

### **Price Proposal for**

### A DESIGN-BUILD PROJECT ROUTE 29 WIDENING PHASE II

From: 0.208 miles west of Union Mill Road To: 0.460 miles east of Buckley's Gate Drive

State Project No.: 0029-029-350, P101, R201, C501, D612

Federal Project No.: NHPP-5A01(917) Contract ID Number: C00110329DB113







April 12, 2022



**Bowman** 



### **ATTACHMENT 3.6**

### COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION

RFP NO.	C00110329DB113	
PROJECT NO.:	0029-029-350	

### ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Acknowledgement shall be made of receipt of the Request for Proposals (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Department prior to the Letter of Submittal submission date shown herein. Failure to include this acknowledgement in the Letter of Submittal may result in the rejection of your proposal.

By signing this Attachment 3.6, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Co	over letter of	RFP – November 16, 2021		
2. Co	over letter of	(Date)  RFP Addendum No. 1 – February 1	4, 2022	
3. Co	over letter of	(Date) RFP Addendum No. 2 – March 2, 2	2022	
4. Co	over letter of	(Date) RFP Addendum No. 3 – March 4, 2	2022	
5. <b>C</b> 6	over letter of	(Date) RFP Addendum No. 4 – March 17,	2022	
	-	(Date)	2022	
CATO	a		3/17/22	
	SIGNATURE	,	D	ATE
Gregory A. Hamilto	on, PE, DBIA		Regional Sr.	Vice President
	PRINTED NAM	ME	TI	TLE



### **ATTACHMENT 4.0.1.2**

# DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: Route 29 Widening Phase II Contract ID Number: C00110329DB113

Contents of	Price Proposal:
	Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Part 1, Attachment 4.7.1)
$\checkmark$	Schedule of Items itemized in accordance with Part 1, Section 4.7.2, including material quantities and costs of each proposed work package
$\checkmark$	Proposed Monthly Payment Schedule showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.7.3
₫	Price Adjustment Information and Forms for Asphalt, Fuel and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3(a), 6.3(c), and 6.3(d))
$\checkmark$	Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications
$\checkmark$	Sworn Statement Forms C-104 and C-105 (Part 1, Attachments 4.7.6(a) and 4.7.6(b))



#### **ATTACHMENT 4.7.1**

### PRICE PROPOSAL FORM

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

Price Proposal Cost Breakdown Summary;

Design Services, LS	\$ <del>1</del> ,200,000,00
Construction Services (exclude QA/QC), LS	\$68,100,000.00
Quality Assurance (QA) (Construction), LS	\$ 2,900,000.00
Quality Control (QC) (Construction), LS	\$2,400,000.00

Proposal Price; (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): Eighty million, six hundred thousand

100 dollars	(\$_80,600,000,00)
	*
Signature:	_ Date: April 12, 2022
Design-Builder: Corman Kokos	Date: April 12, 2022 Via President Sing Construction Co.
Vendor No.: C3607	O

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#### Attachment 4.7.2 State Project 0029-029-350

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:				
VDOT Item Code 1	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Bu	dgeted Cost (\$)
00104	PROJECT DESIGN		1.00	LS	\$	7,200,000.00
25595	DESIGN BUILD QA (QA CONSTRUCTION)		1.00	LS	\$	2,900,000.00
25593	DESIGN BUILD QC (QC CONSTRUCTION)		1.00	LS	\$	2,400,000.00
25580	PRE-PROPOSAL MANAGEMENT SERVICES		1.00	LS	\$	800,000.00
85130	BONDS & INSURANCE		1.00	LS	\$	1,200,000.00
00100	MOBILIZATION		1.00	LS	\$	2,000,000.00
00101	CONSTRUCTION SURVEY		1.00	LS	\$	500,000.00
25565	PROGRESS SCHEDULE BASELINE		1.00	LS	\$	40,000.00
25567	PROGRESS SCHEDULE UPDATES		42.00	МО	\$	63,000.00
25505	FIELD OFFICE TY.I		42.00	MO	\$	176,400.00
40012	DB UTILITIES		1.00	LS	\$	5,500,000.00
00111	CLEARING AND GRUBBING		1.00	LS	\$	600,000.00
00120	REGULAR EXCAVATION		40,871.00	CY	\$	1,839,195.00
85003	UNDERCUT - EXCAVATION		1,850.00	CY	\$	55,500.00
00136	BORROW EXCAVATION - CBR 5		83,804.00	CY	\$	2,011,296.00
00181	UTILITY TEST PIT		600.00	EA	\$	555,000.00
00272	SELECT MATL. TY. I MIN. CBR-30 (UNDERCUT)		1,850.00	CY	\$	212,750.00
00355	GEOTEXTILE SUBGRADE STABILIZATION		4,365.00	SY	\$	30,555.00
10011	HYDRAULIC CEMENT		160.00	TON	\$	44,000.00
10011			6,105.00	SY	\$	
	NS MANIPULATION				\$	42,735.00 40,000.00
00108	NS MONITORING		1.00	LS		,
27545	SWM BASIN EXCAVATION		12,005.00	CY	\$	264,110.00
02110	NS CLAY LINER (1') - SWM BASIN		4,450.00	SY	\$	97,900.00
00162	NS ACCESS ROAD-SWM BASIN (6-IN 21B ALLOWANCE)		1.00	LS	\$	30,000.00
00550	NS DISM.& REM. EX. STR.		1.00	LS	\$	450,000.00
24810	NS RESET EXIST. MAILBOXES		13.00	EA		6,500.00
14120	REMOVE COMB. CURB AND GUTTER		9,645.00	LF OV	\$	96,450.00
14100	REMOVE SIDEWALK AND ENTRANCE		856.00	SY	\$	5,992.00
15311	REM AC PAVEMENT MATL		12,273.00	SY	\$	184,095.00
15311	REM COMBINED AC/HCC PAVEMENT MATL		32,556.00	SY 	\$	1,302,240.00
13244	NS SAW CUT AC / HCC		35,000.00	LF	\$	105,000.00
00529	FLOWABLE BACKFILL		953.00	CY	\$	452,675.00
24265	NS MAINTENANCE OF TRAFFIC		1.00	LS	\$	4,850,000.00
24160	TEMPORARY (CONSTRUCTION) SIGNS		4,000.00	SF	\$	100,000.00
24290	TRAFFIC BARRIER SERVICE CONC. MB-7D PC		40,870.00	LF . –	\$	1,021,750.00
23560	TEMP. SAFETY FENCE 4'		15,500.00	LF	\$	77,500.00
13604	TEMP IMPACT ATTEN SER TY 1 TL-3, >=40 MPH		35.00	EA	\$	245,000.00
54105	ERADICATE EXIST. LINEAR PVMT MARKING		30,000.00	LF	\$	30,000.00
54106	ERADICATE EXIST. NONLINEAR PVMT MRKG		2,235.00	SF	\$	17,880.00
54428	TEMP. PVMT MRKG, TY. A, 4"		294,768.00	LF	\$	206,337.60
54430	TEMP. PVMT MRKG, TY. A, 6"	1	7,174.00	LF	\$	5,021.80
54440	TEMP. PVMT MRKG, TY. A, 24"	-	1,096.00	LF	\$	8,768.00
54443	TEMP. PVMT SYMBOL MRKG THRU ARROW TY. A	1	76.00	EA	\$	11,400.00
54457	TEMP PVMT SYMBOL MRKG SNGL TURN ARROW TY A	1	67.00	EA	\$	12,060.00
13245	NS TEMPORARY SIDEWALK/TRAIL	Р	8,554.00	SY	\$	342,160.00
27101	TEMPORARY SEED		300,000.00	SY	\$	15,000.00
09151	ERSN CNTRL STONE CLASS I EC-1 TYPE A INSTALL		350.00	CY	\$	122,500.00

VDOT Item	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
27345	TEMPORARY DIVERSION DIKE		6,175.00	LF	\$ 18,525.00
27111	HYDRAULIC EROSION CONTROL PRODUCT TYPE 2		8,230.00	SY	\$ 4,526.50
27415	CHECK DAM ROCK TY. II		116.00	EA	\$ 174,000.00
27504	TEMP. SILT FENCE TYPE B		2,000.00	LF	\$ 14,000.00
27505	TEMP. SILT FENCE TYPE A		18,600.00	LF	\$ 74,400.00
27451	INLET PROTECTION TYPE A		70.00	EA	\$ 28,000.00
27284	EROSION CONTROL MULCH		350,000.00	SY	\$ 105,000.00
00520	NS BOX CLVRT, WILLOW CREEK (DBL 8'H X 8'W)		1.00	LS	\$ 2,668,413.60
00520	NS BOX CLVRT, WILLOW GREEK (DBL 811 X 8 W)  NS BOX CLVRT, STA 328+75 (SNGL 4'H X 6'W)		1.00	LS	\$ 850,000.00
00520	NS BOX CLVRT, STA 320+73 (SNGL 411 X 6 W)  NS BOX CLVRT, STA 341+50 (SNGL 41H X 8'W)		1.00	LS	\$ 700,000.00
00520	CONC CLASS A4 BOX CULVERT (HEAD/WINGWALLS)		77.00	CY	\$ 169,400.00
25003	HANDRAIL HR-1 TYPE II (CULVERTS)		268.00	LF	\$ 93,800.00
00252	CONCRETE CRADLE		71.00	CY	\$ 93,800.00
01152				LF	
	15" CONC. PIPE 15" PIPE		72.00	LF LF	-,
01150	•		6,314.00	LF LF	\$ 1,262,800.00 \$ 265,320.00
01180	18" PIPE		1,474.00		· · · · · · · · · · · · · · · · · · ·
01210	21" PIPE		52.00	LF	\$ 9,360.00
01240	24" PIPE		3,310.00	LF	\$ 728,200.00
01300	30" PIPE		681.00	LF	\$ 238,350.00
01360	36" PIPE		354.00	LF	\$ 168,150.00
01600	60" PIPE		92.00	LF	\$ 69,000.00
06151	15" END SECTION ES-1		8.00	EA	\$ 20,000.00
06181	18" END SECTION ES-1		6.00	EA	\$ 16,800.00
06241	24" END SECTION ES-1		4.00	EA	\$ 12,000.00
06361	36" END SECTION ES-1		1.00	EA	\$ 6,000.00
06490	60" END SECTION ES-1 OR 2		1.00	EA	\$ 12,000.00
06745	DROP INLET DI-2A		1.00	EA	\$ 14,000.00
06747	DROP INLET DI-2B,L=4'		1.00	EA	\$ 15,000.00
06748	DROP INLET DI-2B,L=6'		2.00	EA	\$ 30,000.00
06749	DROP INLET DI-2B,L=8'		3.00	EA	\$ 45,000.00
06750	DROP INLET DI-2B,L=10'		2.00	EA	\$ 36,000.00
06757	DROP INLET DI-2BB,L=6'		1.00	EA	\$ 15,000.00
06765	DROP INLET DI-2C,L=6'		1.00	EA	\$ 15,000.00
06815	DROP INLET DI-3A		2.00	EA	\$ 20,000.00
06817	DROP INLET DI-3B,L=4'		12.00	EA	\$ 144,000.00
06818	DROP INLET DI-3B,L=6'		32.00	EA	\$ 384,000.00
06819	DROP INLET DI-3B,L=8'		14.00	EA	\$ 168,000.00
06820	DROP INLET DI-3B,L=10'		10.00	EA	\$ 120,000.00
06821	DROP INLET DI-3B,L=12'		4.00	EA	\$ 48,000.00
06822	DROP INLET DI-3B,L=14'		5.00	EA	\$ 60,000.00
06826	DROP INLET DI-3BB,L=4'		1.00	EA	\$ 12,000.00
06827	DROP INLET DI-3BB,L=6'		6.00	EA	\$ 72,000.00
06828	DROP INLET DI-3BB,L=8'		5.00	EA	\$ 60,000.00
06829	DROP INLET DI-3BB,L=10'		2.00	EA	\$ 24,000.00
06830	DROP INLET DI-3BB,L=12'		1.00	EA	\$ 18,000.00
06835	DROP INLET DI-3C,L=6'		5.00	EA	\$ 60,000.00
06836	DROP INLET DI-3C,L=8'		1.00	EA	\$ 12,000.00
06837	DROP INLET DI-3C,L=10'		3.00	EA	\$ 45,000.00
06838	DROP INLET DI-3C,L=12'		1.00	EA	\$ 12,000.00
07110	DROP INLET DI-4B,L=6'		1.00	EA	\$ 18,000.00
07112	DROP INLET DI-4B,L=8'		1.00	EA	\$ 15,000.00
07114	DROP INLET DI-4B,L=10'		1.00	EA	\$ 12,000.00
07506	DROP INLET DI-5		11.00	EA	\$ 110,000.00
07508	DROP INLET DI-7		7.00	EA	\$ 70,000.00
09056	MANHOLE MH-1 OR 2		248.00	LF	\$ 297,600.00

VDOT Item	Hom Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
	Item Description	Adjustment	_		,,,
09057	FRAME & COVER MH-1		31.00	EA	\$ 27,900.00
22643	FENCE FE-CL		1,266.00	LF	\$ 44,310.00
23602	NS DOUBLE SWING GATE, 14'		1.00	EA	\$ 4,500.00
26118	CLASS I RIP RAP		725.00	CY	\$ 217,500.00
27544	N/S SWM BASIN GRAVEL DIAPHRAGM		67.00	CY	\$ 26,800.00
69040	CONCRETE CLASS A4		11.00	CY	\$ 44,000.00
27548	N/S SWM BASIN AERATOR		1.00	LS	\$ 18,000.00
62043	RAILING, BR27C 3 RAILS		425.00	LF	\$ 233,750.00
13570	NS RETAINING WALL MSE WALL A		4,625.00	SF	\$ 2,081,250.00
09185	PAVED DITCH PG-2A TYPE B3		290.00	SY	\$ 101,500.00
13530	RETAINING WALL RW-3		64.00	CY	\$ 128,000.00
25004	HANDRAIL HR-1 TYPE III		122.00	LF	\$ 61,000.00
13755	SOUND BARRIER WALL ABSORPTIVE		56,400.00	SF	\$ 3,948,000.00
13750	SOUND WALL COLOR COATING		12,950.00	SY	\$ 181,300.00
13570	NS RETAINING WALL (PORTION OF NB D)		3,720.00	SF	\$ 1,209,000.00
10635	ASPHALT CONC.TY. SM-9.5A	Р	2,710.00	TON	\$ 303,520.00
10636	ASPHALT CONC.TY. SM-9.5D	Р	10,345.00	TON	\$ 1,117,260.00
10610	ASPHALT CONCRETE TY. IM-19.0A	Р	5,720.00	TON	\$ 526,240.00
10642	ASPHALT CONCRETE TY. BM-25.0A	Р	28,872.00	TON	\$ 2,540,736.00
10642	ASPHALT CONC WEDGE & LEVEL	Р	18,782.00	TON	\$ 1,784,290.00
10505	N/S TEMP ASPHALT CONC (ALL GRADATIONS)	Р	18,203.00	TON	\$ 1,601,864.00
10062	ASPH-STAB. OPEN-GRADED MATERIAL	Р	959.00	TON	\$ 110,285.00
10245	AGGR. BASE MATL. TY. I NO. 21B		42,286.00	TON	\$ 2,748,590.00
10013	CEMENT STAB. AGGR. MATL. NO. 21A		6,031.00	TON	\$ 422,170.00
16522	FLEXIBLE PAVEMENT PLANING 0" - 2"		69,156.00	SY	\$ 224,757.00
16493	REHABILITATE EXIST. ASP. PAVEMENT	Р	4,000.00	SY	\$ 320,000.00
12323	ASPHALT CONCRETE CURB TY. MC-3C	Р	5,500.00	LF	\$ 88,000.00
00585	UNDERDRAIN UD-2		3,042.00	LF	\$ 136,890.00
00588	UNDERDRAIN UD-4		19,395.00	LF	\$ 581,850.00
00591	CROSSDRAIN CD-2		210.00	LF	\$ 5,250.00
00595	OUTLET PIPE		475.00	LF	\$ 21,375.00
12020	STD. CURB CG-2		1,298.00	LF	\$ 32,450.00
12030	STD. CURB CG-3		2,582.00	LF	\$ 95,534.00
12032	RADIAL CURB CG-3		430.00	LF	\$ 18,060.00
12600	STD. COMB. CURB & GUTTER CG-6		1,848.00	LF	\$ 59,136.00
12610	RADIAL COMB. CURB & GUTTER CG-6		380.00	LF	\$ 18,240.00
12700	STD. COMB. CURB & GUTTER CG-7		14,460.00	LF	\$ 433,800.00
12710	RADIAL COMB. CURB & GUTTER CG-7		2,969.00	LF	\$ 133,605.00
13108	CG-12 DETECT WARNING SURFACE (TYPE RI-2)		36.00	SY	\$ 14,760.00
13220	HYDRAULIC CEMENT CONC. SIDEWALK 4"		1,619.00	SY	\$ 80,950.00
12910	ENTRANCE GUTTER CG-9A TYPE III		17.00	SY	\$ 2,550.00
12940	ENTRANCE GUTTER CG-9D TYPE III		293.00	SY	\$ 43,950.00
21020	MEDIAN STRIP MS-1 (CG-3 STYLE)		2,584.00	SY	\$ 323,000.00
21215	MEDIAN STRIP MS-2 (CG-3 STYLE)		3,022.00	LF	\$ 181,320.00
13108	CG-12 DETECT WARNING SURFACE (TYPE B)		148.00	SY	\$ 60,680.00
13280	GUARDRAIL GR-MGS1		625.00	LF	\$ 21,875.00
13286	GUARDRAIL TERMINAL GR-MGS2		3.00	EA	\$ 12,000.00
13287	GUARDRAIL END ANCHORAGE GR-MGS3		3.00	EA	\$ 4,500.00
13288	GUARDRAIL HEIGHT TRANSITION GR-MGS4		3.00	EA	\$ 3,600.00
13310	GUARDRAIL TERMINAL GR-6 NCHRP 350		13.00	LF	\$ 26,000.00
13320	GUARDRAIL GR-2		44.00	LF	\$ 1,540.00
24600	REMOVE EXISTING GUARDRAIL		3,260.00	LF	\$ 11,410.00
25004	HANDRAIL HR-1 TYPE III RAILING (RAMP A)		376.00	LF	\$ 225,600.00
24502	NS REM EXIST CANTILEVER STRUCT & SIGNS		3.00	EA	\$ 16,500.00
50108	SIGN PANEL		929.00	SF	\$ 41,805.00

VDOT Item	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Bue	dgeted Cost (\$)
50320	REMOVE EXISTING 1 POST SIGN PANEL		41.00	EA	\$	6,560.00
50340	RELOCATE EXIST 1 POST GRND MNTD SIGN PANEL		70.00	EA	\$	30,100.00
50382	NS SIGN STRUCT, OH CANTLVR 38' ARM POLE/FND		1.00	EA	\$	150,000.00
50382	NS SIGN STRUCT, OH CANTLVR 41' ARM POLE/FND		1.00	EA	\$	150,000.00
50430	SIGN POST STP-1, 2", 14 GAUGE		1,315.00	LF	\$	46,025.00
50434	SIGN POST STP-1, 2 1/2", 10 GAUGE		220.00	LF	\$	11,000.00
50436	SIGN POST STP-1, 2 1/2", 12 GAUGE		262.00	LF	\$	10,480.00
50485	CONCRETE SIGN FOUNDATION STP-1, TYPE A		117.00	EA	\$	40,950.00
50486	CONCRETE SIGN FOUNDATION STP-1, TYPE B		17.00	EA	\$	13,600.00
51951	INSTALL SIGN		61.00	EA	\$	24,400.00
54032	TYPE B CLASS I PVMT LINE MRKG 4"		49,480.00	LF	\$	61,850.00
54034	TYPE B CLASS I PVMT LINE MRKG 6"		1,420.00	LF	\$	2,840.00
54037	TYPE B CLASS I PVMT LINE MRKG 8"		25.00	LF	\$	1,000.00
54042	TYPE B CLASS I PAVE. LINE MARKING 24"		6,180.00	LF	\$	74,160.00
54392	PVMT MESSAGE MARK. "ONLY" TY B CL I		19.00	EA	\$	9,025.00
54574	PVMT SYMB MRKG SGL TURN ARROW TY B, CL I		91.00	EA	\$	18,200.00
54626	PVMT SYMB MRKG (YIELD 2' X3') TY B, CL II		16.00	EA	\$	1,120.00
54040	TYPE B CLASS I PVMT LINE MRKG 12"		965.00	LF	\$	1,930.00
39001	NS TREE		635.00	EA	\$	165,100.00
39002	NS SHRUB		265.00	EA	\$	15,900.00
27023	TOPSOIL CLASS B		10,400.00	CY	\$	228,800.00
27100	PERMANENT SEED (200 LBS/AC)		100,000.00	SY	\$	50,000.00
27110	HYDR EROSION CONTROL PRODUCT TYPE 1		100,000.00	SY	\$	2,000.00
27237	ROLLED EROSION CTRL PRODUCT EC-3 TYPE 3		10,000.00	SY	\$	52,500.00
27217	NS FERTILIZER (200 LBS/AC)		3,800.00	LB	\$	76.00
27254	NS LIME (2 TN/AC)		38.00	TN	\$	38.00
28502	WETLAND SEED MIX (SWM BASIN)		42,000.00	SY	\$	21,840.00
41104	ADJUST EXIST. VALVE BOX		31.00	EA	\$	46,500.00
41820	FIRE HYDRANT		11.00	EA	\$	110,000.00
41977	ADJUST EXIST. WATER METER BOX		4.00	EA	\$	6,000.00
41976	RELOC. EXIST. WATER METER & BOX		1.00	EA	\$	3,000.00
41982	NS ADJUST EXIST. TEST STATION		2.00	EA	\$	3,000.00
41982	NS TEST STATION ASSEMBLY (TYPE FD)		2.00	EA	\$	20,000.00
40003	1" WATER SERVICE LINE		187.00	LF	\$	56,100.00
41840	2" AIR RELEASE VALVE & BOX		2.00	EA	\$	30,000.00
40061	6" DI WATER MAIN		292.00	LF	\$	233,600.00
41395	6" X 6" TAPPING SLEEVE VALVE & BOX		2.00	EA	\$	40,000.00
41006	6" GATE VALVE & BOX		7.00	EA	\$	42,000.00
40081	8" DI WATER MAIN		173.00	LF	\$	207,600.00
41398	8" X 6" TAPPING SLEEVE VALVE & BOX	1	1.00	EA	\$	20,000.00
41008	8" GATE VALVE & BOX		1.00	EA	\$	7,500.00
40121	12" DI WATER MAIN		275.00	LF	\$	412,500.00
41400	12"X6" TAPPING SLEEVE VALVE & BOX		2.00	EA	\$	50,000.00
41012	12" GATE VALVE & BOX		5.00	EA	\$	50,000.00
40241			3,904.00	LF	\$	1,952,000.00
40241	24" DI WATER MAIN 24" BEND		3,904.00	EA	\$	240,000.00
40412	24 BEND 24" BRANCH		9.00	EA	\$	90,000.00
40428			5.00	EA	\$	50,000.00
41982	24" PLUG OR CAP				\$	· · · · · · · · · · · · · · · · · · ·
	NS 24" FOSTER ADAPTOR	+	6.00	EA EA		18,000.00
41982	NS LONG SOLID SLEEVE		6.00	EA	\$	90,000.00
41408	24"X8" TAPPING SLEEVE VALVE & BOX	1	1.00	EA	\$	50,000.00
41030	24" BUTTERFLY VALVE & BOX	1	6.00	EA	\$	210,000.00
45612	42" STEEL ENCASE. PIPE	1	25.00	LF	\$	100,000.00
42080	8" SAN. SEWER PIPE (C900 PVC)		140.00	<u>LF</u> LF	\$	42,000.00

45562 42755 42764 42765 42771	Item Description  16" STEEL ENCASE. PIPE	Adjustment		Units <sup>1</sup>	Rud	geted Cost (\$)
42755 42764 42765	16" STEEL ENCASE, PIPE		Quantity		\$	
42764 42765	SANITARY SEWER MANHOLE		126.00	LF LF	\$	113,400.00
42765			64.00		\$	128,000.00
	MANHOLE FRAME & COVER F&C-1		6.00	EA		10,800.00
42771	ADJUST EXIST FRAME & COVER		2.00	EA	\$	4,000.00
40700	RECONSTRUCT EXISTING SANITARY MANHOLE		5.00	LF_	\$	11,000.00
42708	8" SANITARY DROP CONNECTION		5.00	LF_	\$	5,000.00
45582	24" STEEL ENCASE. PIPE		35.00	LF . –	\$	42,000.00
42044	4" SANITARY SERVICE LATERAL CONNECTION		54.00	LF	\$	8,100.00
42845	4" SEWER CLEANOUT		1.00	EA	\$	5,200.00
55140	CONCRETE FOUNDATION LF-1 TY. A		28.00	EA	\$	72,800.00
55190	LIGHTING POLE LP-2 TYPE F		17.00	EA	\$	88,400.00
55192	LIGHTING POLE LP-2 TYPE H		11.00	EA	\$	66,000.00
55504	LUMINAIRE POLE-MOUNT		16.00	EA	\$	24,000.00
55179	NS LUMINAIRE ARM (12 FT)		11.00	EA	\$	22,000.00
55179	NS LUMINAIRE SIGNAL MOUNTED		11.00	EA	\$	16,500.00
55587	JUNCTION BOX JB-S2		32.00	EA	\$	83,200.00
55588	JUNCTION BOX JB-S3		8.00	EA	\$	24,000.00
56050	BORED CONDUIT 2"		154.00	LF	\$	9,240.00
56053	2" PVC CONDUIT		5,162.00	LF	\$	43,877.00
56200	TRENCH EXCAVATION ECI-1		5,162.00	LF	\$	113,564.00
55352	CONTROL CENTER CCW-1 TYPE C		1.00	EA	\$	26,000.00
55347	ELECT. SERVICE SE-8 TYPE B		1.00	EA	\$	7,000.00
55385	ELECTRICAL SERVICE WORK PAD		1.00	EA	\$	1,000.00
56014	ELECT. SER. GRD. ELECTRODE 10'		4.00	EA	\$	960.00
55358	NS MODIFY EXIST. CONTROL CENTER		1.00	EA	\$	2,500.00
55060	6 CONDUCTOR CABLE		1,138.00	LF	\$	4,836.50
55080	8 CONDUCTOR CABLE		27,022.00	LF	\$	81,066.00
55505	NS TEMPORARY LIGHTING		1.00	LS	\$	180,000.00
52000	NS TRAFFIC SIGNAL-CENTREVILLE FARM/UNION		1.00	LS	\$	500,000.00
52000	NS TRAFFIC SIGNAL-STRINGFELLOW/CLIFTON		1.00	LS	\$	800,000.00
52000	NS TRAFFIC SIGNAL-MEADOW ESTATES/HAMPTON		1.00	LS	\$	800,000.00
52000	NS TRAFFIC SIGNAL-INICADOW ESTATES/HAMIFTON  NS TRAFFIC SIGNAL-BUCKLEYS GATE/SUMMIT		1.00	LS	\$	500,000.00
51955	NS TEMP TRAFF CNTRL SIGNAL-CVILLE FARM/UNION		1.00	LS	\$	150,000.00
					\$	,
51955	NS TEMP TRAFF CNTRL SIGNAL-STRINGFELLOW/CLIF		1.00	LS	\$	150,000.00
	NS TEMP TRAFF CNTRL SIGNAL-MEADOW EST/HAMPTON		1.00	LS	<u> </u>	150,000.00
57060	CCTV CAMERA DIGITAL		2.00	EA	\$	30,000.00
57080	NS CCTV CAT6 SHIELDED OUTDOOR NETWORK CABLE		370.00	LF	\$	1,295.00
59050	NS COMMUNICATION - SPREAD SPECTRUM RADIO		3.00	EA	\$	21,000.00
					<del>                                     </del>	

		Fuel (F) or			
VDOT Item		Price (P)	Approximate		
Code 1	Item Description	Adjustment	Quantity	Units <sup>1</sup>	Budgeted Cost (\$)

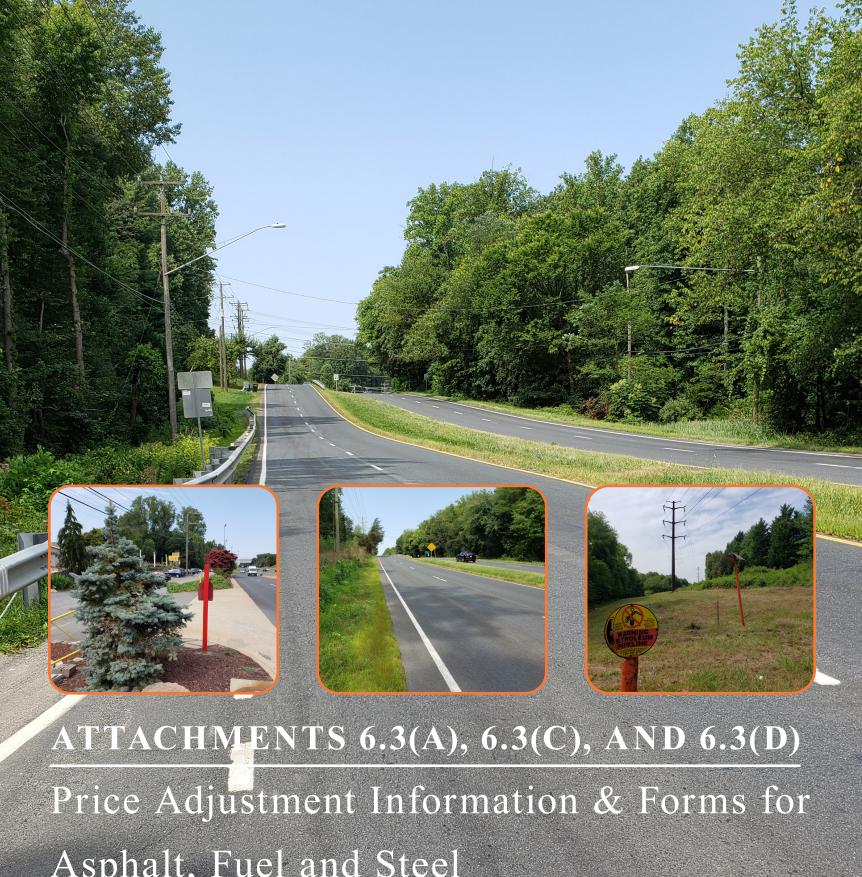
<sup>&</sup>lt;sup>1</sup> Use five-digit work item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes (i.e. 00100-Mobilization; 00120-Regular Excavation, etc...).



### Corman Kokosing Construction Company Project Name: Route 29 Widening Phase 2

	Contract ID C00110329DB113					
	PROPOSED MC	ONTHLY PAYMENT SCHEDULE				
	Month	Projected Monthly Total	Projected Cumulative Total			
1	June-22	\$2,785,000.00	\$2,785,000.00			
2	July-22	\$805,000.00	\$3,590,000.00			
3	August-22	\$1,148,750.00	\$4,738,750.00			
4	September-22	\$945,090.43	\$5,683,840.43			
5	October-22	\$945,090.43	\$6,628,930.85			
6	November-22	\$1,945,090.43	\$8,574,021.28			
7	December-22	\$1,945,090.43	\$10,519,111.70			
8	January-23	\$1,315,962.37	\$11,835,074.07			
9	February-23	\$1,382,629.03	\$13,217,703.10			
10	March-23	\$1,568,674.86	\$14,786,377.97			
11	April-23	\$1,757,847.40	\$16,544,225.37			
12	May-23	\$1,691,180.74	\$18,235,406.11			
13	June-23	\$1,091,180.74	\$19,326,586.85			
14	July-23	\$1,784,575.56	\$21,111,162.41			
15	August-23	\$2,414,929.26	\$23,526,091.67			
16	September-23	\$2,414,929.26	\$25,941,020.93			
17	October-23	\$2,414,929.26	\$28,355,950.20			
18	November-23	\$1,721,534.44	\$30,077,484.63			
19	December-23	\$1,188,611.90	\$31,266,096.53			
20	January-24	\$1,188,611.90	\$32,454,708.43			
21	February-24	\$1,255,278.56	\$33,709,986.99			
22	March-24	\$1,255,278.56	\$34,965,265.55			
23	April-24	\$1,444,451.10	\$36,409,716.66			
24	May-24	\$1,377,784.44	\$37,787,501.10			
25	June-24	\$2,071,179.26	\$39,858,680.36			
26	July-24	\$2,401,949.14	\$42,260,629.50			
27	August-24	\$2,401,949.14	\$44,662,578.63			
28	September-24	\$2,489,553.64	\$47,152,132.27			
29	October-24	\$2,489,553.64	\$49,641,685.91			
30	November-24	\$1,796,158.81	\$51,437,844.72			
31	December-24	\$1,188,611.90	\$52,626,456.62			
32	January-25	\$1,255,278.56	\$53,881,735.18			
33	February-25	\$1,255,278.56	\$55,137,013.74			
34	March-25	\$1,255,278.56	\$56,392,292.31			
35	April-25	\$1,377,784.44	\$57,770,076.75			
36	May-25	\$1,377,784.44	\$59,147,861.18			
37	June-25	\$2,071,179.26	\$61,219,040.45			
38	July-25	\$2,420,686.63	\$63,639,727.07			
39	August-25	\$2,420,686.63	\$66,060,413.70			
40	September-25	\$2,508,291.13	\$68,568,704.83			
41	October-25	\$2,508,291.13	\$71,076,995.96			
42	November-25	\$1,814,896.31	\$72,891,892.27			
43	December-25	\$576,995.69	\$73,468,887.96			
44	January-26	\$576,995.69	\$74,045,883.65			
45	February-26	\$576,995.69	\$74,622,879.33			
46	March-26	\$1,357,995.01	\$75,980,874.35			

	Projected Monthly Total	Projected Cumulative Total
April-26	\$1,357,995.01	\$77,338,869.36
May-26	\$1,688,764.89	\$79,027,634.25
June-26	\$995,370.06	\$80,023,004.31
July-26	\$576,995.69	\$80,600,000.00
Total 2022:	\$10,519,111.70	]
Total 2023:	\$20,746,984.83	]
Total 2024:	\$21,360,360.09	]
Total 2025:	\$20,842,431.34	]
Total 2026:	\$7,131,112.04	1
		-
Job Total:	\$80,600,000.00	<b>i</b>
	May-26 June-26 July-26  Total 2022: Total 2023: Total 2024: Total 2025: Total 2026:	May-26 \$1,688,764.89  June-26 \$995,370.06  July-26 \$576,995.69  Total 2022: \$10,519,111.70  Total 2023: \$20,746,984.83  Total 2024: \$21,360,360.09  Total 2025: \$20,842,431.34  Total 2026: \$7,131,112.04



Asphalt, Fuel and Steel

### EXHIBIT 6.3(a) ADJUSTMENT FOR ASPHALT

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

June 26, 2018

All asphalt material listed in the attached "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 Construction 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 <u>Base Index</u> 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 Tons SM-12.5A x 6.1% x - 15.00 Ton = - 6,862.50 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 other than PG 64S-22 and PG 64E-22 will be based on the indexes for PG 64S-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 shall 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

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10417	Tack Coat	Gal	310
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
10603	Asphalt Concrete Ty. SM-19.0A	Ton	315
10604	Asphalt Concrete Ty. SM-19.0D	Ton	315
10605	Asphalt Concrete Ty. SM-19.0E (64E)	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 (64E-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
10614	Asphalt Concrete Ty. IM-19.0E (64E)	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 (64E-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(64H-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(64E-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
16326	Asphalt Concrete Ty. SM-4.75A	Ton	315
16327	Asphalt Concrete Ty. SM-4.75D	Ton	315
16328	Asphalt Concrete Ty. SM-4.75E	Ton	315
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 (64E-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 (64E-22)	Ton	315
16364	Asphalt Concrete Ty. SM-19.0E (64E)		
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16371	Asphalt Concrete Ty. IM-19.0E (64E)	. •	0.0
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(64H-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
10430	HOLIMIN ASPHAIL HEALIHEIL	1011	AIID

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 (c) ADJUSTMENT FOR FUEL

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

June 26, 2018

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 shall 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. The optional fuel item listing eligible for fuel adjustment is provided by the Department at this website: <a href="http://www.virginiadot.org/business/const/resource.asp">http://www.virginiadot.org/business/const/resource.asp</a>. 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.

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in the Schedule of Items 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 Items shall 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.

Signature

Design-builder

Vendor No.:

\_I elect to use this provision

I elect not to use this provision

Commonwealth of Virginia Virginia Department of Transportation Page 2 of 2

### EXHIBIT 6.3(d) ADJUSTMENT FOR STEEL

# VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR PRICE ADJUSTMENT FOR STEEL DESIGN-BUILD PROJECTS

June 6, 2018

In the event the Design-Builder elects to seek adjustment for steel items designated in the Price Proposal/Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. If new pay items which involve steel are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

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 steel used on specific items of work identified in the Price Proposal/contract in accordance with this provision. Provided at the end of this provision is a master listing of standard bid items the Department has determined are eligible for steel price adjustment. Only items on this listing will be eligible for steel price adjustment. Generally, non-standard pay items will not be eligible for steel price adjustment unless such steel items are project-specific modifications of items normally eligible and the quantities present on the project constitute major items of the work. Inventoried materials from the listing of eligible items are specifically excluded for consideration. This provision also does not allow for price adjustment for embedded steel where the steel item is a component of the finished bid item and there is no separate or distinct payment for the steel item or for steel used for pre-tensioned or post-tensioned precast components where furnishing steel is included in the unit price of the finished bid item. This includes items such as (but not limited to) drop inlets, median barriers, sound barrier walls, bridge railing and parapets, are not eligible for consideration under this provision.

The requirements of this provision shall apply only to material cost changes that occur between the date of the opening of the Price Proposal and the date the material is shipped to the fabricator. To be eligible for this price adjustment, Design-Builder is required to fill out the accompanying Form for Price Adjustment for Eligible Steel Items on Design-Build Projects and submit the same with its Price Proposal for the Project. By signing the Form and submitting it with its Price Proposal Design-Builder declares its intention to participate in the price adjustment in its contract with the Department. For the purposes of this provision, the prices listed on the Form for Price Adjustment for Eligible Steel Items on Design-Build projects are fixed for cost and adjustment calculations regardless of quantities incorporated into final design. Further, in order for steel items to be eligible for adjustment, once shipped to the fabricator, the items 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.

Design-Builder shall upon request furnish documentation supporting the price per pound for eligible steel items as shown on the Form for Price Adjustment for Eligible Steel Items on Design-Build Projects furnished with its Price Proposal. Design-Builder must use the format as shown with this Form; no other format for presenting this information will be permitted. Design-Builder shall certify that all items of documentation are original and were used in the computation of the price per pound amount for the represented eligible pay items for the month the Price Proposal was opened. This documentation shall support the base line material price ("Base Price") of the steel item only. Base price per pound shall not include the following cost components: fabrication, shipping, storage, handling, and erection.

Failure to submit all documentation required or requested supporting the per pound prices on eligible steel items will result in Design-Builder being ineligible for a price adjustment of any or all steel items.

Request for Proposals Part 3 Lump Sum Agreement November 16, 2021 Route 29 Widening Phase II Fairfax County, Virginia Project No. 0029-029-350, P101, R201, C501, D612 Contract ID # C00110329DB113

Price adjustment of each qualifying item will only be considered if there is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. **Please note**: The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

Items under consideration for price adjustment will be compared to the steel category index items and the corresponding I.D. numbers shown in the table attached to the end of this provision.

The price adjustment will be determined by computing the percentage of change in index value beyond 10 percent above or below the index on the date of opening of Design-Builder's Price Proposal to the index value on the date the steel material is shipped to the fabricator (Please see included sample examples). Weights and date of shipment must be documented by a bill of lading provided to the Department. The final price adjustment dollar value will be determined by multiplying this percent increase or decrease in the index (after 10%) by the represented quantity of steel shipped, by the Base Price per pound subject to the limitations herein.

#### Price increase/decrease will be computed as follows:

 $A = B \times P \times Q$ 

Where:

- A = Steel price adjustment in lump sum dollars
- B = Average weighted price of steel submitted in Design-Builder's Price
  Proposal for project in price per pound as listed on the Form for
  Price Adjustment for Eligible Steel Items on Design-Build Project
- P = Adjusted percentage change in PPI average from shipping date to date of opening of Price Proposal minus 10% (0.10) threshold
- Q = Total quantity of steel in pounds shipped to fabricator for specific project

This price adjustment is capped at 60 percent. This means the maximum "P" value for increase or decrease that can be used in the above equation is 50% (60%-10% threshold).

Calculations for price adjustment shall be shown separate from the monthly progress payment for work packages and will not be included in the total cost of work for determination of progress or for extension of contract time.

Upon Department review and due process consideration for redress by Design-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.

### FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS

Must be supplied with Price Proposal for Department Participation

(All prices to be supported by project-specific quotes)

DATE FOR RECEIPT OF PRICE PROPOSAL \_

ltem Number	Item Description	Quantity	Unit	Unit Price	Supplier	Date of Quote
	-	-				0
				<del></del>		-
	-			<del>9</del>		<u> 1</u>
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	~	? <u>———</u>	-			
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		-			,	
nis form Design-Bu	undersigned, understand that by we are declaring our desire to ild Projects to this Price Proposa the Special Provision For Price	apply the Sp I and contract	ecial Prov The terr	vision For I	Price Adjustmen iditions for partic	t for Steel
	Design-Builder Kokosing Construction			No	Date 0	22

### Sample Calculation of a Price Adjustment (increase)

Project bid on April 28, 2004.

Project has 450,000 lb. of eligible structural steel.

Design Builder's \*f.o.b. supplier price for structural steel submitted in the Price Proposal is \$0.2816 per pound.

\*free on board

Adjusted\*\* BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 139.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 161.1

Adjustment formula is as follows:

A = B X P X Q

Where:

A = Steel price adjustment in lump sum dollars

B = Average weighted price of steel submitted in the Price Proposal for Design-Build project in \$ per pound

P = Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold

Q = Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds

B = \$0.2816

P = (161.1 - 139.6)/139.6 - 0.10 = 0.054

Q = 450,000 lb.

 $A = 0.2816 \times 0.054 \times 450,000$ 

A = \$6,842.88 pay adjustment to Design-Builder

#### Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

Project has 450,000 lb. of eligible structural steel.

Design-Builder's \*f.o.b. supplier price for structural steel submitted in the Price Proposal is \$0.2816 per pound.

\*free on board

Adjusted BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 156.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 136.3

Adjustment formula is as follows:

A = B X P X Q

Where:

A = Steel price adjustment in lump sum dollars

B = Average weighted price of steel submitted in the Price Proposal for Design-Build project in \$ per pound

P = Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold

Q = Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds

B = \$0.2816

P = (156.6 - 136.3)/156.6 - 0.10 = 0.030

Q = 450,000 lb.

 $A = 0.2816 \times 0.030 \times 450,000$ 

A = \$3,801.60 credit to Department

### MASTER LISTING

#### STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

June 8, 2018

BLS Series I. D.

ITEM NUMBER	ITEM DESCRIPTION	UNITS	Number WPU used in \$ adjust.
00519	SHEET PILE, STEEL	SF	avg. 1017 & 101
00540	REINF. STEEL	LB	101704
00560	STRUCTURAL STEEL JB-1	LB	avg. 1017 & 101
11030	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
13545	REINF. STEEL	LB	101704
14502	REINFORCING STEEL	LB	101704
45522	4" STEEL ENCASE. PIPE	LF	101706
45532	6" STEEL ENCASE. PIPE	LF	101706
45562	16" STEEL ENCASE. PIPE	LF	101706
45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASEMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
60452	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
61700	REINF. STEEL	LB	101704
61704	CORROSION RESISTANT REINF. STEEL	LB	101704
61750	STRUCT.STEEL HIGH STRG.PLT.GIRDERS	LB	avg. 1017 & 101
61811	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61812	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61813	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS50W	LB	avg. 1017 & 101
61814	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS70W	LB	avg. 1017 & 101
61820	STR.STEEL ROLLED BEAM ASTM A709 GRADE 36	LB	avg. 1017 & 101
61821	STR.STEEL ROLLED BEAM ASTM A709 GRADE50	LB	avg. 1017 & 101
61822	STR.STEEL ROLLED BEAM ASTM A709 GRADE50W	LB	avg. 1017 & 101
61990	STEEL GRID FLOOR	SF	avg. 1017 & 101
64110	STEEL PILES 10"	LF	avg. 1017 & 101
64112	STEEL PILES 12"	LF	avg. 1017 & 101
64114	STEEL PILES 14"	LF	avg. 1017 & 101
64768	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101
64778	DRIVING TEST FOR 14" STEEL PILE	LF	avg. 1017 & 101
65200	REINF. STEEL	LB	101704
65204	CORROSION RESISTANT REINF. STEEL	LB	101704
68100	REINF. STEEL	LB	101704
68104	CORROSION RESISTANT REINF. STEEL	LB	101704
68107	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
68108	STR. STEEL PLATE GIRDER ASTM A709 GR50W	LB	avg. 1017 & 101
68109	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS50W	LB	avg. 1017 & 101
68110	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS70W	LB	avg. 1017 & 101
68112	STR.STEEL ROLLED BEAM ASTM A709 GR.36	LB	avg. 1017 & 101
68113	STR.STEEL ROLLED BEAM ASTM A709 GR.50	LB	avg. 1017 & 101
68114	STR.STEEL ROLLED BEAM ASTM A709 GR. 50W	LB	avg. 1017 & 101
68115	STRUCT. STEEL	LB	avg. 1017 & 101
68270	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
69060	SHEET PILES, STEEL	SF	avg. 1017 & 101

69100	REINF. STEEL	LB	101704
69104	CORROSION RESISTANT REINF. STEEL	LB	101704
69110	STEEL PILES 10"	LF	avg. 1017 & 101
69112	STEEL PILE 12"	LF	avg. 1017 & 101
69113	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101

\_\_\_I elect to use this provision

✓ I elect not to use this provision

Date:

Signature:

Design-Builder: 🔏

Vendor No.: C3607



# COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRE	ESENTS, THAT WE	Corman K	okosing Co	onstruction Com	ipany	As
principal and Liberty Mutual Insu	rance Company	Su	rety, are h	eld and firmly b	ound unt	to the
Commonwealth of Virginia as obli	gee, in the amount of	FIVE PERC	ENT OF	THE DOLLAR \	/ALUE O	FTHE
PID Jawful money of the United S	States of America, for t	he paymer	it of Which	well and truly	to be ma	ue, we
bind ourselves, our heirs, executo	ors, administrators, suc	cessors an	d assigns,	jointly and sev	erally and	עווווווו ב
by these presents.						
SIGNED, sealed and dated this	22nd		Day of _	March	, 20	_22
WHEREAS, the above said princi	pal is herewith submitti	ing its prop	osal for:			
Contract ID	ect No. NHPP-5A01(917) Number: C000110329DB	) 3113				
NOW, THEREFORE, the condit	ion of the above oblig	gee is such	n, that if th	ne aforesaid pi	rincipal s	hall be
and all the contract upon said	proposal and shall Wif	nın the timi	e speciliec	III THE ODECHIN	Janons a	itoi tiio
notice of such award enter into a obligation shall be null and coils	Hitherwise to remain in	tull force a	na eneci a	itia rije bijijobe	ii ai lu sui	Cty will
pay unto the obligee the different	ce in money between	the amour	nt of the b	d of the said p	rincipal a	and the
amount for which the bridge ma amount be in excess of the forme	ay legally contract with	another p	arty to per	form the said to	vork it in reof	e latter
amount be in excess of the former	this borevent shall	l iborty l	Mutual Inci	rance Compan	v	dich =
Corman Kokosing Coastructor	plubani a	Liberty		Surety Company)	1	V
By: A Principal 20	17 Market	ву:	this.	Murdluf Attorney-in-Fact	(Seal)	1
(Officer, Partner or Own	e() (Seal)		J		- 5	4
Gregory	Num Hon President	1	keley Stree	et, Boston, MA ( (Address)	02110	
(Principat <sup>a</sup> )	Sr. VICE MOSI			(Add1633)		112
By: (Officer, Partner or Own	perl (Seal)	By:	F.	(Surety Compa	ny)	
(Officer, Faither of Own	ici) (Ocal)			, -		
(Principal*)			(Atto	mey-in-Fact**) (S	eal)	
Ву:		Ву:				
(Officer, Partner or Own	ner) (Seal)			(Address)		
"Note: If the principal is a joint venture, e one surety to the bid bond, each surety m Electronic Bid Only: In lieu of completi Bid Bond when bidding electronically. executed and the Principal and Surety bond as shown above.	ng the above section of the	Contract Per	formance Bo	nd, the Principal st	nall file an I	Electronic has been
Electronic Bid Bond ID#	Company/Bidder Name			Signature and T	itle	
**Attach copy of Power of Attorney						



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy L. Woodruff

all of the city of Cleveland, state of Ohio each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

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INSURATE OF THE PROPERTY INSURATE OF THE PROPE

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044

By: Leresa Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

SS

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings,

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies 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 22nd day of March 2022





By: Kenin chilly

Renee C. Llewellyn, Assistant Secretary



### COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION

PROJECT: 0029-029-350, P101, R201, C501, D612

FHWA: NHPP-5A01(917)

ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES JANUARY 27, 2026

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 <u>EITHER</u> BY SIGNING THE AFFIDAVIT AND HA VING IT NOTARIZED <u>OR</u> 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 Anne Arundel County, Maryland	this 4th day of April	20 22
County (City), STATE		
Corman Kokosing Construction Company	By:	Senior Vice President
(Name of Firm)	(Signature)	Title (print)
STATE of Maryland	COUNTY (CITY) of Anne A	
OTATE OF	To-wit:	
Angela Brinkley		n and for the State and
County(City) aforesaid, hereby certify that this day	Greg Hamilton, Senior Vice F	President
personally appeared before me and made oath tha	t he is duly authorized to make th	e above statements
and that such statements are true and correct.	The is daily daily in the interest of the inte	
	danas April	20 22
Subscribed and sworn to before me this 4th	day of April	
I have built	My Commission expires	01/27/2026
Notary Public		
	OR	
UNSWORM	N DECLARATION	
		. ( ( )
The undersigned is duly authorized by the bidde		
submitted on behalf of the bidder for contracts to be	e let by the Commonwealth Trans	sportation Board.
Olama di at	Alain day af	20
Signed atCounty (City), STATE	, this day of	, 20
	By:	
(Name of Firm)	(Signature)	Title (print)
ANGELAREN		3
ANGELA BRINKLEY		

## COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION AFFIDAVIT

PROJECT: 0029-029-350, P101, R201, C501, D612

NAME

FHWA: NHPP-5A01(917)

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.

1. 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).

Location of Principal Office

	14) fivi	Location of this par office
	VCTA	Richmond, VA
	ARBTA	Washington, DC
	МТВМА	Glen Burnie, MD
2.	subject to the equal opportunity clause, 11246, and that I/We have, have the Director of the Office of Federa contracting or administering agency,	participated in a previous contract or subcontract as required by Executive Orders 10925, 11114, or not, filed with the joint Reporting Committee or the former President's Committee on Equal and the applicable filing requirements.
	Regulations of the Secretary of Labor bidders and proposed subcontractors of which are subject to the equal opportunity.	equired by the Equal Employment Opportunity [41 CFR 60-1.7(b)(1)], and must be submitted by only in connection with contracts and subcontracts nity clause. Contracts and subcontracts which are se are set forth in 41 CFR 60-1.5. (Generally only nder are exempt.)
	Currently, Standard Form 100 (EEO-1) or their implementing regulations.	is the only report required by the Executive Orders

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.:

Form C-105 page 2

- 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 bidders 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 Anne Arundel County, Maryland County (City), STATE Corman Kokosing Construction Company	By: Senior Vice President
(Name of Firm)	(Signature) Title (print)
STATE of Maryland	COUNTY (CITY) of Anne Arundel County
	To-wit:
Angela Brinkley	, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this	day Greg Hamilton, Senior Vice President
personally appeared before me and made oat and that such statements are true and correct	th that he is duly authorized to make the above statements
Subscribed and sworn to before me this 4th	n day of <u>March</u> , 20 <u>22</u>
Jus. Bulle	My Commission expires 01/27/2026
Notary Public	

ANGELA BRINKLEY
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES JANUARY 27, 2026