-5026 / R-5720
Nash County

If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Technical Proposal for the Design-Build of State Highway Contract No. C204412". (Reference the Submittal of Quantities, Fuel Base Index Price and Opt-Out Option Project Special Provision found elsewhere in this RFP for additional requirements that are concurrent with the Technical Proposal submittal.)

Technical Proposal Requirements

12 Copies

8 ½-inch by 11-inch pages
No fold out sheets allowed – 24-inch by 36-inch fold out sheets shall only be allowed to present interchange plans in the 11-inch by 17-inch plan sheets

Printed on one side only

Double-spaced

Font size 12 - Within embedded tables, charts, and graphics only, minimum font size 10 is permissible

- Excluding crushed concrete, debris shall not be buried within the NCDOT right of way or property.

- Normal grading operations shall occur, including but not limited to, grading to drain all existing embankments supporting removed roadway sections.

- Unless noted otherwise elsewhere in this RFP, all guardrail placement shall be in accordance with the NCDOT 2018 *Roadway Standard Drawings* and / or approved details in lieu of standards. Along all 3:1 fill slopes, constructed at fill heights that are equal to or greater than 12 feet, the Design-Build Team shall install guardrail. Along all fill slopes steeper than 3:1, constructed at fill heights that are equal to or greater than six feet, the Design-Build Team shall install guardrail. Throughout the project limits, and to meet the most current design standards, the Design-Build Team shall remove and replace all existing guardrail in accordance with the aforementioned requirements, regardless of whether the Design-Build Team's design and / or construction methods impact such existing guardrail. This requirement shall also apply to -L2SB- / -L2NB- (I-95) from south of bridges No. 630192 and 630190 on -L2SB- and -L2NB- (I-95) over the Carolina Coastal Railway right of way to north of bridges No. 630201 and 630202 on -L2SB- and -L2NB- (I-95) over Stoney Creek, including all CD lanes and US 64 ramps and loops, but not including these bridges. The guardrail design shall be submitted for review with the Preliminary Roadway Plans submittal.

- At all locations where back to back single face concrete barrier is provided, including but not limited to bridge piers and sign supports, the Design-Build Team shall fill the area between the single face concrete barriers with gravel and cap with four inches of concrete. At all locations where there is a void between single-faced ~~guardrail~~ concrete barrier and the protected structure, the Design-Build Team shall fill the void with gravel and cap with four (4) inches of concrete.

- The Design-Build Team shall be responsible for the evaluation of the algebraic difference in rates of cross slope (roll-over) between existing shoulders and roadways and the associated suitability for carrying traffic during construction, if necessary. In the event that the roll-over is found to be unacceptable for the proposed temporary traffic patterns, the Design-Build Team shall be responsible for providing cross slopes that meet design standards and eliminate roll-over concerns.

- The NCDOT shall review and accept the Design-Build Team's Design Criteria prior to the Preliminary Roadway Plans submittal.

- In accordance with the March 19, 2019 memorandum from Ms. Brenda Moore, PE, State Roadway Design Engineer, and Mr. Brian Hanks, PE, State Structures Engineer, the Design-Build Team will not be required to submit separate Structure Recommendations. Instead, in accordance with the aforementioned memorandum, the Design-Build Team shall submit the roadway design information required to develop the Structure General Drawings with the Preliminary Roadway Plans submittal. Such memorandum can be found at the following link:
  https://connect.ncdot.gov/projects/Roadway/RoadwayDesignAdministrativeDocuments/Cessation%20of%20Structure%20Recommendations.pdf

- For all driveways, the Design-Build Team shall design and construct a landing area that shall extend 25 feet from the edge of pavement or back of curb of the roadway to which it is connecting. Such landing area shall have a maximum grade of 2.0%.

- For shoulder sections, the minimum driveway turnout for residential and commercial properties shall be 16'-0" and 24'-0", respectively, or the existing width, whichever is greater.

- For curb and gutter sections, the minimum driveway turnout for residential and commercial properties shall be 20'-0" and 28'-0", respectively, or the existing width, whichever is greater.

- The Design-Build Team shall contact Mr. Gary W. Thompson, North Carolina Geodetic Survey Director, prior to disturbing any geodetic monument.

- The Design-Build Team shall identify the need for any special roadway design details (i.e. any special drainage structures, rock embankment, rock plating, special guardrail, retaining walls, concrete barrier designs, etc.) and shall provide special design drawings. The Contract Standards and Development Unit may have special details available that can be provided to the Design-Build Team upon request.

- A 4:1 or flatter slope (i.e. a recoverable slope) shall extend from the back of the expressway gutter to the clear zone limit. Beyond that, a maximum 3:1 cut slope will be acceptable. The expressway gutter centerline shall be located at the hinge / shoulder point. Expressway gutter shall not be installed in fill sections. Expressway gutter shall only be used to minimize impacts to existing structures, and / or cultural, historical or otherwise protected landmark or topographic features.

- At all locations with paved shoulders that extend beyond the typical width (i.e. to the face of single face barrier and guardrail, edge of expressway / shoulder berm gutter, etc.), the Design-Build Team shall taper the wider paved shoulder width to the typical paved shoulder width using an 8:1 taper. (Reference the Pavement Management Scope of Work found elsewhere in this RFP).

- Shoulder berm gutter shall not be installed in cut sections.

- Cut and fill slope transitions shall not exceed one increment (i.e. 3:1 to 4:1) per 50 feet.

- The Design-Build Team shall design and construct horizontal and vertical curves at all Points of Intersections (PIs) on the horizontal and vertical alignments, respectively.

- All paved shoulders shall be tapered at 8:1 to the existing pavement at tie-in points.

- In accordance with the *Drainage Pipe* Project Special Provision found elsewhere in this RFP, the Design-Build Team shall replace **all** existing pipes within the existing / proposed right of way of the mainline, and all -Y- lines, service roads, ramps, loops and interchange quadrants with the appropriate pipe type.

- The Design-Build Team shall replace **all** existing drainage boxes with the appropriately sized drainage box.

- Excluding the existing ~~7'x7'~~6'X4' box culvert located at approximately -L- Sta. 14+50 (R-5720), the Design-Build Team shall replace **all** existing box culverts with the appropriately sized reinforced concrete box culvert. The Design-Build Team will not be required to replace drainage structures within construction limits that consist solely of resurfacing, or obliteration of or revisions to pavement markings.

- The Design-Build Team shall perform a hydraulic analysis of the existing ~~7'x7'~~ 6'X4' box culvert, located at approximately -L- Sta. 14+50 (R-5720). If the existing structure is found to be hydraulically deficient, the Design-Build Team shall supplement it with an appropriately sized structure.

- In accordance with the Roadway Scope of Work found elsewhere in this RFP, no permanent work in the travel lanes of -L2SB- / -L2NB- (I-95) shall be required.

- Pipe extensions and / or replacements, or replacements of drainage boxes within the I-95 right of way shall only be required when necessitated by the Design-Build Team's design and / or construction methods. Only trenchless installation methods will be allowed under existing pavement for new pipe installation and pipe replacement.

- Existing pipe and / or drainage boxes under new pavement within the I-95 right of way shall be replaced.

- In all cases, the Design-Build Team shall make a determination as to the hydraulic adequacy of the existing drainage system within the I-95 existing and / or proposed right of way.

- The Design-Build Team shall develop discharges for all drainage structures based upon the future build-out land use projections. At a minimum, the Design-Build Team shall assume a level of future urbanization with a percent impervious area of at least 25%. The Design-Build Team shall not include the effects of storage when computing discharges for hydraulic design and analysis for areas less than 50% impervious. For drainage areas where impervious surfaces are greater than 50%, routing will be allowed. EPA SWMM, USACE HMS, Win TR-20, HydroCADD or equivalent are acceptable programs for routing. A storm drainage duration of 24 hours shall be used in developing the hydrograph.

- Revise the *Guidelines for Drainage Studies and Hydraulic Design as follows:*
    - Table 7-2, Peak Discharge Method Selection
        - Rational Method is acceptable up to the lower limit of the applicable USGS methods.
        - Delete the NCDOT Hwy. Hydrologic Charts column
    - ~~Delete~~ Appendix C - NCDOT Hydrologic Charts
    - ~~Appendix H – Item 1, NCDOT Pipe Material Selection Guide~~
        - ~~RCP CLASS V *MIN. cover revised from 1.0' to 0.0'~~
    - Section 8.5.2.8 Freeboard
        - Existing Location replacement bullet: remove and replace bullet text with "Provide freeboard as stated above for new location crossings."
    - Section 15.6 Temporary Encroachment in Regulatory Floodway
        - Section 15.6 is not applicable on this project. The Design-Build Team shall assume all liability for any flood damages resulting from the temporary encroachment.

- For all existing and proposed box culverts and pipes (including all extensions), a minimum 1.5-foot freeboard shall be required below the shoulder point during the design storm. The Design-Build Team shall not steepen slopes, reduce easements and / or reduce right of way solely to obtain the aforementioned freeboard requirement.

- A maximum HW/D = 1.2 shall not be exceeded for all proposed box culverts and pipes during the design year.

- All storm drainage systems shall maintain a hydraulic grade line that is a minimum of 0.5 feet below the inlet rim elevation or top of junction box; and shall adhere to all other requirements as identified in Chapter 10 of the *Guidelines for Drainage Studies and Hydraulic Design*.

- In the Technical Proposal, Volume II, the Design-Build Team shall provide a *Box Culverts and Cross Pipes Hydraulic Assessment Table* that contains the attributes noted below for all new box culverts and cross pipes 18" in diameter or greater:

Remove the existing right turn lane on West Bound -L- between -L- Station 29+50 and -L- Station 33+00 except that pavement removal is waived if the proposed resurfacing is more than 5.0" (thickness of new asphalt).

Based on the pavement core information, the existing undivided roadway on -L- consisted of composite pavement in the center and widened asphalt pavement on both sides. The composite pavement structure shall have a minimum resurfacing thickness of 3.0" (thickness of new asphalt above existing grade). Between -L- Station 39+00 and -L- Station 135+00, remove the existing widened asphalt pavement instead of incorporating them into proposed permanent travel lane or full depth paved shoulder except that pavement removal is waived if the proposed resurfacing is more than 6.0" (thickness of new asphalt above existing grade). Between -L- Station 135+00 and -L- Station 219+33.07 (excluding the bridges), remove the existing widened asphalt pavement instead of incorporating them into proposed permanent travel lane or full depth paved shoulder except that pavement removal is waived if the proposed resurfacing is more than 5.0" (thickness of new asphalt above existing grade).

Remove existing pavement structures within the footprint of proposed roundabouts unless proposed resurfacing is more than 6.0" (thickness of new asphalt).

Mill existing pavement to a depth of 1.5" and replace with 1.5" S9.5B for -L- (SR 1770, Sunset Avenue) from Station 219+33.07 to Station 224+00.00.

On all collector distributors, ramps and loops, the adjacent through lane pavement design shall extend to the back of the gore (12-foot width) except that CD1 and CD2 pavement design shall be used for the tie-in of CD1 and CD2 at the existing I-95 travel lane and at the existing CD lane.

Contractor shall construct all pavement widening in such a manner as to ensure an offset of longitudinal joints in each layer from that in the layer immediately below by a minimum of 6 inches. Any adjustments needed in the existing pavement to accomplish this shall be incidental to the work of constructing the pavement widening. Longitudinal joints in the final layer shall be located between designated travel lanes of the final traffic pattern, unless otherwise approved by the Engineer. The Design-Build Team shall provide a detail illustrating any bench milling needed. Longitudinal joints of all surface course layers shall not be located in the final traffic pattern wheel path. If applicable, the Design-Build Team shall indicate in the Technical Proposal where all underlying longitudinal joints will be located and demonstrate how the underlying longitudinal joint location will minimize reflective cracking.

Unless noted otherwise elsewhere in this RFP, the minimum narrow widened width shall be six feet. The minimum narrow widened width may be reduced to four feet only if the Design-Build Team demonstrates that their equipment properly compacts narrow widening and obtains prior Department written approval. Tapers that tie proposed pavement to existing pavement are excluded from the narrow widening requirements noted above.

Unless noted otherwise elsewhere in this RFP, in areas where the existing paved shoulders are proposed to be incorporated into a permanent travel lane or full depth paved shoulder, the Design-Build Team shall be responsible for evaluating the existing paved shoulder regarding its suitability for carrying the projected traffic volumes. In the event that the existing paved shoulder is found to be inadequate, the Design-Build Team shall be responsible for replacing the existing

- Interior pile bents at roadway grade separations
- Attachment of sign structures to bridge superstructures
- Bridge attachments in the overhang of roadway grade separations
- Casting of conduit in the bridge deck or outside barrier rail for roadway bridges, except for the conduit for lighting
- Precast reinforced concrete box culverts
- Shallow foundations behind MSE abutment walls

Rehabilitation of Existing Structures

Project Special Provisions can be found elsewhere in this RFP for the following:

- Overlay Surface Preparation for Polyester Polymer Concrete
- Polyester Polymer Concrete Bridge Deck Overlay

On Bridge Nos. 630190, 630192, 630201, and 630202 the Design-Build team shall:

- Scarify existing concrete bridge deck (minimum 1" depth), repair concrete bridge deck as necessary, properly prepare the concrete bridge deck, and overlay concrete bridge deck with Polyester Polymer Concrete (PPC) overlay (minimum 1" thickness) to match existing concrete bridge deck elevations. Approach slabs are to be included.
- Replace joint seals with Dow Corning 902 RCS Silicone Joint material or better

~~In lieu of PPC, the Design-Build may use very early strength LMC overlay.~~

To allow the Department to complete a drag chain investigation immediately following the milling operation, the Design-Build Team shall provide written notification a minimum of 21 days prior to completing the milling operation. The Design-Build Team shall provide Class II and / or Class III Surface Preparation, for areas which are found to be unsound or delaminated, as determined by the Engineer. In such case, the Class II and Class III repairs will be paid for as extra work in accordance with Subarticle 104-8(A) of the 2018 NCDOT Standard Specifications for Roads and Structures at the price of $300 per square yard and $700 per square yard, respectively.

Fourteen (14) days prior to any rehabilitation work on bridges No. 630192 and 630190 on -L2SB- and -L2NB- (I-95) over the Carolina Coastal Railway (CLNA) right of way, the Design-Build Team shall coordinate with the Carolina Coastal Railway (CLNA), 1700 Black Creek Road South, Wilson, NC 27893. The contact person for CLNA is Alan Bridgers, General Manager, at phone number (252) 945-4419.

Box Culverts

As required by the Design-Build Team's design, the Design-Build Team shall design and construct all proposed reinforced concrete box culverts or replace all existing reinforced concrete box culverts. Reinforced concrete box culvert designs shall be in accordance with the Hydraulic Culvert Survey Reports prepared by the Design-Build Team and accepted by the Department. (Reference the Hydraulics Scope of Work found elsewhere in the RFP)

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guave Root Knot Nematode and Other Noxious Weeds)

(8-31-13)(Rev. 12-20-16) DB1 G130

Within Quarantined Area

This project may be within a county regulated for plant and / or pests. If the project or any part of the Design-Build Team's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal / state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture / United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture / United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or **http://www.ncagr.gov/plantindustry/** to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut / waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod
3. Plant crowns and roots
4. Bulbs, corms, rhizomes, and tubers of ornamental plants
5. Hay, straw, fodder, and plant litter of any kind
6. Clearing and grubbing debris
7. Used agricultural cultivating and harvesting equipment
8. Used earth-moving equipment
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, guave root knot nematode or other noxious weeds.

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 3rd and 4th sentences with the following:

Where award is to be made, the notice of award will be issued within 60 days after the opening of bids or upon issuance of any necessary debt instrument, whichever is later, but not to exceed 120 days; except with the consent of the lowest responsible bidder the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such bidder. In the absence of such agreement, the lowest responsible bidder may withdraw his bid at the expiration of 120 days without penalty if no notice of award has been issued.

~~Where award is to be made, the notice of award will be issued within 75 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 bidder may be delayed for as long a time as may be agreed upon by the Department and such Proposer. In the absence of such agreement, the Proposer may withdraw his Price Proposal at the expiration of the 75 days without penalty if no notice of award has been issued.~~

Page 1-29, Article 103-6, delete the 1st and 2nd 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.

FUEL USAGE FACTOR CHART AND ESTIMATE OF QUANTITIES

Description of Work	Units	Fuel Usage Factor Diesel #2	Estimate of Quantities
Unclassified Excavation	Gal / CY	0.29	_____ CY
Borrow Excavation	Gal / CY	0.29	_____ CY
Class IV Subgrade Stabilization Aggregate Base Course Sub-Ballast Aggregate for Cement Treated Base Course	Gal / Ton	0.55	_____ Tons
Portland Cement for Cement Treated Base Course	Gal / Ton	0.55	_____ Tons
Asphalt Concrete Base Course Asphalt Concrete Intermediate Course Asphalt Concrete Surface Course Open-Graded Asphalt Friction Course Permeable Asphalt Drainage Course Sand Asphalt Surface Course, Type SA-1	Gal / Ton	2.90	_____ Tons
Portland Cement Concrete Pavement: Thru Lanes and Shoulders (> 11") Thru Lanes and Shoulders (9" to 11") Thru Lanes and Shoulders (< 9")	Gal / SY	 0.327 0.272 0.245	 _____ SY _____ SY _____ SY
* Structural Concrete (Cast-in-Place Only)	Gal / CY	0.98	_____ CY

* Structural Concrete shall be defined as cast-in-place Class A or Class AA concrete used in the construction of major structures for various work items identified in Division 4 of the 2018 *Standard Specifications for Roads and Structures*.

☐ The above quantities represent a reasonable estimate of the total quantities anticipated, for each item, as pertaining to fuel price adjustments, and is representative of the design proposed in the Technical Proposal submitted under separate cover.

Or

☐ The Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments on this project.

The information submitted on this sheet is claimed as a "Trade Secret" in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.

_____ _____
Signature, Title Dated

_____
Print Name, Title

(Submit a copy of this sheet in a separate sealed package with the outer wrapping clearly marked "Fuel Price Adjustment" and deliver with the Technical ~~and Price Proposal~~ Proposal.)