

Original

FEBRUARY 15, 2023

Price Proposal

I-81 WIDENING

MM 221 to MM 225

Augusta County, Virginia

State Project No.: 0081-007-013, B638, B639, B640,
B641, B642, C501, D602, D603, P101, R201

Federal Project No.: NHPP-081-2(329)

Contract ID Number: C00116269DB116



in association with WSP USA Inc.



14500 Avion Parkway, Suite 200
Chantilly, VA 20151

February 15, 2023

Commonwealth of Virginia
Department of Transportation (VDOT)
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Joseph A. Clarke, PE, DBIA (APD Division)

RE: I-81 Widening MM 221 to MM 225
State Project No.: 0081-007-013, B638, B639, B640, B641, B642, C501, D602,
D603, P101, R201
Federal Project No.: NHPP-081-2(329)
Contract ID Number: C00116269DB116

Dear Mr. Clarke:

The **Lane Construction Corporation (Lane)** is pleased to submit our Price Proposal for the above referenced Design-Build project with the Virginia Department of Transportation (VDOT). Our response contains all information requested in the RFP dated October 19, 2022 and Addenda 1-5.

The Lane Team appreciates the opportunity to propose on this critically important project. We look forward to partnering with VDOT to make the I-81 Widening MM 221 to 225 project a landmark success for the citizens of Virginia.

Respectfully,

A handwritten signature in blue ink, appearing to read "D. Rankin", written in a cursive style.

David Rankin
Chief Operating Officer
The Lane Construction Corporation

ATTACHMENT 3.6**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

RFP NO. C00116269DB116
 PROJECT NO.: 0081-007-013

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 – October 19, 2022
(Date)
2. Cover letter of Addendum No. 1 – November 8, 2022
(Date)
3. Cover letter of Addendum No. 2 – November 22, 2022
(Date)
4. Cover letter of Addendum No. 3 – December 20, 2022
(Date)
5. Cover letter of Addendum No. 4 – January 13, 2023
(Date)
6. Cover letter of Addendum No. 5 – February 3, 2023
(Date)



 SIGNATURE

2-15-2023

 DATE

David Rankin

 PRINTED NAME

Chief Operating Officer

 TITLE

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: I-81 WIDENING MM 221 to MM 225
Contract ID Number: C00116269DB116**

➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Part 1, Attachment 4.8.1)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.8.2, 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 4.8.3**
 - 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 4.8.6(a) and 4.8.6(b))**
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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	\$ 14,788,000.00
Construction Services (exclude QA/QC), LS	\$ 111,461,000.00
Quality Assurance (QA) (Construction), LS	\$ 4,800,000.00
Quality Control (QC) (Construction), LS	\$ 3,850,000.00

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): One hundred thirty-four million eight hundred ninety-nine thousand dollars and zero cents (\$134,899,000.00)

Signature: 

Date: 2-15-2023

Design-Builder: The Lane Construction Corporation

Vendor No.: L002

Attachment 4.7.2
State Project 0081-007-013

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: 2/15/2023

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
00100	MOBILIZATION		1.00	LS	\$ 6,690,000.00
85130	BONDS		1.00	LS	\$ 1,255,000.00
85140*	INSURANCE		1.00	LS	\$ 1,915,353.00
00011*	PROJECT STAFF MANAGEMENT		1.00	LS	\$ 13,230,000.00
00109*	SCOPE VALIDATION		1.00	LS	\$ 150,000.00
00101	CONSTRUCTION SURVEYING		41.00	MO	\$ 1,681,000.00
25593	QUALITY ASSURANCE		1.00	LS	\$ 4,800,000.00
25593	QUALITY CONTROL		1.00	LS	\$ 3,850,000.00
00104	DESIGN SERVICES		1.00	LS	\$ 14,788,000.00
28551*	ENVIRONMENTAL MITIGATION		1.00	LS	\$ 1,200,000.00
49013	UTILITY RELOCATION		1.00	LS	\$ 128,000.00
24330	INCIDENT MANAGEMENT PLAN		1.00	LS	\$ 225,000.00
00109	UTILITY LOCATING (TEST PITS)		18.00	EA	\$ 27,000.00
00111	CLEARING AND GRUBBING		5.40	ACRE	\$ 237,600.00
00120	REGULAR EXCAVATION	fuel	247,139.00	CY	\$ 9,391,282.00
00128	UNDERCUT UNSUITABLE SUBGRADE	fuel	5,814.00	CY	\$ 186,048.00
00270	REPL SUBGRADE U' CUT WITH SELECT TY1 FILL		11,745.00	TN	\$ 516,780.00
00212	MINOR STR. EXCAV. BOX CULVERT	fuel	2,797.00	CY	\$ 106,286.00
00580	UNDERDRAIN UD-1		37,248.00	LF	\$ 1,787,904.00
00592	CROSSDRAIN CD-1&2		722.00	LF	\$ 27,436.00
00595	OUTLET PIPE		847.00	LF	\$ 35,574.00
00596	EW-12		46.00	EA	\$ 48,300.00
00700	POST INSTALLATION INSPECTION		43,855.00	LF	\$ 153,492.50
00522	CONCRETE CLASS A4 BOX CULVERT	fuel	283.10	CY	\$ 849,300.00
00540	REINF. STEEL	steel	2,600.00	LB	\$ 33,800.00
00525	CONCRETE CLASS A3 MISC	fuel	39.60	CY	\$ 165,330.00
01152	15" CONC. PIPE		521.00	LF	\$ 104,200.00
01154	15" CORRUGATED D METAL PIPE		756.00	LF	\$ 128,520.00
01182	18" CONC. PIPE		772.00	LF	\$ 193,000.00
01242	24" CONC. PIPE		1,146.00	LF	\$ 320,880.00
01244	24" CORRUGATED D METAL PIPE		90.00	LF	\$ 24,300.00
01247	PIPE LINER, 24"		72.00	LF	\$ 46,800.00
01302	30" CONC. PIPE		173.00	LF	\$ 60,550.00
01301	JACKED & BORED 30" PIPE		109.00	LF	\$ 392,400.00
01422	42" CONC. PIPE		526.00	LF	\$ 223,550.00
01482	48" CONC. PIPE		873.00	LF	\$ 523,800.00
02110	NS DRAINAGE JUNCTION BOX, CUSTOM	steel	1.00	EA	\$ 315,000.00
02110	NS DRAINAGE HYDRODYNAMIC SEPARATOR		2.00	EA	\$ 70,000.00
06150	15" END SECTION, ES-1 OR 2		12.00	EA	\$ 28,800.00
06240	24" END SECTION, ES-1 OR 2		3.00	EA	\$ 8,550.00
07506	DROP INLET DI-5		5.00	EA	\$ 65,000.00
07508	DROP INLET DI-7		7.00	EA	\$ 112,000.00
08185*	DROP INLET DI-10		3.00	EA	\$ 60,000.00
08962	DROP INLET DI-13		19.00	EA	\$ 320,150.00

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
09056	MANHOLE MH-1 OR 2		324.00	LF	\$ 453,600.00
09057	FRAME & COVER MH-1		29.00	EA	\$ 34,800.00
09126	ENERGY DISSIPATOR EG-1A		4.00	EA	\$ 38,800.00
14101*	REM EXIST PIPE END WALLS-ALL SIZES, TYPES		6.00	EA	\$ 14,010.00
14102*	REM EXIST DRAINAGE PIPE-ALL SIZES, TYPES		236.00	LF	\$ 21,948.00
14103*	CLEAN EXISTING & NEW STORM PIPES-ALL SIZES		8,413.00	LF	\$ 88,336.50
14102*	ABANDON EXISTING STORM PIPES-ALL SIZES		405.00	LF	\$ 54,675.00
09150	EROS CTRL STONE CL I EC-1	fuel	325.00	TN	\$ 68,250.00
09185	PAVED DITCH PG-2A		1,206.00	SY	\$ 144,720.00
10103	AGGR. MATL. NO. 25 OR 26	fuel	896.00	TN	\$ 40,320.00
10035	NS CEM. STAB. 12" DEPTH (5% CEMENT)	fuel	2,706.00	TON	\$ 202,950.00
10100	AGG BASE MATL, TYI, NO. 21B	fuel	350.00	TN	\$ 15,750.00
10416	PRIME COAT	fuel & asphalt	9,210.00	GAL	\$ 20,262.00
10610	ASPHALT CONCRETE IM-19.0A	fuel & asphalt	7,961.00	TN	\$ 1,162,306.00
10628	FLEXIBLE PAVE. PLANING 0" - 2"	fuel	156,343.00	SY	\$ 625,372.00
10630	FLEX PAVEMENT PLANING ABOVE 4"	fuel	3,597.00	SY	\$ 47,480.40
10607	ASPHALT CONCRETE SM-12.5A	fuel & asphalt	4,915.00	TN	\$ 737,250.00
10642	ASPHALT CONCRETE BM-25.0A	fuel & asphalt	19,755.00	TN	\$ 2,291,580.00
10643	ASPHALT CONCRETE BM-25.0D	fuel & asphalt	20,271.00	TN	\$ 2,290,623.00
10653	STONE MATRIX ASPHALT SMA-12.5	fuel & asphalt	23,803.00	TN	\$ 4,284,540.00
10655	STONE MATRIX ASPHALT SMA-19.0	fuel & asphalt	21,885.00	TN	\$ 3,435,945.00
10700	RUMBLE STRIP, ASPHALT		54,619.00	LF	\$ 57,349.95
10701	LIQUID ASPHALT RUMBLE STRIP COATING	asphalt	8,092.00	SY	\$ 20,230.00
10771	PLAIN HYDR. CEM.CONC. PAVE. 7"	fuel	787.00	SY	\$ 124,346.00
11070	NS SAW-CUT ASPH CONC, 12"		39,831.00	LF	\$ 75,678.90
12020	STD. CURB CG-2		2,621.00	LF	\$ 81,251.00
13212	ROW MONUMENT, RM-2		40.00	EA	\$ 19,200.00
13280	GR-MGS1		29,983.00	LF	\$ 929,473.00
13282	GR-MGS1, 9' POST		2,102.00	LF	\$ 84,080.00
13286	GR-MGS2		37.00	EA	\$ 130,166.00
13287	GR-MGS3		26.00	EA	\$ 47,268.00
13288	GR-MGS4		45.00	EA	\$ 43,290.00
13392	FIXED OBJECT ATTACH. GR-FOA-2, TY I		28.00	EA	\$ 90,300.00
13393	FIXED OBJECT ATTACH. GR-FOA-2, TY II		23.00	EA	\$ 16,215.00
13462	MB-7F		305.00	LF	\$ 50,020.00
65710	PIER PROTECTION SYSTEM, 54"		2,115.00	LF	\$ 1,692,000.00
13480	CABLE BARRICADE CR-1		5.00	EA	\$ 9,975.00
13495	TRAF. BARR. SER. CONC. SGL FC PAR.MB-10A		3,200.00	LF	\$ 230,400.00
13496	TRAF. BARR. SER. CONC. DBL FC PAR.MB-11A		5,600.00	LF	\$ 252,000.00
13604	IMPACT ATTEN. SERVICE (MOT)		23.00	EA	\$ 136,160.00
16544	NS FULL DEPTH RECLAMATION (5% CEMENT)		89,710.00	SY	\$ 1,973,620.00
22511	FENCE FE-W2		968.00	LF	\$ 9,680.00
22541	LINE BRACE UNIT FE-W2		10.00	EA	\$ 3,660.00
22581	CORNER BRACE UNIT FE-W2		10.00	EA	\$ 3,660.00
24100	ALLAYING DUST		26.00	MO	\$ 1,085,500.00
23560	TEMP. SAFETY FENCE 4'		1,500.00	LF	\$ 10,500.00
24152	TYPE III BARRICADE 8'		6.00	EA	\$ 3,000.00
24160	CONSTRUCTION SIGNS		1,952.00	SF	\$ 107,360.00
24290	TRAFFIC BARRIER SER. CONC. MB-7D PC		50,665.00	LF	\$ 1,671,945.00
24278	GROUP 2 CHANNELIZING DEVICES		511.00	EA	\$ 80,738.00
24279	PORT.CHANGEABLE MESS. SIGN		10.00	EA	\$ 320,000.00
24333*	NS MEDIAN ACCESS SIGNAGE & DETECTION		4.00	LOC	\$ 116,000.00
24273*	NS WRECKER SERVICE		232.00	HR	\$ 58,000.00

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
24370*	PORT. CCTV		2.00	EA	\$ 82,000.00
24371*	TIME-LAPSE AND VIDEO MONITOR SYS		3.00	EA	\$ 242,700.00
24372*	QUARTERLY AERIAL FOOTAGE		11.00	EA	\$ 16,500.00
24282	FLAGGER SERVICE		400.00	HR	\$ 50,000.00
24370*	MOT CREW		45.00	MO	\$ 3,532,500.00
24201*	TEMP MOT PAVING, SHOULDERS	fuel & asphalt	19,917.00	SY	\$ 1,892,115.00
24201*	TEMP MOT PAVING, RUMBLE STRIP RMVL	fuel & asphalt	1,300.00	SY	\$ 184,600.00
24201*	TEMP MOT PAVING, MEDIAN ACCESS	fuel & asphalt	10,899.00	SY	\$ 501,354.00
24430	DEMOLITION OF PAVEMENT (FLEXIBLE)	fuel	16,983.00	SY	\$ 356,643.00
24600	REMOVE EXISTING GUARDRAIL		35,738.00	LF	\$ 200,132.80
24700*	REMOVE EXISTING CONC BARRIER		665.00	LF	\$ 51,870.00
25505	FIELD OFFICE		53.00	MO	\$ 490,250.00
25565	PROGRESS SCHEDULE BASELINE		1.00	LS	\$ 15,000.00
25567	PROGRESS SCHEDULE UPDATES		41.00	EA	\$ 20,500.00
26127	DRY RIPRAP CL.I 26"	fuel	232.00	TN	\$ 44,080.00
27022	TOPSOIL		14,964.00	CY	\$ 1,361,724.00
27102	REGULAR SEED		8,108.00	LB	\$ 85,944.80
27102*	NS RIPARIAN SEED MIX		6.00	LB	\$ 600.00
27103	OVERSEEDING		2,677.00	LB	\$ 20,612.90
27216	FERTILIZER (10-10-10)		9.00	TN	\$ 13,995.00
27250	LIME		76.00	TN	\$ 16,340.00
27288	EROSION CONTROL MULCH		44.00	AC	\$ 72,380.00
27317*	ROLLED EROSION CTRL PRODUCT EC-2		28,048.00	SY	\$ 74,327.20
27324*	ROLLED EROSION CTRL PRODUCT EC-3		5,610.00	SY	\$ 53,519.40
27334	TEMP.VEH.WATERCOURSE CROSSING EC-14		40.00	LF	\$ 38,000.00
27410	CHECK DAM, ROCK TY. I		75.00	EA	\$ 150,000.00
27421*	CHECK DAM, TEMPORARY EC-16		200.00	EA	\$ 172,000.00
27421*	CHECK DAM, CONCRETE		8.00	EA	\$ 5,000.00
27422	DEWATERING BASIN EC-8		30.00	EA	\$ 36,000.00
27451	INLET PROTECTION, TYPE A		40.00	EA	\$ 19,200.00
27461	INLET PROTECTION, TYPE B		22.00	EA	\$ 9,020.00
27470*	E&S AND MISC LABOR CREW		41.00	MO	\$ 1,763,000.00
27471*	CONSTRUCTION ENTRANCE		10.00	EA	\$ 75,000.00
27472*	TEMPORARY SEEDING		44.00	AC	\$ 154,000.00
27505	TEMP. SILT FENCE TYPE A		37,400.00	LF	\$ 150,722.00
27504	TEMP. SILT FENCE TYPE B		3,400.00	LF	\$ 39,644.00
27580	TEMP SEDIMENT TRAP EXCAVATION		7,400.00	CY	\$ 155,400.00
27531*	NS STREAM RELOCATION		200.00	LF	\$ 60,000.00
27550	STORMWATER MAN.DRAIN.STR.SWM-1		47.00	LF	\$ 117,500.00
27580	TEMP. SEDIMENT BASIN EXCAVATION	fuel	5,210.00	CY	\$ 151,090.00
27540*	BIORETENTION POND		4.00	EA	\$ 600,000.00
39000*	LANDSCAPING REQUIREMENTS		1.00	LS	\$ 200,000.00
50108	SIGN PANEL (GRD MNT)		4,300.00	SF	\$ 313,900.00
50109	SIGN PANEL (OH)		5,350.00	SF	\$ 508,250.00
50310	NS REMOVE EXIST. OVERHEAD SIGN STRUCTURE		6.00	EA	\$ 120,090.00
50381*	NS SIGN STRUCTURE, OH SPAN 70'-79'		4.00	EA	\$ 615,600.00
50381*	NS SIGN STRUCTURE, OH SPAN 90'-99'		3.00	EA	\$ 579,000.00
50382*	NS SIGN STRUCTURE, OH CANT. 30'-50'		5.00	EA	\$ 595,000.00
50402	VIA SIGN POST, S3 X 5.7		362.00	LF	\$ 70,590.00
50404	VIA SIGN POST, W4 X 13		205.00	LF	\$ 38,950.00
50406	VIA SIGN POST, W6 X 12		32.00	LF	\$ 5,536.00
50410	VIA SIGN POST, W10 X 12		66.00	LF	\$ 12,870.00
50415	VIA SIGN POST, W14 X 26		420.00	LF	\$ 91,140.00

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
50422	VIA SIGN POST, W12 X 22		362.00	LF	\$ 100,636.00
50424	VIA SIGN POST, W16 X 40		200.00	LF	\$ 72,400.00
50500	CONC. SIGN FOUND., SSP-V A 1' DIA. X 3' DEPTH		26.00	EA	\$ 41,990.00
50502	CONC. SIGN FOUND., SSP-V A 1'9" DIA. X 4'6" DEPTH		14.00	EA	\$ 30,800.00
50503	CONC. FOUND., SSP-V A 2'6" DIA. X 6' DEPTH		2.00	EA	\$ 4,120.00
50506	CONC. SIGN FOUND., SSP-VI A 2'3" DIA. X 4'6" DEPTH		2.00	EA	\$ 4,230.00
50528	CONC. SIGN FOUND., SSP-VI A 3'0" DIA. X 7' DEPTH		8.00	EA	\$ 19,120.00
50544	CONC. SIGN FOUND., SSP-VI A 3'6" DIA. X 9' DEPTH		4.00	EA	\$ 10,560.00
50568	CONC. SIGN FOUND., SSP-VI A 4' DIA. X 12' DEPTH		10.00	EA	\$ 37,800.00
50575	CONC.FOUND.O/H SIGN STRUCTURE		380.00	CY	\$ 391,400.00
50900*	MILEPOST MARKER		80.00	EA	\$ 30,000.00
56205*	TEST BORES O/H SIGNS		17.00	EA	\$ 75,650.00
54076	TY.B CL.VI PVMT LINE MRKG 6"		110,067.00	LF	\$ 660,402.00
54077	TY.B CL.VI PVMT LINE MRKG 8"		10,500.00	LF	\$ 88,200.00
54078	TY.B CL.VI PVMT LINE MRKG 12"		15,780.00	LF	\$ 155,433.00
54042	TY.B CL.I PAVE. LINE MARK. 24"		2,584.00	LF	\$ 43,928.00
54080	TY.B CL.VI CONTRAST PVMT MRKG, 6"		3,538.00	LF	\$ 24,412.20
54574	PVMT.SYMB MRKG SGL TURN ARR. TY B CL I		2.00	EA	\$ 290.00
54589	SYMB MRKG LANE REDUCTION ARR TY B CL I		3.00	EA	\$ 1,740.00
54219	INLAID PAVEMENT MARKER ASPHALT		949.00	EA	\$ 42,705.00
54220	INLAID PAVEMENT MARKER CONCRETE		50.00	EA	\$ 2,350.00
54240	TEMP. PAVE. MARKER 1 WAY		781.00	EA	\$ 6,794.70
54105	ERADICATE EX. LINEAR PVMT MRKG		173,343.00	LF	\$ 156,008.70
54428*	TEMP. PVMT MRKG, TY B, CL I, 4"		7,689.00	LF	\$ 7,689.00
54430*	TEMP. PVMT MRKG, TY B, CL I, 6"		121,488.00	LF	\$ 164,008.80
54432*	TEMP. PVMT MRKG, TY B, CL I, 8"		23,067.00	LF	\$ 47,287.35
54436*	TEMP. PVMT MRKG, TY B, CL I, 12"		1,538.00	LF	\$ 4,460.20
54457	TEMP.PVMT SYMB MKG SNGL TURN ARROW TY A		4.00	EA	\$ 396.00
57032*	ROADWAY WEATHER INFO SYS (RWIS) ASSEMBLY		1.00	EA	\$ 5,290.00
57032*	SOLAR POWER ASSEMBLY RWIS		1.00	EA	\$ 5,000.00
57032*	REMOVE EXISTING RWIS AND ASSEMBLY		1.00	EA	\$ 3,175.00
57032*	RWIS PAVEMENT SENSOR		1.00	EA	\$ 1,060.00
55580*	REMOVE JUNCTION BOX		1.00	EA	\$ 2,470.00
55586	JUNCTION BOX JB-S1		10.00	EA	\$ 30,700.00
57350*	ITS CONDUIT METAL 1.5"		305.00	LF	\$ 5,185.00
57361	ITS CONDUIT HDPE 2"		3,282.00	LF	\$ 82,050.00
57351	BORED ITS CONDUIT HDPE 2"		200.00	LF	\$ 7,600.00
57032*	PAVEMENT SENSOR CABLE		1,100.00	LF	\$ 9,680.00
57210	SPLICE ENCLOSURE		2.00	EA	\$ 1,060.00
57032*	INTEGRATION OF RWIS AND CCTV INTO VDOT TMS		1.00	LS	\$ 21,160.00
56205*	TEST BORE ITS		2.00	EA	\$ 8,670.00
56200	TRENCH EXCAVATION, ECI-1 ITS		6,032.00	LF	\$ 193,024.00
55060	6 CONDUCTOR CABLE		2,820.00	LF	\$ 8,460.00
55100	10 CONDUCTOR CABLE		8,460.00	LF	\$ 21,573.00
55200*	12 SMFO		600.00	LF	\$ 4,950.00
57065*	CCTV CAMERA DIGITAL		1.00	EA	\$ 9,575.00
57093	CCTV CAMERA POLE 60' W/LOWERING DEVICE		1.00	EA	\$ 51,200.00
57050	UNINTERRUPTIBLE POWER SUPPLY ITS-CC		1.00	EA	\$ 8,480.00
57010*	NEMA 4 CABINET		1.00	EA	\$ 11,380.00
60411	CONC. CLASS A4 MOD. LTWT LOW SHRINKAGE	fuel	2,180.00	CY	\$ 4,360,000.00
60450	CONC. CL. A4 BRIDGE APPR. SLAB	fuel	313.00	CY	\$ 258,225.00
60452	REINF. STEEL BRIDGE APPR. SLAB (CRR CLI)	steel	57,905.00	LB	\$ 301,106.00
60490	BRIDGE DECK GROOVING		7,063.00	SY	\$ 63,567.00

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
61335	PREST. CONC. I BEAM, TYPE III - (+65'TO 70')		12.00	EA	\$ 540,000.00
61336	PREST. CONC. I BEAM, TYPE III - (+70'TO 75')		9.00	EA	\$ 441,000.00
61822	STR. STEEL ROLLED BEAM ASTM A709 GR. 50W	steel	267,300.00	LB	\$ 1,202,850.00
61980	BEARING DEVICE FOR STEEL BEAMS		54.00	EA	\$ 139,050.00
68907	NS BR. SUPERSTR. WID./REPAIR - INTERMEDIATE DIAPHR		10,418.00	LB	\$ 119,807.00
62012*	NS CONCRETE PARAPET, 42"	steel	2,070.00	LF	\$ 1,159,200.00
62013*	NS CONCRETE PARAPET, 54"	steel	73.00	LF	\$ 47,450.00
64011	STRUCTURE EXCAVATION	fuel	8,582.00	CY	\$ 798,126.00
64015	SELECT BACKFILL (ABUTMENT ZONE)		6,036.00	TN	\$ 223,332.00
00305	NS SELECT MATERIAL (GLASS FOAM AGGR)		4,803.00	CY	\$ 912,570.00
00156	NS GEOGRID		3,178.00	SY	\$ 38,136.00
64032	GEOCOMPOSITE WALL DRAIN		299.00	SY	\$ 16,146.00
64036	PIPE UNDERDRAIN 6"		897.00	LF	\$ 54,717.00
65013	CONCRETE CLASS A3	fuel	831.00	CY	\$ 1,246,500.00
60420	NS DRILLED SHAFT CONCRETE		80.00	CY	\$ 27,200.00
66921	NS BRIDGE SUBSTRUCTURE PERMANENT CASING (24" DIA.)		774.00	LF	\$ 116,100.00
66921	NS BRIDGE SUBSTRUCTURE STANDARD DRILLED SHAFT EXC		774.00	LF	\$ 232,200.00
66921	NS BRIDGE SUBSTRUCTURE STANDARD DRILLED SHAFT EXC	steel	120.00	LF	\$ 120,000.00
66921	NS BRIDGE SUBSTRUCTURE STANDARD DRILLED SHAFT HP12	steel	840.00	LF	\$ 159,600.00
66921	NS BRIDGE SUBSTRUCTURE STANDARD DRILLED SHAFT REIN	steel	11,800.00	LB	\$ 70,800.00
66921	NS BRIDGE SUBSTRUCTURE CROSSHOLE SONIC LOGGING (CS		8.00	EA	\$ 14,400.00
66921	NS BRIDGE SUBSTRUCTURE THERMAL INTEGRETU PROFILING		8.00	EA	\$ 24,000.00
65200	REINF.STEEL (SUBSTRUCTURE)	steel	206,285.00	LB	\$ 412,570.00
65213	CORROSION RESISTANT REINF.STEEL CL. III	steel	404,457.00	LB	\$ 2,103,176.40
68217	REINF. STEEL SPLICER (BAR SIZE #4)		3,000.00	EA	\$ 255,000.00
68218	REINF. STEEL SPLICER (BAR SIZE #5)		1,000.00	EA	\$ 97,000.00
62004	ARCHITECTURAL TREATMENT		88.00	SY	\$ 28,160.00
67910	NS NBIS ACCESS		10.00	DAY	\$ 8,600.00
60495	COVER DEPTH SURVEY		7,063.00	SY	\$ 35,315.00
69740	CONCRETE SLAB SLOPE PROTECTION 4"		533.00	SY	\$ 85,280.00
69750*	CONCRETE SLAB SLOPE PROTECTION 6"		620.00	SY	\$ 130,200.00
64050	NS TEMP SUPPORT OF EXCAVATION	steel	3,695.00	SF	\$ 591,200.00
67400	DECK DRAINAGE SYSTEM		1.00	LS	\$ 320,000.00
68900	NS REM. PORT. OF EXIST. STR. (B638/B639/B640/B641/		1.00	LS	\$ 1,896,000.00
69112	STEEL PILE HP12X74	steel	733.00	LF	\$ 293,200.00
69113	DRIVING TEST FOR HP12X74 STEEL PILE	steel	150.00	LF	\$ 96,000.00
69427	DYNAMIC PILE TEST (END BEARING)		7.00	EA	\$ 19,600.00
68590	JACKING & BLOCKING BEAM		228.00	EA	\$ 1,254,000.00
68192	REPLACE BEARING		228.00	EA	\$ 1,003,200.00
68580	BEAM END REPAIR		50.00	EA	\$ 205,000.00
68600	CONCRETE SUPERSTRUCTURE SURFACE REPAIR		5.00	SY	\$ 9,000.00
68200	ULTRASONIC IMPACT TREATMENT		102.00	EA	\$ 204,000.00
68455	RECOAT EXISTING STRUCTURE, SYSTEM B (B638/B639/B64		1.00	LS	\$ 560,600.00
68476	ENVIRONMENTAL AND WORKER PROTECTION		1.00	LS	\$ 318,000.00
68490	DISPOSAL OF MATERIAL, TYPE B		1.00	LS	\$ 16,000.00
61755	COATING OF NEW METAL ON STRUCTURES (B638/B639/B640		1.00	LS	\$ 123,000.00
68172	CRACK REPAIR, TYPE B (EPOXY INJECTION)		285.00	LF	\$ 51,300.00
69500	CONCRETE SUBSTRUCT. SURFACE REPAIR		161.00	SY	\$ 402,500.00
68406	WATERPROOFING - EPOXY RESIN TYPE EP-3B/EP-3T		15.00	SY	\$ 2,250.00
69002	EMBEDDED GALVANIC ANODE		2,814.00	EA	\$ 171,654.00
66239	DRY RIPRAP, CLASS II W/CHOKING STONE (B642 ONLY)	fuel	325.00	SY	\$ 123,500.00
70112	CAT II NF ACM		1.00	LS	\$ 23,535.30
70520	NS ENVIR. PROTECTION		1.00	LS	\$ 5,000.00

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
80010	RR TRACK PROTECTION		417.00	SY	\$ 18,765.00
00200*	NS INSTRUMENTATION		1.00	LS	\$ 325,000.00
0	0		-	0	\$ -
0	0		-	0	\$ -

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...).

4.7.3 Proposed Monthly Payment Schedule

The Lane Construction Corp		I-81 Widening MM 221 to MM 225	
		Contract ID Number: C00116269DB116	
		Proposed Monthly Payment Schedule	
		Bid Date: February 15, 2023	
Month	Year	Monthly Draw	Cumulative Draw
January	2023	\$ -	\$ -
February	2023	\$ -	\$ -
March	2023	\$ -	\$ -
April	2023	\$ 3,535,000	\$ 3,535,000
May	2023	\$ 1,392,000	\$ 4,927,000
June	2023	\$ 1,458,000	\$ 6,385,000
July	2023	\$ 1,441,000	\$ 7,826,000
August	2023	\$ 1,375,000	\$ 9,201,000
September	2023	\$ 1,375,000	\$ 10,576,000
October	2023	\$ 1,441,000	\$ 12,017,000
November	2023	\$ 1,453,000	\$ 13,470,000
December	2023	\$ 1,955,000	\$ 15,425,000
January	2024	\$ 1,614,000	\$ 17,039,000
February	2024	\$ 9,590,000	\$ 26,629,000
March	2024	\$ 4,911,000	\$ 31,540,000
April	2024	\$ 3,658,000	\$ 35,198,000
May	2024	\$ 3,241,000	\$ 38,439,000
June	2024	\$ 2,733,000	\$ 41,172,000
July	2024	\$ 4,087,000	\$ 45,259,000
August	2024	\$ 4,984,000	\$ 50,243,000
September	2024	\$ 5,463,000	\$ 55,706,000
October	2024	\$ 5,447,000	\$ 61,153,000
November	2024	\$ 4,927,000	\$ 66,080,000
December	2024	\$ 4,539,000	\$ 70,619,000
January	2025	\$ 3,783,000	\$ 74,402,000
February	2025	\$ 3,279,000	\$ 77,681,000
March	2025	\$ 4,237,000	\$ 81,918,000
April	2025	\$ 3,605,000	\$ 85,523,000
May	2025	\$ 3,510,000	\$ 89,033,000
June	2025	\$ 3,552,000	\$ 92,585,000
July	2025	\$ 2,887,000	\$ 95,472,000
August	2025	\$ 2,732,000	\$ 98,204,000
September	2025	\$ 2,503,000	\$ 100,707,000
October	2025	\$ 2,396,000	\$ 103,103,000
November	2025	\$ 1,457,000	\$ 104,560,000
December	2025	\$ 1,039,000	\$ 105,599,000
January	2026	\$ 1,348,000	\$ 106,947,000
February	2026	\$ 1,249,000	\$ 108,196,000
March	2026	\$ 1,248,000	\$ 109,444,000
April	2026	\$ 1,427,000	\$ 110,871,000
May	2026	\$ 1,237,000	\$ 112,108,000
June	2026	\$ 1,258,000	\$ 113,366,000
July	2026	\$ 1,256,000	\$ 114,622,000

The Lane Construction Corp		I-81 Widening MM 221 to MM 225	
		Contract ID Number: C00116269DB116	
		Proposed Monthly Payment Schedule	
		Bid Date: February 15, 2023	
Month	Year	Monthly Draw	Cumulative Draw
August	2026	\$ 2,868,000	\$ 117,490,000
September	2026	\$ 2,848,000	\$ 120,338,000
October	2026	\$ 2,800,000	\$ 123,138,000
November	2026	\$ 2,817,000	\$ 125,955,000
December	2026	\$ 1,563,000	\$ 127,518,000
January	2027	\$ 1,070,000	\$ 128,588,000
February	2027	\$ 1,380,000	\$ 129,968,000
March	2027	\$ 1,339,000	\$ 131,307,000
April	2027	\$ 1,558,000	\$ 132,865,000
May	2027	\$ 1,348,000	\$ 134,213,000
June	2027	\$ 686,000	\$ 134,899,000
July	2027	\$ -	\$ 134,899,000
August	2027	\$ -	\$ 134,899,000
September	2027	\$ -	\$ 134,899,000
October	2027	\$ -	\$ 134,899,000
November	2027	\$ -	\$ 134,899,000
December	2027	\$ -	\$ 134,899,000

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)

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

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)		
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: 2-15-2023

Signature: 

Design-builder: The Lane Construction Corporation

Vendor No.: L002

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 bc

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 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: 2-15-2023

Signature: 

Design-Builder: The Lane Construction Corporation

Vendor No.: L002

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE The Lane Construction Corporation As principal, and Liberty Mutual 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 15th Day of February, 20 2023

WHEREAS, the above said principal is herewith submitting its proposal for: A Design Build Project - I-81 Widening MM221 to MM225, Augusta County, VA
PROJECT NUMBER: State Project No.: 0081-007-013, B638, B639, B640, B641, B642, C501, D602, D603, P101, R201
Federal Project No.: NHPP-081-2(329)

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.

The Lane Construction Corporation
(Principal*)
By: Joseph P. Lark
(Officer, Partner or Owner) (Seal)
JOSEPH P. LARK, VICE PRESIDENT
(Principal*) THE LANE CONSTRUCTION CORP.

Liberty Mutual Insurance Company
(Surety Company)
By: Theresean E. Rowedder
(Attorney-in-Fact*) (Seal)
Theresean E. Rowedder, Attorney-in-Fact
53 State Street, Boston, MA 02117
(Address)

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

By: _____
(Surety Company)

(Principal*)

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

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

By: _____
(Address)

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

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

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

**Attach copy of Power of Attorney



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: 8207846-012022

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, Bryan Huft; Jane Gilson; Jean Correia; Nathaniel E. Jakaitis; Theresan E. Rowedder

all of the city of Boston state of MA 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 20th day of April, 2022.



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

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2022 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
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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.

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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 15th day of February, 2023.



By: Renee C. Llewellyn, Assistant Secretary



SPECIAL POWER OF ATTORNEY

KNOW ALL PEOPLE BY THESE PRESENTS, which are intended to constitute a POWER OF ATTORNEY:

That I, **Paul H. Cyril, Executive Vice President & Chief Financial Officer** of The Lane Construction Corporation, located at 90 Fieldstone Court, Cheshire, CT 06410, do hereby appoint **Joseph P. Lark** of The Lane Construction Corporation, my agent TO ACT Jointly Severally in my name, place and stead, as follows, in pursuit of the **Virginia Department of Transportation ("VDOT"), I-81 Widening MM 221 to MM 225, Augusta County, VA State Project No.: 0081-007-013, B638, B639, B640, B641, B642, C501, D602, D603, P101, R201, Federal Project No.: NHPP-081-2(329), Contract ID No.: C00116269DB116 Design-Build Project only:**

to execute the bid bond and any documents required for the submission of the bid to VDOT, on behalf of The Lane Construction Corporation, regarding the above-mentioned project.

LIMITATION ON AGENT'S AUTHORITY. The agent designated herein is provided only the authority set forth herein, and I provide him no other authority through this document.

EFFECTIVE DATE. This power of attorney is effective immediately and shall be revoked/terminated immediately upon the earlier of the following events (1) termination/revocation by me at any time; (2) completion of the tasks set forth herein by the agent; (3) termination of the employment of the agent or (4) one (1) year from the date of this power of attorney.

IN WITNESS WHEREOF, I have hereunto affixed my eSignature via DocuSign this 9th day of February 2023.

DocuSigned by:

Paul H. Cyril

5667A8E1B9D44F3...

Signature of Principal / Paul H. Cyril

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: I-81 Widening MM 221 to MM 225

FHWA: NHPP-081-2(329)

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 Fairfax County, Virginia, this 15 day of February, 20 23
County (City), STATE

The Lane Construction Corporation By: [Signature] Chief Operating Officer
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Fairfax
To-wit:

I Mary Shoemaker, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day David Rankin

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 15 day of February, 20 23
[Signature] My Commission expires 4/30/2024

Notary Public

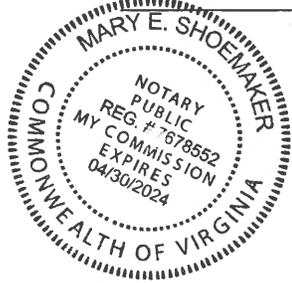
OR

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



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: I-81 Widening MM 221 to MM 225

FHWA: NHPP-081-2(329)

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>Richmond, VA</u>
<u>ARTBA</u>	<u>Washington, DC</u>
<u>AGC of America</u>	<u>Washington, DC</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 Fairfax County, Virginia, this 15 day of February, 20 23
County (City), STATE

The Lane Construction Corporation By: [Signature] Chief Operating Officer
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Fairfax

To-wit:

I Mary Shoemaker, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day David Rankin

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 15 day of February, 20 23

Mary Shoemaker My Commission expires 4/30/2024
Notary Public

