

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)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.7.2, including material quantities and costs of each proposed work package**
 - 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))**
 - Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
 - Sworn Statement Forms C-104 and C-105 (Part 1, Attachments 4.7.6(a) and 4.7.6(b))**
-

ATTACHMENT 3.6**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**RFP NO. C00110329DB113PROJECT 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. Cover letter of RFP – November 16, 2021
(Date)
2. Cover letter of RFP Addendum No. 1 – February 14, 2022
(Date)
3. Cover letter of RFP Addendum No. 2 – March 2, 2022
(Date)
4. Cover letter of RFP Addendum No. 3 – March 4, 2022
(Date)
5. Cover letter of RFP Addendum No. 4 – March 17, 2022
(Date)



SIGNATURE

04/12/22

DATE

Aaron T. Myers

PRINTED NAME

Executive Vice President - Operations

TITLE

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	\$ <u>8,200,000.00</u>
Construction Services (exclude QA/QC), LS	\$ <u>59,702,777.00</u>
Quality Assurance (QA) (Construction), LS	\$ <u>1,452,000.00</u>
Quality Control (QC) (Construction), LS	\$ <u>1,322,000.00</u>

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): Seventy Million Six Hundred Seventy Six Thousand
Seven Hundred Seventy Seven dollars and Zero cents (\$ 70,676,777.00)

Signature:  Date: 4-12-2022

Design-Builder: Allan Myers VA, Inc.

Vendor No.: G303

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: 4/12/2022

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
00104	NS DESIGN ENGINEERING	N/A	1	LS	\$ 8,200,000.00
00104	ROW ACQUISITION	N/A	1	LS	\$ 520,000.00
85130	NS BOND	N/A	1	LS	\$ 707,000.00
00104	ENVIRONMENTAL MITIGATION CREDITS	N/A	1	LS	\$ 1,960,000.00
00104	NS PERMITTING	N/A	1	LS	\$ 86,000.00
00104	NS ESCROW DOCUMENT STORAGE	N/A	1	LS	\$ 20,000.00
00104	NS PROPOSAL PAYMENT	N/A	1	LS	\$ 75,000.00
25593	NS QUALITY ASSURANCE	N/A	1	LS	\$ 1,452,000.00
25593	NS QUALITY CONTROL	N/A	1	LS	\$ 1,322,000.00
00104	NS PUBLIC RELATIONS	N/A	1	LS	\$ 231,000.00
25561	PARTNERING	N/A	1	LS	\$ 50,000.00
00100	MOBILIZATION	N/A	1	LS	\$ 3,450,000.00
00104	GENERAL CONDITIONS - SUPERVISION	N/A	1	LS	\$ 2,100,000.00
25565	PROGRESS SCHEDULE BASELINE	N/A	1	LS	\$ 450,000.00
25567	PROGRESS SCHEDULE UPDATES	N/A	47	EA	\$ 47,000.00
00101	CONSTRUCTION SURVEYING CONSTR.	N/A	1	LS	\$ 400,000.00
13210	R/W MONUMENT RM-1	N/A	108	EA	\$ 21,600.00
25505	FIELD OFFICE TY. 1	N/A	1	LS	\$ 150,000.00
40012	NS UTILITY COORDINATION AND RELOCATIONS	N/A	1	LS	\$ 14,918,748.00
00110	CLEARING AND GRUBBING	N/A	1	LS	\$ 1,230,000.00
	NS EROSION & SEDIMENT CONTROLS	N/A	1	LS	\$ 2,200,000.00
27325	ROLLED EROSION CTRL PRODUCT EC-3 TYPE 1	N/A	6,883	SY	\$ 34,415.00
27320	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 3	N/A	7,000	SY	\$ 28,000.00
27100	PERMANENT SEED	N/A	16.25	AC	\$ 24,375.00
	NS SAW-CUT	N/A	36,156	LF	\$ 180,780.00
24410	DEMO. OF PAVEMENT	N/A	45,516	SY	\$ 910,320.00
70001	NS DEMOLITION OF BUILDINGS	N/A	1	LS	\$ 130,000.00
	NS MISC DEMOLITION	N/A	1	LS	\$ 225,000.00
24265	NS MAINTENANCE OF TRAFFIC	N/A	1	LS	\$ 980,000.00
24290	TEMP BARRIER SERVICE CONC.	N/A	25,693	LF	\$ 1,284,650.00
13611	IMPACT ATTEN. SER. TYPE I	N/A	31	EA	\$ 465,000.00
00120	NS REGULAR EXCAVATION	N/A	76,133	CY	\$ 4,263,448.00
00136	BORROW EXCAVATION	N/A	45,461	CY	\$ 1,363,830.00
27545	STORM WATER MAN. BASIN EXCAV.	N/A	9,498	CY	\$ 531,888.00
27022	TOPSOIL CLASS B 2"	N/A	15	ACRE	\$ 60,000.00
01150	15" PIPE	N/A	7,748	LF	\$ 852,280.00
01180	18" PIPE	N/A	1,313	LF	\$ 150,995.00
01210	21" PIPE	N/A	52	LF	\$ 7,020.00
01240	24" PIPE	N/A	3,253	LF	\$ 439,155.00
01300	30" PIPE	N/A	723	LF	\$ 137,370.00
01360	36" PIPE	N/A	318	LF	\$ 71,550.00

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: 4/12/2022

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
01420	42" PIPE	N/A	55	LF	\$ 17,875.00
01480	48" PIPE	N/A	490	LF	\$ 186,200.00
01600	60" PIPE	N/A	324	LF	\$ 168,480.00
06151	15" END SECTION ES-1	N/A	9	EA	\$ 9,000.00
06241	24" END SECTION ES-1	N/A	3	EA	\$ 4,200.00
06301	30" END SECTION ES-1	N/A	1	EA	\$ 2,000.00
06361	36" END SECTION ES-1	N/A	1	EA	\$ 2,500.00
06421	42" END SECTION ES-1	N/A	1	EA	\$ 3,750.00
06481	48" END SECTION ES-1	N/A	1	EA	\$ 5,000.00
09150	RIP RAP CLASS I	N/A	386	TN	\$ 38,600.00
08990	NS STORM STRUCTURES	N/A	164	EA	\$ 1,476,000.00
09065	NS JUNCTION BOX	N/A	3	EA	\$ 150,000.00
27550	STORMWATER MAN.DRAIN.STR.SWM-1	N/A	16	LF	\$ 80,000.00
00211	MINOR STR. EXCAV. PIPE CULVERT	N/A	465	CY	\$ 74,400.00
00212	MINOR STR. EXCAV. BOX CULVERT	N/A	437	CY	\$ 30,590.00
00522	CONCRETE CLASS A4 BOX CULVERT	N/A	284	CY	\$ 113,600.00
	NS DEMO EXISTING STRUCTURE	N/A	1	LS	\$ 100,000.00
66810	DAMP-PROOFING	N/A	650	SY	\$ 13,000.00
66238	DRY RIPRAP CL.II 38"	N/A	211	SY	\$ 21,100.00
00525	CONCRETE CLASS A3 MISC.	N/A	86	CY	\$ 34,400.00
00588	UNDERDRAIN UD-4	N/A	18,500	LF	\$ 148,000.00
00585	UNDERDRAIN UD-2	N/A	3,200	LF	\$ 57,600.00
00591	CROSSDRAIN CD-2	N/A	205	LF	\$ 12,300.00
00595	OUTLET PIPE	N/A	400	LF	\$ 20,000.00
00596	ENDWALL EW-12	N/A	5	EA	\$ 5,000.00
	NS REMOVE EXISTING DRAINAGE	N/A	1	LS	\$ 400,000.00
	NS TEMP DRAINAGE	N/A	1	LS	\$ 95,000.00
10128	AGGR. BASE MATL. TY. I NO. 21B	N/A	50,367	TON	\$ 1,561,377.00
10017	CEM.S.AGR.BAS.MATL.TY.I N.21A	N/A	3,836	TON	\$ 172,620.00
10103	AGGR. MATL. NO. 25 OR 26	N/A	500	TON	\$ 25,000.00
10642	ASPHALT CONCRETE TY. BM-25.0A	(P)	45,277	TON	\$ 3,531,606.00
10610	ASPHALT CONCRETE TY. IM-19.0A	(P)	13,282	TON	\$ 1,035,996.00
10635	ASPHALT CONC.TY. SM-9.5A	(P)	3,423	TON	\$ 243,033.00
10636	ASPHALT CONC.TY. SM-9.5D	(P)	11,197	TON	\$ 794,987.00
10062	ASPH-STAB. OPEN-GRADED MATERIAL-3.0" -OGDL	(P)	830	TON	\$ 76,360.00
10628	FLEXIBLE PAVE.PLANING 0"-2"	N/A	69,382	SY	\$ 69,382.00
12700	STD. COMB. CURB & GUTTER CG-7	N/A	19,765	LF	\$ 355,770.00
12020	STD. CURB CG-2	N/A	8,255	LF	\$ 148,590.00
12030	STD. CURB CG-3	N/A	2,148	LF	\$ 38,664.00
12940	ENTRANCE GUTTER CG-9D	N/A	335	SY	\$ 33,500.00
13220	HYDR. CEMENT CONC. SIDEWALK 4"	N/A	449	SY	\$ 39,512.00

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: 4/12/2022

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
13108	CG-12 DETECTABLE WARNING SURFACE	N/A	1,507	SY	\$ 15,070.00
	NS CONCRETE BUS PAD	N/A	39	SY	\$ 7,800.00
21020	MEDIAN STRIP MS-1	N/A	2,246	SY	\$ 134,760.00
09185	PAVED DITCH PG-2A	N/A	411	SY	\$ 42,744.00
24600	REMOVE EXISTING GUARDRAIL	N/A	3,440	LF	\$ 68,800.00
13280	GUARDRAIL GR-MGS1	N/A	706	LF	\$ 24,710.00
13286	GUARDRAIL TERMINAL GR-MGS2	N/A	2	EA	\$ 7,400.00
13287	GUARDRAIL END ANCHORAGE GR-MGS3	N/A	3	EA	\$ 5,700.00
13288	GUARDRAIL HEIGHT TRANSITION GR-MGS4	N/A	2	EA	\$ 2,800.00
13310	GUARDRAIL TERMINAL GR-6 NCHRP 350	N/A	20	LF	\$ 1,500.00
13320	GUARDRAIL GR-2	N/A	96	LF	\$ 3,360.00
13383	FIXED OBJECT ATTACH. GR-FOA-1 TY. I	N/A	1	EA	\$ 3,300.00
13384	FIXED OBJECT ATTACH. GR-FOA-1 TY. II	N/A	1	EA	\$ 3,000.00
22643	FENCE FE-CL	N/A	1,265	LF	\$ 25,300.00
22677	GATE FE-CL L=14'	N/A	1	EA	\$ 2,000.00
13565	RETAINING WALL EXCAVATION	N/A	455	CY	\$ 40,950.00
13530	RETAINING WALL RW-3	N/A	40	CY	\$ 52,000.00
13810	MSE RETAINING STRUCTURE	N/A	4,790	SF	\$ 958,000.00
	NS AGGREGATE PIERS	N/A	530	EA	\$ 318,000.00
13755	NS NOISE / COMBINATION WALLS	N/A	53,485	SF	\$ 3,262,585.00
25003	HANDRAIL HR-1 TYPE II	N/A	295	LF	\$ 29,500.00
25004	HANDRAIL HR-1 TYPE III	N/A	456	LF	\$ 45,600.00
62034	RAILING, CPSR 2 RAIL	N/A	540	LF	\$ 162,000.00
62004	NS ARCHITECTURAL TREATMENT	N/A	116,182	SF	\$ 116,182.00
	NS SIGNING	N/A	1	LS	\$ 245,000.00
52002	NS TRAFFIC SIGNALIZATION & ITS	N/A	1	LS	\$ 1,452,300.00
	NS LIGHTING	N/A	1	LS	\$ 310,000.00
	NS PAVEMENT MARKING	N/A	1	LS	\$ 125,000.00
	NS LANDSCAPING	N/A	1	LS	\$ 86,000.00

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-Regular Excavation, etc...).

MONTHLY PAYMENT SCHEDULE

Period Ending (Month)	Projected Monthly Total	Projected Cumulative Total
Jun-22	\$ 1,229,360	\$ 1,229,360
Jul-22	\$ 4,268,630	\$ 5,497,990
Aug-22	\$ 1,453,127	\$ 6,951,117
Sep-22	\$ 1,482,167	\$ 8,433,284
Oct-22	\$ 1,453,127	\$ 9,886,410
Nov-22	\$ 1,453,127	\$ 11,339,537
Dec-22	\$ 1,104,327	\$ 12,443,864
Jan-23	\$ 1,118,847	\$ 13,562,711
Feb-23	\$ 1,118,847	\$ 14,681,558
Mar-23	\$ 1,118,847	\$ 15,800,405
Apr-23	\$ 4,381,043	\$ 20,181,448
May-23	\$ 4,040,600	\$ 24,222,048
Jun-23	\$ 2,013,687	\$ 26,235,734
Jul-23	\$ 1,954,497	\$ 28,190,231
Aug-23	\$ 1,775,526	\$ 29,965,757
Sep-23	\$ 1,481,481	\$ 31,447,238
Oct-23	\$ 1,698,290	\$ 33,145,528
Nov-23	\$ 1,060,459	\$ 34,205,987
Dec-23	\$ 995,785	\$ 35,201,771
Jan-24	\$ 260,502	\$ 35,462,273
Feb-24	\$ 84,764	\$ 35,547,037
Mar-24	\$ 112,504	\$ 35,659,542
Apr-24	\$ 1,533,204	\$ 37,192,746
May-24	\$ 1,332,084	\$ 38,524,830
Jun-24	\$ 2,160,528	\$ 40,685,359
Jul-24	\$ 2,274,781	\$ 42,960,140
Aug-24	\$ 2,409,232	\$ 45,369,372
Sep-24	\$ 1,598,868	\$ 46,968,240
Oct-24	\$ 1,898,539	\$ 48,866,779
Nov-24	\$ 1,024,044	\$ 49,890,823
Dec-24	\$ 1,104,039	\$ 50,994,862
Jan-25	\$ 710,258	\$ 51,705,120
Feb-25	\$ 825,336	\$ 52,530,456
Mar-25	\$ 1,775,317	\$ 54,305,774
Apr-25	\$ 1,480,267	\$ 55,786,041
May-25	\$ 513,308	\$ 56,299,349
Jun-25	\$ 600,177	\$ 56,899,526
Jul-25	\$ 570,938	\$ 57,470,464
Aug-25	\$ 577,959	\$ 58,048,423
Sep-25	\$ 634,270	\$ 58,682,693

Route 29 Widening Phase II

April 12, 2022

Fairfax County, Virginia

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

Contract ID # C00110329DB113

Period Ending (Month)	Projected Monthly Total	Projected Cumulative Total
Oct-25	\$ 731,215	\$ 59,413,908
Nov-25	\$ 624,808	\$ 60,038,716
Dec-25	\$ 990,569	\$ 61,029,285
Jan-26	\$ 749,557	\$ 61,778,842
Feb-26	\$ 1,035,153	\$ 62,813,995
Mar-26	\$ 1,673,630	\$ 64,487,625
Apr-26	\$ 1,154,095	\$ 65,641,720
May-26	\$ 2,209,659	\$ 67,851,379
Jun-26	\$ 1,754,184	\$ 69,605,563
Jul-26	\$ 1,016,178	\$ 70,621,741
Aug-26	\$ 55,037	\$ 70,676,777

**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 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 Tons BM-25.0A x 5.2% x \$45.00/Ton = + \$23,400.00 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)		
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

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: <http://www.virginiadot.org/business/const/resource.asp>. 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.

I elect to use this provision

I elect not to use this provision

Date: 4-12-2022

Signature: 

Design-builder: Allan Myers VA, Inc.

Vendor No.: G303

**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.

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.

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:

$$A = B \times P \times Q$$

- 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

$$B = \$0.2816$$

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

$$Q = 450,000 \text{ lb.}$$

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

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

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:

$$A = B \times P \times Q$$

- 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

$$B = \$0.2816$$

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

$$Q = 450,000 \text{ lb.}$$

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

$$A = \$3,801.60 \text{ credit to Department}$$

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 ENCASUREMENT 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

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

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: 4/12/2022

Signature: 

Design-Builder: Allan Myers VA, Inc.

Vendor No.: G303

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY**

KNOW ALL MEN BY THESE PRESENTS, THAT WE ALLAN MYERS VA, INC. As principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND & ZURICH AMERICAN INSURANCE COMPANY 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 12th Day of April, 20 22

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

PROJECT NUMBER: **0029-029-350, P101, R201, C501, D612**
Route 29 Widening Phase II
Fairfax County, Virginia

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.

ALLAN MYERS VA, INC.
(Principal*)
By: [Signature]
(Officer, Partner or Owner) (Seal)
Aaron T. Myers, Executive Vice President - Operations

(Principal*)

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

(Principal*)

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety Company)
By: [Signature]
Melissa J. Hinde, (Attorney-in-Fact**) (Seal)
Attorney-in-Fact
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(Address)

By: ZURICH AMERICAN INSURANCE COMPANY
(Surety Company)
[Signature]
Melissa J. Hinde, (Attorney-in-Fact**) (Seal)
Attorney-in-Fact
By: 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Harry C. ROSENBERG, Elizabeth P. CERVINI, David C. ROSENBERG, Matthew J. ROSENBERG, Denise M. BRUNO, Julia R. BURNET, Joyce M. HOUGHTON, Jonathan F. BLACK, David A. JOHNSON, Stephanie S. HELMIG, Melissa J. HINDE, James M. DISCIULLO, John E. ROSENBERG of Wayne, Pennsylvania, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of May, A.D. 2021.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of May, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of April, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

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

FHWA: NHPP-5A01(917)

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 Henrico, VIRGINIA, this 12th day of April, 20 22
County (City), STATE

Allan Myers VA, Inc. By: [Signature] EXECUTIVE VICE PRESIDENT
(Name of Firm) (Signature) Title (print)

STATE of VIRGINIA COUNTY (CITY) of Henrico

To-wit:

I Madelyn Ruth Treadwell, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Aaron T. Myers

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 12th day of April, 20 22
Madelyn Ruth Treadwell My Commission expires October 31, 2025
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: 0029-029-350, P101, R201, C501, D612

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).

NAME	Location of Principal Office
<u>VTCA</u>	<u>620 Moorefield Park Dr, Ste 120 Richmond, VA</u>
<u>HCUHCA</u>	<u>5911 Harbour View Blvd, Ste 220 Suffolk, VA</u>
<u>HCCA</u>	<u>9251 Industrial Ct Manassas, VA</u>

2. I (we) have , 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 , 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.:

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 Henrico, VIRGINIA, this 12 day of April, 20 22
County (City), STATE

Allan Myers VA, Inc.
(Name of Firm)
STATE of VIRGINIA

By: [Signature] EXECUTIVE VICE PRESIDENT
(Signature) Title (print)
COUNTY (CITY) of Henrico

To-wit:

I Madelyn Ruth Treadwell, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Aaron T. Myers

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 12th day of April, 20 22
Madelyn Ruth Treadwell My Commission expires October 31, 2025
Notary Public

