

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: Route 220 Corridor Safety Improvements, Phases 1-3
Contract ID Number: C00105543DB88**

➤ **Contents of Price Proposal:**

- Base Scope and Option 1 Proposal Price in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.8.1)**
 - Schedule of Items itemized for the Base scope and Option 1 in accordance with Part 1, Section 4.8.2, including material quantities and costs of each proposed work package (Attachment 4.8.2(a) and (b))**
 - Proposed Monthly Payment Schedule inclusive of the Base Scope and Option 1 showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.8.3**
 - Price Adjustment Information and Forms for Fuel and Asphalt, including identification of pay items and associated quantities eligible for adjustment for the Base Scope and Option 1 (Part 3, Section 6.3, Attachments 6.3)**
 - Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
 - Sworn Statement Forms (C-104, C-105, Attachments 4.8.6(a) and 4.8.6(b))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
-

ENGLISH

Since 1909

March 15, 2017

Joseph A. Clarke, PE, DBIA
Alternate Project Delivery Office
Virginia Department of Transportation
1401 East Broad Street
Annex Building, 8th Floor
Richmond, VA 23219

PRICE PROPOSAL

Route 220 Corridor Safety Improvements Botetourt County, VA
State Project No. 0220-011-786 and 0220-011-788
Contract ID Number: C00105543DB88

Dear Mr. Clarke:

W. C. English, Incorporated is pleased to submit the enclosed Price Proposal to design and build the Route 220 Corridor Safety Improvements project in Botetourt County, VA. The information that follows, as requested in the RFP, includes our team's pricing and the associated forms required for this submittal.

We appreciate the opportunity to submit our proposal. If you have any questions or need further information, please contact me.

Respectfully submitted,
W. C. English, Incorporated



Wilson L. Dickerson, Jr., P.E.
Senior Vice President

ATTACHMENT 4.8.1

PRICE PROPOSAL FORM

4.8.1 Offeror shall specify the pricing information for the items below, the dollars amount shall be in whole numbers:

Price Proposal Cost Breakdown Summary;

A.	Base Scope	
	Design Services, LS	\$ 5,941,854.00
	Construction Services (exclude QA/QC), LS	\$ 43,896,481.00
	Quality Assurance (QA) (Construction), LS	\$ 1,570,000.00
	Quality Control (QC) (Construction), LS	\$ 2,175,200.00
	All Other Costs, LS	\$ 9,652,955.00
	Base Scope – SUBTOTAL	\$ 63,236,490.00
B.	Option 1	\$ 1,451,300.00

Total Price (Base Scope Subtotal + Option 1); (Specify the Total Lump Sum price in both numbers and words, this price shall **equal** to the total sum of the items listed above)

Lump Sum (LS): Sixty-Four Million Six Hundred Eighty-Seven Thousand Seven Hundred Ninety Dollars and no cents-----(\$64,687,790.00)

Signature:  Date: March 15, 2017
Wilson L. Dickerson, Jr., PE, Senior Vice President

Design-Builder: W. C. English, Incorporated

Vendor No.: E009

Attachment 4.8.2(a)

State Project 0220-011-786, Contract ID: C00105543DB88

BASE SCOPE SCHEDULE OF ITEMS (ver. 4-15-2014)

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes. The Schedule of Items shall be used to cost-load the project schedule, which will serve as the basis for progress payments. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 3/15/2017

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
00100	MOBILIZATION / GENERAL CONDITIONS		1	LS	\$7,591,000.00
00101	CONSTRUCTION SURVEYING (CONSTR.)		1	LS	\$281,000.00
00110	CLEARING AND GRUBBING		1	LS	\$805,000.00
00120	REGULAR EXCAVATION	(F)	482964	CY	\$5,219,000.00
00120	APM EXCAVATION AND TREATMENT	(F)	21800	CY	\$1,476,000.00
00155	GEOTEXTILE (EMBANKMENT STAB.)		32600	SY	\$97,100.00
00523	NS PRECAST BOX CULVERT DOUBLE 9' X 10'		1	LS	\$625,000.00
00523	NS PRECAST BOX CULVERT DOUBLE 8' X 8'		1	LS	\$437,000.00
00523	NS PRECAST BOX CULVERT DOUBLE 4' X 4'		1	LS	\$222,000.00
00525	CONCRETE CLASS A3 MISC.		295	CY	\$236,500.00
00529	FLOWABLE BACKFILL		1260	CY	\$253,500.00
00571	ENDWALL PIPE GRATE EW-11 TY.I		9	EA	\$56,000.00
00580	UNDERDRAINUD-1		5500	LF	\$106,000.00
00590	COMB.UNDERDRAINCD-1		3300	LF	\$57,000.00
00591	COMB. UNDERDRAIN CD-2		400	LF	\$7,000.00
00595	OUTLET PIPE		4000	LF	\$60,000.00
00596	ENDWALL EW-12		200	EA	\$92,000.00
00700	POST INSTALLATION INSPECTION		2250	LF	\$15,000.00
01241	JACKED & BORED 24" PIPE		220	LF	\$98,100.00
01242	24IN RCP		6625	LF	\$511,000.00
01242	TEMP 24IN RCP		1360	LF	\$108,000.00
01300	TEMP 30IN RCP		75	LF	\$8,500.00
01362	TEMP 36IN RCP		90	LF	\$11,000.00
01422	TEMP 42IN RCP		320	LF	\$53,750.00
01421	42IN JACK PIPE		320	LF	\$297,000.00
01301	30IN JACK PIPE		290	LF	\$126,000.00
01300	30" PIPE		235	LF	\$26,550.00
01362	36IN CONC PIPE		1140	LF	\$142,000.00
01422	42IN CONC PIPE		545	LF	\$93,000.00
01541	54IN JACK PIPE		460	LF	\$424,500.00
01482	48IN RCP		265	LF	\$55,150.00
02242	38x24 ELLIPTICALPIPE		275	LF	\$46,000.00
02432	43x68 ELLIPTICAL PIPE		115	LF	\$39,000.00
01602	60IN JACK PIPE		130	LF	\$166,500.00
02093	NS SPEC. DESIGN MODIFIED CENTERLINE RUMBLE STRIPS		45700	LF	\$31,200.00
06300	30IN ENDSECTION ES-1 OR 2		6	EA	\$9,500.00
06240	24IN ENDSECTION ES-1 OR 2		90	EA	\$107,000.00
06360	36IN ENDSECTION ES-1 OR 2		3	EA	\$4,950.00
06420	42IN ENDSECTION ES-1 OR 2		4	EA	\$10,700.00

06749	DROP INLET DI-2B L=8		7	EA	\$39,300.00
07506	TEMP DROP INLET DI-5 & 7'S		12	EA	\$56,550.00
07506	DROP INLET DI-5 & 7's		27	EA	\$104,200.00
08961	DROP INLET DI-13 TY.1		2	EA	\$12,900.00
09250	SLOPE DRAIN		200	EA	\$91,000.00
09125	ENERGYDISSIPATOREG-1		2	EA	\$3,150.00
09185	PAVEDDITCHPG-2A		1955	SY	\$223,400.00
09247	PAVEDFLUMEPG-7		100	SY	\$13,700.00
09248	DITCHFLUMECONNECTORPG-7		5	EA	\$43,250.00
10065	AGGR. MATL. NO. 1	(F)	91641	TON	\$2,866,000.00
10103	AGGR.MATL.NO.25OR26	(F)	2500	TON	\$77,100.00
10128	AGGR. BASE MATL. TY. I NO. 21B	(F)	68860	TON	\$1,830,000.00
10498	NS PAVEMENT ASPHALT PAVEMENT GROOVING 7"		95000	LF	\$237,000.00
51910	NS PAVEMENT SAWCUT FULL DEPTH		42810	LF	\$141,000.00
10611	ASPHALT CONCRETE TY. IM-19.0D	(F&P)	23950	TON	\$2,605,300.00
10630	FLEXIBLEPAVEMENTPLANING		65830	SY	\$408,300.00
10631	NS FLEXIBLE PAVEMENT PLANING DEEP MILLING		50200	SY	\$616,600.00
10636	ASPHALT CONCRETE TY. SM-9.5D	(F&P)	19600	TON	\$2,427,500.00
10642	ASPHALT CONCRETE TY. BM-25.0A	(F&P)	54705	TON	\$5,752,000.00
10700	RUMBLESTRIP,ASPHALT-SHOULDERS		89000	LF	\$42,800.00
12322	ASPHALTCONCRETECURBTY.MC-3B	(F&P)	10000	LF	\$150,000.00
12505	ASPH.CONC.CURBBACKUPMATERIAL	(F&P)	600	TON	\$123,000.00
13212	R/WMONUMENTRM-2		125	EA	\$12,000.00
13215	MAILBOXPOST,SINGLE		80	EA	\$20,000.00
13320	GUARDRAIL GR-2		22585	LF	\$402,500.00
13345	ALT.BREAKAWAY CABLE TERM.(GR-9)		54	EA	\$137,000.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		9	EA	\$21,350.00
13393	FIXEDOBJECTATTACH.GR-FOA-2TY.II		9	EA	\$9,700.00
13496	TRAF. BARR. SER. CONC. DBL FC PAR.MB-11A		35955	LF	\$1,961,000.00
13530	RETAININGWALLRW-3		214	CY	\$344,400.00
13630	IMPACT ATTEN. SER. TYPE I-A		16	EA	\$310,350.00
22501	TEMP FENCE		2500	LF	\$54,000.00
23560	TEMP. SAFETY FENCE 4'		2500	LF	\$6,700.00
24282	TRAFFIC CONTROL & MAINTANENCE		1	LS	\$2,418,000.00
24430	DEMO. OF PAVEMENT (FLEXIBLE)		100200	SY	\$710,000.00
24600	REMOVE EXISTING GUARDRAIL		25500	LF	\$24,540.00
24602	FENCE REMOVAL		20000	LF	\$53,550.00
25000	HANDRAILHR-1		425	LF	\$63,750.00
25506	FIELD OFFICE TY.I		42	MO	\$79,200.00
25565	PROGRESS SCHEDULE BASELINE		1	LS	\$8,800.00
25567	PROGRESS SCHEDULE UPDATES		1	LS	\$23,000.00
26119	DRYRIPRAPCL.I18"	(F)	4605	TON	\$225,000.00
26225	DRYRIPRAPCL.II24"	(F)	1650	TON	\$85,500.00
27012	NS VEGITATIVE SOIL AGG.		7000	CY	\$619,000.00
27102	SITE SEEDING		1	LS	\$291,000.00
27275	NS EROSION CONTROL TEMPORARY SILT FENCE TYPE B		17500	LF	\$85,300.00
27321	PROTECTIVE COVERING EC-2		25000	SY	\$32,400.00
27325	SOIL STAB. MAT EC-3 TYPE A		5500	SY	\$18,700.00
27410	CHECK DAM, ROCK TY. I		500	EA	\$132,000.00
27422	DEWATERING BASIN	(F)	20	EA	\$18,700.00
27430	SILTATION CONTROL EXCAVATION		25000	CY	\$377,000.00
27450	DROPINLETSILTTRAP,TYPEA		225	EA	\$67,000.00
27505	TEMP. SILT FENCE		50000	LF	\$135,000.00
27545	STORMWATERMAN.BASINEXCAVATION	(F)	13369	CY	\$166,000.00
27550	STORMWATER.DRAIN.STR.SWM		4	EA	\$103,000.00
27580	TEMP. SEDIMENT BASIN/TRAP		75	EA	\$159,000.00
50108	SIGN PANEL		1600	SF	\$29,000.00
50434	SIGN POST STP-1, 2 1/2"		3100	LF	\$60,000.00
51950	TEMP. SIGNALIZATION		1	LS	\$16,200.00
54032	TY.BCL.IPAVE.LINEMARK.4"-TEAMP		345000	LF	\$187,000.00
54042	TY.BCL.IPAVE.LINEMARK.24" TEMP		100	LF	\$1,000.00
54100	NS 8IN PAVEMENTMARKINGTHERMO MARK. W/RETRO-REFLECT		77000	LF	\$200,000.00
54100	NS 6IN PAVEMENTMARKINGTHERMO MARK W/ RETRO-REFLECT		91000	LF	\$403,000.00
54100	NS24IN PAVEMENTMARKINGTHERMOPLASTI LINEMARKINGWIT		1500	LF	\$12,800.00
54100	NS ARROWSPAV MAR THERMOPLASTIC LINE MARKING WIT		40	EA	\$5,500.00
54105	ERAD. OF EXIST.PAVE.MARKING		310000	LF	\$482,000.00
54217	SNOW PLOW.RAISED PAVE.MARK.ASPH.CONC		1200	EA	\$44,100.00
70093	RIGHT OF WAY		1	LS	\$471,500.00
28800	WETLAND & STREAM MITIGATION		1	LS	\$2,960,000.00

40012	UTILITY RELOCATES			1	LS	\$1,577,000.00
25595	QA/QC			1	LS	\$3,745,200.00
25591	ENGINEERING			1	LS	\$5,241,000.00
25590	NS APM ASSESSMENT & IDENTIFICATION			1	LS	\$757,200.00

\$63,236,490.00

Attachment 4.8.2(b)

State Project 0220-011-786, Contract ID: C00105543DB88

OPTION 1 SCHEDULE OF ITEMS (ver. 4-15-2014)

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes. The Schedule of Items shall be used to cost-load the project schedule, which will serve as the basis for progress payments. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 3/15/2017

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
00110	CLEARINGANDGRUBBING		1	LS	\$11,900.00
00125	GRADING	(F)	1	LS	\$91,500.00
01182	18" CONC. PIPE		2050	LF	\$161,800.00
02093	NS SPEC. DESIGN MODIFIED CENTERLINE RUMBLE STRIPS		3300	LF	\$6,300.00
06180	18" END SECTION ES-1 OR 2		4	EA	\$4,750.00
06748	DROPINLETDI-2B,L=6'		18	EA	\$101,000.00
10065	AGGR. MATL. NO. 1	(F)	3100	TON	\$102,000.00
10128	AGGR. BASE MATL. TY. I NO. 21B	(F)	3300	TON	\$87,700.00
10611	ASPHALT CONCRETE TY. IM-19.0D	(F&P)	740	TON	\$80,500.00
10636	ASPHALT CONCRETE TY. SM-9.5D	(F&P)	560	TON	\$69,400.00
10642	ASPHALT CONCRETE TY. BM-25.0A	(F&P)	1840	TON	\$194,000.00
12030	STD.CURBCG-3		200	LF	\$5,250.00
12700	STD.COMB.CURB&GUTTERCG-7		2565	LF	\$63,750.00
12940	ENTRANCEGUTTERCG-9D		55	SY	\$6,050.00
13108	CG-12DETECTABLEWARNINGSURFACE		55	SY	\$22,700.00
13220	HYDR.CEMENTCONC.SIDEWALK4"		5	SY	\$300.00
13530	RETAININGWALLRW-3 W/ STEPS		25	CY	\$20,000.00
24430	DEMO. OF PAVEMENT (FLEXIBLE)		765	SY	\$5,500.00
25000	HANDRAILHR-1		60	LF	\$9,000.00
27012	NS VEGITATIVE SOIL AGG		400	CY	\$35,300.00
27012	TOPSOIL CLASS A 2"	(F)	80	ACRE	\$353,000.00
27321	PROTECTIVE COVERING EC-2		4000	SY	\$5,200.00
27325	SOIL STAB. MAT EC-3 TYPE A		3000	SY	\$10,200.00
54100	NS 6IN PAVEMENTMARKINGTHERMO MARK W/ RETRO-REFLECT		670	LF	\$3,000.00
54217	SNOW PLOW.RAISED PAVE.MARK.ASPH.CONC		32	EA	\$1,200.00
					\$1,451,300.00

¹ Use five-digit work item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes (i.e. 00100-Mobilization; 00120-

Route 220 Corridor Safety Improvements, Phases 1, 2 & 3
Contract ID# C00105543DB88
Botetourt County, Va

W. C. English, Incorporated
March 15, 2017

Proposed Payment Schedule
Option 1

Monthly	Proposed Monthly Total	Cumulative Total
May - 2017	\$0	\$0
June - 2017	\$0	\$0
July - 2017	\$0	\$0
August - 2017	\$0	\$0
September - 2017	\$0	\$0
October - 2017	\$0	\$0
November - 2017	\$0	\$0
December - 2017	\$0	\$0
January - 2018	\$0	\$0
February - 2018	\$0	\$0
March - 2018	\$0	\$0
April - 2018	\$30,913	\$30,913
May - 2018	\$30,913	\$61,825
June - 2018	\$30,913	\$92,738
July - 2018	\$30,913	\$123,650
August - 2018	\$30,913	\$154,563
September - 2018	\$30,913	\$185,475
October - 2018	\$30,913	\$216,388
November - 2018	\$30,913	\$247,300
December - 2018	\$30,913	\$278,213
January - 2019	\$30,913	\$309,125
February - 2019	\$30,913	\$340,038
March - 2019	\$30,913	\$370,950
April - 2019	\$29,224	\$400,174
May - 2019	\$29,224	\$429,398
June - 2019	\$29,224	\$458,622
July - 2019	\$29,224	\$487,846
August - 2019	\$29,224	\$517,070
September - 2019	\$29,224	\$546,294
October - 2019	\$29,224	\$575,519
November - 2019	\$29,224	\$604,743
December - 2019	\$29,224	\$633,967
January - 2020	\$29,224	\$663,191
February - 2020	\$29,224	\$692,415
March - 2020	\$29,224	\$721,639
April - 2020	\$29,224	\$750,863
May - 2020	\$29,224	\$780,087
June - 2020	\$29,256	\$809,343
July - 2020	\$29,244	\$838,587
August - 2020	\$29,244	\$867,831
September - 2020	\$60,799	\$928,630
October - 2020	\$60,799	\$989,430
November - 2020	\$60,799	\$1,050,229
December - 2020	\$60,799	\$1,111,028
January - 2021	\$60,799	\$1,171,827
February - 2021	\$60,799	\$1,232,626
March - 2021	\$60,799	\$1,293,425
April - 2021	\$31,575	\$1,325,000
May - 2021	\$31,575	\$1,356,575
June - 2021	\$31,575	\$1,388,150
July - 2021	\$31,575	\$1,419,725
August - 2021	\$31,575	\$1,451,300
	\$1,451,300	



EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT for DESIGN-BUILD PROJECTS

November 4, 2016

All asphalt material listed in the attached “Master Listing of Asphalt Material Items Eligible for Price Adjustment” will be adjusted in accordance with the provisions as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. Any item added through a Work Order which contains Asphalt Material will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month, the Department will publish an average state-wide PG 64S-22 f.o.b. price per ton and an average PG 64E-22 f.o.b. price per ton developed from the average terminal prices provided to the Department from suppliers of asphalt cement to contractors doing work in Virginia. The Department will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on or about the last weekday of the month. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price for the following month. That monthly state-wide average price will be posted on the Scheduling and Contracts Division website on or about the first weekday of the following month. In the event the average prices were to change 10 percent or more of the Base Index during the middle of the month, the Design Builder can submit a letter to the Department and the supplier that provides evidence of the difference in price. Upon receipt of the letter consideration will be given to extend additional adjustments as deemed necessary.

This monthly statewide average price will be the Base Index for all contracts on which Price Proposals are received during the calendar month of its posting and will be the Current Index for all asphalt placed during the calendar month of its posting. In the event an index changes radically from the apparent trend, as determined by the Engineer, the Department may establish an index which is determined to best reflect the trend.

The amount of adjustment applied will be based on the difference between the Price Proposal\Contract Base Index and the Current Index for the applicable calendar month during which the work is performed. Calculations must be done for each type of Asphalt Material put in place each month, whether the Current Index is higher or lower than the Base Index. The calculation for the adjustment shall be shown as follows:

$$A = Q \times \%AC \times IC$$

Where: A = Asphalt Adjustment Dollar Amount

Q = Quantity of Asphalt Material put in place during the month

%AC = % of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula

IC = Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

Example Calculation for Negative Price Adjustment (Credit back to VDOT):

7,500 Tons of SM-12.5A put in place during the month (Q), Job Mix is 6.1% Asphalt Cement for SM-12.5A (%AC), Base Index for the Contract is \$515/Ton, Current Index is \$500/Ton, Difference of - \$15.00/Ton (IC)

$$7,500 \text{ Tons SM-12.5A} \times 6.1\% \times -\$15.00/\text{Ton} = -\$6,862.50 \text{ Adjustment Amount}$$

Example Calculation for Positive Price Adjustment (Paid to the Design-Builder):

10,000 Tons of BM-25.0A put in place during the month (Q), Job Mix is 5.2% Asphalt Cement for BM-25.0A (%AC), Base Index for the Contract is \$515/Ton, Current Index is \$560/Ton, Difference of + \$45.00/Ton (IC)

$$10,000 \text{ Tons BM-25.0A} \times 5.2\% \times \$45.00/\text{Ton} = +\$23,400.00 \text{ Adjustment Amount}$$

Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

The quantity of asphalt emulsion for surface treatments to which adjustment will be applied will be the quantity based on 65 percent residual asphalt.

Price adjustment will be shown as a separate entry on the monthly application of payment for work packages completed; however, such adjustment will not be included in the total cost of the work for progress determination or for extension of contract time. Items the Design-Builder claims in its application of payment for asphalt adjustments must include supporting calculations certified by the Quality Assurance Manager (QAM). These calculations must be completed relative to the calendar month under which the work was performed and shall be submitted for either positive or negative adjustment.

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted hereinbefore may result in rejection of items for asphalt adjustment.

VIRGINIA DEPARTMENT OF TRANSPORTATION
**MASTER LISTING OF
 ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT**
 (10-27-09)

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10420	Blotted Seal Coat Ty. B	Sy	ATTD
10422	Blotted Seal Coat Ty. C	Sy	ATTD
10423	Blotted Seal Coat Ty. C-1	Sy	ATTD
10424	Blotted Seal Coat Ty. D	Sy	ATTD
10598	Ns Asphalt Concrete	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	317
10701	Liquid Asphalt Coating	Sy	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	Sy	ATTD
16120	Emul. Asph. Slurry Seal Type B	Sy	ATTD
16130	Emul. Asph. Slurry Seal Type C	Sy	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD

16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type II	Ton	ATTD
16504	Surf.Preparation & Restoration Type III	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

Exhibit 6.3(b)

Form C-16a
August 9, 2013

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
ASPHALT PRICE ADJUSTMENT (PG76-22 or PG 70-28)
DESIGN-BUILD PROJECTS**

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items containing PG 76-22 or PG 70-28 is being utilized on the project.

PROJECT NUMBER: Route 220 Corridor Safety Improvements, Phases 1-3

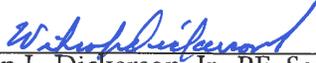
DISTRICT: Botetourt County, VA

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b. price of \$ 362.50 per IMPERIAL ton for PG 76-22 or PG 70-28. This quote is project specific.

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 76-22 or PG 70-28 shall be maintained by the Design-Builder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

DATE: March 15th, 2017

SIGNATURE:


Wilson L. Dickerson, Jr., PE, Senior Vice President

W. C. English, Incorporated

(Firm or Corporation)

E009

(Vendor No.)

**EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL**

**VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
OPTIONAL ADJUSTMENT FOR FUEL
DESIGN-BUILD PROJECTS**

June 30, 2011
(Revised) November 5, 2012

In the event the Design-Builder elects to seek adjustment for fuel items designated in the Price Proposal/Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract.

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. A master listing of standard items eligible for fuel adjustment is provided by the Department on its website at the following link <http://www.virginiadot.org/business/resources/masteroptionalfuelitems.pdf>. The listing on the web site also includes the corresponding fuel factor for each item. The fuel usage factor for each item is considered inclusive of all fuel usage.

The amount of adjustment will be computed from the change in the indexes and the on-site fuel use as shown in the Department's master listing of eligible items.

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in within the Schedule of Values those pay items and the associated quantities it chooses to have fuel adjustment applied to in its work packages. Items the Design-Builder claims in its application of payment for fuel adjustments must be properly designated in order to be considered for adjustment. Items not properly designated or left out of the Design-Builder's Schedule of Values will automatically not be considered for adjustment.

The monthly index price to be used in the administration of this provision will be calculated by the Department from the Diesel fuel prices published by the U. S. Department of Energy, Energy Information Administration on highway diesel prices, for the Lower Atlantic region. The monthly index price will be the price for diesel fuel calculated by averaging each of the weekly posted prices for that particular month.

For the purposes of this provision, the base index price will be calculated using the data from the month preceding the receipt of bids. The base index price will be posted by the Department at the beginning of the month for all bids received during that month.

The current index price will be posted by the Department and will be calculated using the data from the month preceding the particular estimate being vouchered for payment.

The current monthly quantity for eligible items of work selected by the Design-Builder for fuel adjustment in its work packages will be multiplied by the appropriate fuel factor to determine the gallons of fuel to be cost adjusted. The amount of adjustment per gallon will be the net difference between the current index price and the base index price. Computation for adjustment will be made as follows:

$$S = (E - B) QF$$

Where; S = Monetary amount of the adjustment (plus or minus)
B = Base index price

E = Current index price
Q = Quantity of individual units of work
F = Appropriate fuel factor

Adjustments will not be made for work performed beyond the original contract time limit unless the original time limit has been changed by an executed Work Order.

If new pay items are added to this contract by Work Order and they are listed in the Department's master listing of eligible items, the Work Order must indicate which of these individual items will be fuel adjusted; otherwise, those items will not be fuel adjusted. If applicable, designating which new pay items will be added for fuel adjustment must be determined during development of the Work Order and clearly shown on the Work Order form. The Base Index price on any new eligible pay items added by Work Order will be the Base Index price posted for the month in which bids were received for that particular project. The Current Index price for any new eligible pay items added by Work Order will be the Index price posted for the month preceding the estimate on which the Work Order is paid.

When quantities differ between the last monthly application of payment prepared upon final acceptance and the final application of payment, adjustment will be made using the appropriate current index for the period in which that specific item of work was last performed.

In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, eliminate or renegotiate the price for remaining portions of affected items of work.

Any amounts resulting from fuel adjustment will not be included in the total cost of work for determination of progress or for extension of contract time.

I elect to use this provision

I elect not to use this provision

Date: March 15th, 2017

Signature: 
Wilson L. Dickerson, Jr., PE, Senior Vice President

Design-builder: W. C. English, Incorporated

Vendor No.: E009

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE W. C. English, Incorporated As principal, and Travelers Casualty and Surety Company of America Surety, are held and firmly bound unto the Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE BID, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

SIGNED, sealed and dated this 15th Day of March, 20 17

WHEREAS, the above said principal is herewith submitting its proposal for:

PROJECT NUMBER: Route 220 Corridor Safety Improvements, Phases 1-3

NOW, THEREFORE, the condition of the above obligee is such, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the time specified in the Specifications after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise to remain in full force and effect and the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the liability exceed the penal sum hereof.

W. C. English, Incorporated
(Principal*)

By: Wilson L. Dickerson, Jr.
(Officer, Partner or Owner) (Seal)

Wilson L. Dickerson, Jr., PE, Senior Vice President

(Principal*)

By: _____
(Officer, Partner or Owner) (Seal)

(Principal*)

By: _____
(Officer, Partner or Owner) (Seal)

Travelers Casualty and Surety Company of America
(Surety Company)

By: Contessa A. Hancock
(Attorney-in-Fact**) (Seal)

Contessa A. Hancock, Attorney-in-Fact
201 River Oaks Drive, Altavista, VA 24517
(Address)

By: _____
(Surety Company)

(Attorney-in-Fact**) (Seal)

By: _____
(Address)

*Note: If the principal is a joint venture, each party thereof must be named and execution made by same hereon. If there is more than one surety to the bid bond, each surety must be named and execution shall be made by same hereon.

Electronic Bid Only: In lieu of completing the above section of the Contract Performance Bond, the Principal shall file an Electronic Bid Bond when bidding electronically. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the Commonwealth of Virginia under the same conditions of the bid bond as shown above.

Electronic Bid Bond ID# _____ Company/Bidder Name _____ Signature and Title _____

**Attach copy of Power of Attorney



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231754

Certificate No. 007106690

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Whitney D. Melton, Contessa A. Hancock, Kim VandeBogart, and William G. Lawrence

of the City of Lynchburg, State of Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of March, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: Route 220 Corridor Safety Improvements, Phases 1-3

FHWA: NH-5128(326)

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Lynchburg, Virginia , this 15th day of March , 20 17
County (City), STATE Wilson L. Dickerson, Jr., PE

W. C. English, Incorporated By: [Signature] Senior Vice President
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Lynchburg

To-wit: I Sherry L. Williams , a Notary Public in and for the State and
~~County~~ (City) aforesaid, hereby certify that this day Wilson L. Dickerson, Jr., PE, Senior Vice President

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 15th day of March , 20 17
[Signature] My Commission expires July 31, 2020

Notary Public

OR
UNSWORN DECLARATION

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ , this _____ day of _____ , 20 _____
County (City), STATE

By: _____
(Name of Firm) (Signature) Title (print)



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: Route 220 Corridor Safety Improvements, Phases 1-3

FHWA: NH-5128(326)

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

- I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office
Virginia Road and Transportation Alliance	Richmond, VA
American Road & Transportation Builders Association	Washington, DC

- I (we) have X, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have X, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidder is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Lynchburg, Virginia, this 15th day of March, 20 17
County (City), STATE
W. C. English, Incorporated By: Wilson L. Dickerson, Jr. Senior Vice President
 (Name of Firm) (Signature) Title (print)
 STATE of Virginia ~~COUNTRY~~ (CITY) of Lynchburg

To-wit:
 I Sherry L. Williams, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Wilson L. Dickerson, Jr., PE, Senior Vice President personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 15th day of March, 20 17
Sherry L. Williams My Commission expires July 31, 2020
 Notary Public

