

Response to Request for Proposals

PRICE PROPOSAL

BOUNDARY CHANNEL DRIVE AT I-395 INTERCHANGE

Arlington County, Virginia

State Project No.: 6587-000-R89, P101, R201, C501

Federal Project No.: NHPP-5B01(120)

Contract ID Number: C00116394DB109

May 19, 2021

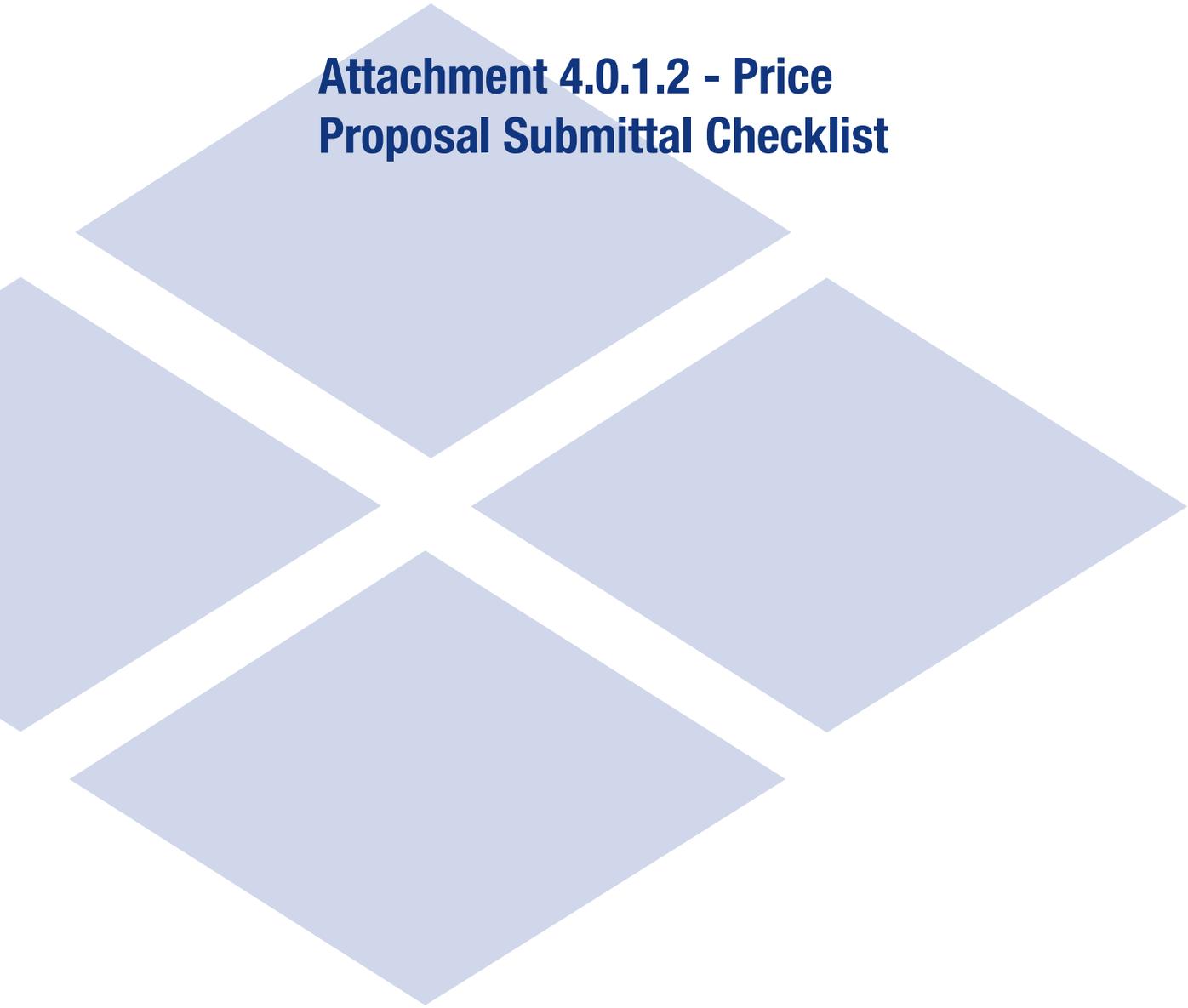


Submitted By:



In Association With:





Attachment 4.0.1.2 - Price Proposal Submittal Checklist

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: Boundary Channel Drive at I-395 Interchange
Contract ID Number: C00116394DB109**

➤ **Contents of Price Proposal:**

- Proposal Price, in both numbers and words (Part 1 Attachment 4.3.1)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.3.2, 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 4.3.3**
 - 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, C-105, Part 1 Attachments 4.3.6(a) and 4.3.6(b))**
 - Price Proposal in a single cohesive Adobe PDF file**
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Attachment 4.3.1 - Price Proposal Form

ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

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

Price Proposal Cost Breakdown Summary;

| | |
|---|------------------|
| Design Services, LS | \$ 1,900,000.00 |
| Construction Services (exclude QA/QC), LS | \$ 11,207,465.00 |
| Quality Assurance (QA) (Construction), LS | \$ 525,000.00 |
| Quality Control (QC) (Construction), LS | \$ 500,000.00 |

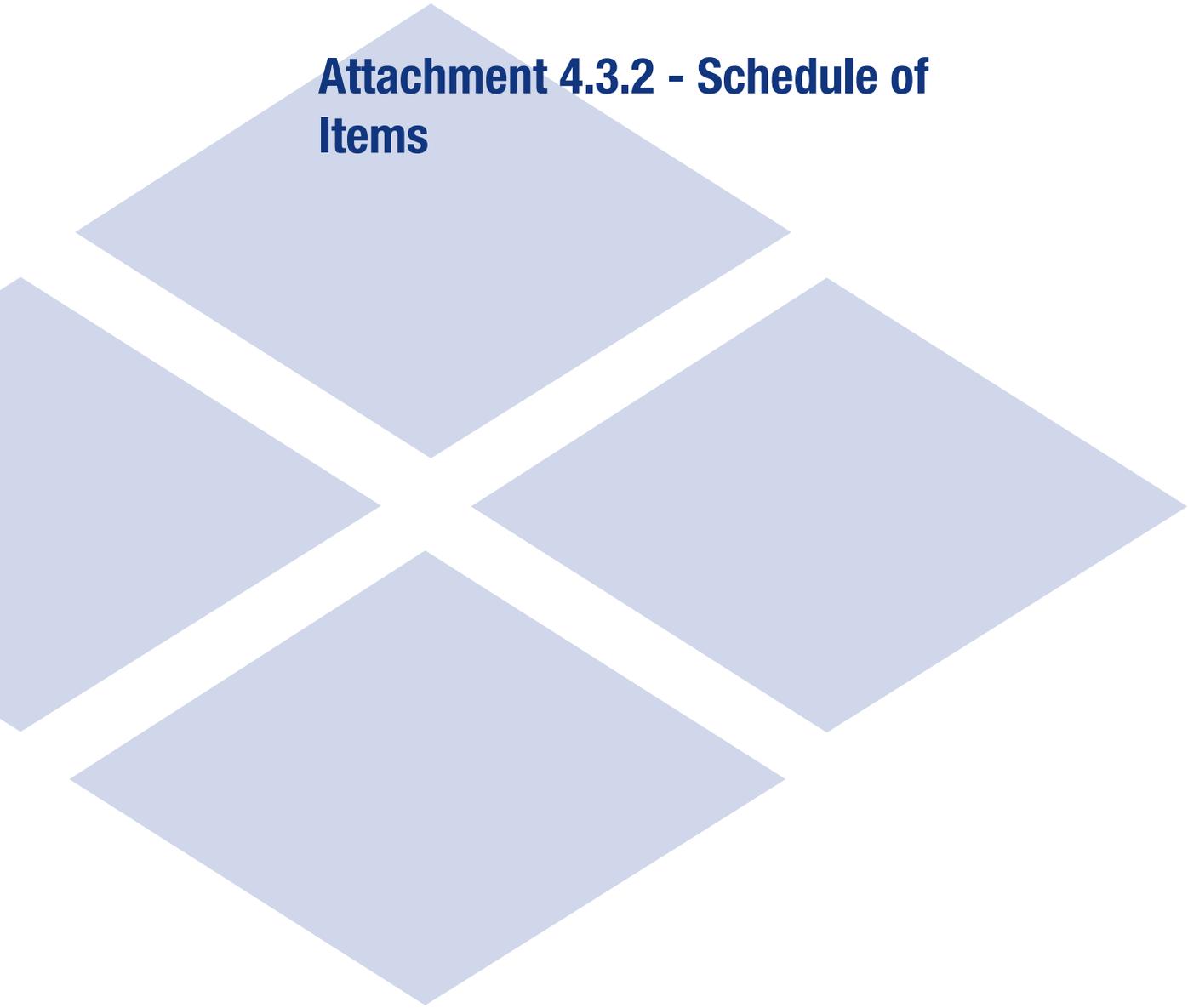
Proposal Price; (Specify the Total Lump Sum price in both numbers and words, this price shall **equal** to the total sum of the items listed above)

Lump Sum (LS): Fourteen Million One Hundred and Thirty Two Thousand Four Hundred and
Sixty Five Dollars and Zero Cents (\$ 14,132,465.00)

Signature:  Date: May 19, 2021

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018



Attachment 4.3.2 - Schedule of Items

Attachment 4.3.2
State Project 6587-000-R89

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: 5/19/2021

| VDOT Item Code ¹ | Item Description | Fuel (F) or Price (P) Adjustment | Approximate Quantity | Units ¹ | Budgeted Cost (\$) |
|-----------------------------|---|----------------------------------|----------------------|--------------------|--------------------|
| 00100 | MOBILIZATION | | 1.00 | LS | \$735,000.00 |
| 85130 | BONDS AND INSURANCE | | 1.00 | LS | \$120,000.00 |
| 00101 | CONSTRUCTION SURVEYING (CONSTR.) | | 1.00 | LS | \$155,000.00 |
| 00110 | CLEARING AND GRUBBING | | 1.00 | LS | \$125,000.00 |
| 00120 | REGULAR EXCAVATION | F | 17,785.00 | CY | \$1,120,455.00 |
| 00170 | NS SOIL MANIPULATION | F | 13,500.00 | SY | \$202,500.00 |
| 00101 | FLUSH-VIDEO INSPECT EXISTING STORM PIPE | | 950.00 | LF | \$38,000.00 |
| 00529 | FLOWABLE BACKFILL | F | 210.00 | CY | \$63,000.00 |
| 00585 | UNDERDRAIN UD-2 | | 550.00 | LF | \$44,000.00 |
| 00588 | UNDERDRAIN UD-4 | | 8,025.00 | LF | \$160,500.00 |
| 00595 | OUTLET PIPE | | 400.00 | LF | \$10,000.00 |
| 00596 | ENDWALL EW-12 | | 5.00 | EA | \$7,500.00 |
| 00700 | POST INSTALLATION INSPECTION | | 3,330.00 | LF | \$49,950.00 |
| 01156 | STORM SEWER PIPE 15" | | 1,520.00 | LF | \$174,800.00 |
| 01186 | STORM SEWER PIPE 18" | | 590.00 | LF | \$76,700.00 |
| 01246 | STORM SEWER PIPE 24" | | 640.00 | LF | \$96,000.00 |
| 01306 | STORM SEWER PIPE 30" | | 580.00 | LF | \$150,800.00 |
| 02091 | NS PIPE FIELD CONNECTION | | 12.00 | EA | \$120,000.00 |
| 06747 | DROP INLET DI-2 | | 4.00 | EA | \$46,000.00 |
| 06817 | DROP INLET DI-3 | | 27.00 | EA | \$256,500.00 |
| 07130 | DROP INLET DI-4 | | 7.00 | EA | \$112,000.00 |
| 07508 | DROP INLET DI-7 | | 6.00 | EA | \$42,000.00 |
| 09056 | MANHOLE MH-1 OR 2 | | 5.00 | EA | \$70,000.00 |
| 09149 | EROS.CONTR.STONE CL. A1 EC-1 | F | 120.00 | TON | \$12,000.00 |
| 10128 | AGGR. BASE MATL. TY. I NO. 21B | F | 16,665.00 | TON | \$749,925.00 |
| 10498 | NS PAVEMENT SAWCUT FULL DEPTH | | 3,500.00 | LF | \$28,000.00 |
| 10610 | ASPHALT CONCRETE TY. IM-19.0A | F&P | 1,765.00 | TON | \$194,150.00 |
| 10611 | ASPHALT CONCRETE TY. IM-19.0D | F&P | 100.00 | TON | \$14,000.00 |
| 10625 | FLEXIBLE PAVE.PLANING 0"-2" | | 2,000.00 | SY | \$40,000.00 |
| 10609 | ASPHALT CONCRETE TY. SM-12.5E | F&P | 200.00 | TON | \$33,000.00 |
| 10635 | ASPHALT CONCRETE TY. SM-9.5A | F&P | 630.00 | TON | \$91,350.00 |
| 10636 | ASPHALT CONCRETE TY. SM-9.5D | F&P | 1,890.00 | TON | \$217,350.00 |
| 10642 | ASPHALT CONCRETE TY. BM-25.0A | F&P | 5,705.00 | TON | \$627,550.00 |
| 16412 | ASPHALT CONCRETE TY. MOT | F&P | 1,500.00 | TON | \$225,000.00 |
| 12020 | ARL.CO C-2 STD. CURB & GUTTER | | 4,455.00 | LF | \$187,110.00 |
| 12030 | ARL.CO C-3 STD. HEADER CURB | | 2,610.00 | LF | \$83,520.00 |
| 13220 | ARL.CO STD. DRIVEWAY ENTRANCE APRON | | 40.00 | SY | \$6,000.00 |
| 12020 | STD. CURB CG-2 | | 1,500.00 | LF | \$48,000.00 |
| 12030 | STD. CURB CG-3 | | 1,125.00 | LF | \$47,250.00 |
| 12600 | STD. COMB. CURB & GUTTER CG-6 | | 960.00 | LF | \$38,400.00 |
| 13108 | CG-12 DETECTABLE WARNING SURFACE | | 170.00 | SY | \$85,000.00 |
| 13214 | NS R/W MONUMENT RM-2 | | 20.00 | EA | \$5,000.00 |

| VDOT Item Code ¹ | Item Description | Fuel (F) or Price (P) Adjustment | Approximate Quantity | Units ¹ | Budgeted Cost (\$) |
|-----------------------------|---|----------------------------------|----------------------|--------------------|------------------------|
| 13220 | HYDR. CEMENT CONC. SIDEWALK 4" | | 1,805.00 | SY | \$108,300.00 |
| 13333 | GUARDRAIL GR-MGS1 | | 650.00 | LF | \$20,800.00 |
| 13345 | GUARDRAIL GR-MGS3 | | 2.00 | EA | \$3,000.00 |
| 13288 | GUARDRAIL GR-MGS4 | | 2.00 | EA | \$2,000.00 |
| 13462 | FIXED OBJECT ATTACH. GR-FOA | | 3.00 | LF | \$12,000.00 |
| 13460 | MEDIAN BARRIER MB-7D | | 130.00 | LF | \$20,800.00 |
| 13606 | IMPACT ATTEN.(TL-2, 45 MPH MAX. DES.SP) | | 1.00 | EA | \$17,000.00 |
| 21110 | 10" CONC. TRUCK APRON - STAMPED & COLORED | | 1,100.00 | SY | \$247,500.00 |
| 21110 | MEDIAN STRIP MS-1A | | 1,150.00 | SY | \$161,000.00 |
| 21215 | MEDIAN STRIP MS-2 GRASS MEDIAN | | 1,710.00 | SY | \$25,650.00 |
| 23560 | TEMP. SAFETY FENCE 4' | | 3,500.00 | LF | \$21,000.00 |
| 24152 | TYPE III BARRICADE 8' | | 8.00 | EA | \$5,600.00 |
| 24160 | CONSTRUCTION SIGNS | | 576.00 | SF | \$46,080.00 |
| 24279 | PORT.CHANGEABLE MESS. SIGN | | 1.00 | LS | \$65,000.00 |
| 24282 | TRAFFIC CONTROL & MAINTENANCE | | 1.00 | LS | \$700,000.00 |
| 24290 | TRAFFIC BARRIER SER. CONC. | | 1,500.00 | LF | \$135,000.00 |
| 13608 | IMPACT ATTN. SERVICE TY.III | | 3.00 | EA | \$54,000.00 |
| 24430 | DEMO. OF PAVEMENT (FLEXIBLE) | | 25,300.00 | SY | \$506,000.00 |
| 24601 | NS REMOVE EXIST. GUARDRAIL ... | | 1,800.00 | LF | \$18,000.00 |
| 24801 | NS REMOVE EXIST. DROP INLET ... | | 25.00 | EA | \$30,000.00 |
| 24831 | NS ADJUST EXIST. DROP INLET ... | | 15.00 | EA | \$30,000.00 |
| 25505 | FIELD OFFICE TY.1 MODIFIED | | 1.00 | LS | \$85,000.00 |
| 25565 | PROGRESS SCHEDULE BASELINE | | 1.00 | LS | \$35,000.00 |
| 27022 | TOPSOIL RESPREAD | F | 1,200.00 | CY | \$30,000.00 |
| 27102 | SITE SEEDING AND RESTORATION | | 28,700.00 | SY | \$57,400.00 |
| 27325 | SOIL STAB. MAT EC-3 TYPE A | | 1,200.00 | SY | \$14,400.00 |
| 27410 | CHECK DAM, ROCK TY. I | | 25.00 | EA | \$16,250.00 |
| 27422 | TEMPORARY SEDIMENT BASIN/TRAP | | 6.00 | EA | \$60,000.00 |
| 27430 | SILTATION CONTROL MAINTENANCE | | 1.00 | LS | \$165,000.00 |
| 27451 | INLET PROTECTION | | 66.00 | EA | \$59,400.00 |
| 27345 | TEMP. DIVERSION DIKE | | 3,500.00 | LF | \$17,500.00 |
| 27505 | TEMP. SILT FENCE | | 7,000.00 | LF | \$56,000.00 |
| 38953 | NS LANDSCAPE | | 1.00 | LS | \$110,000.00 |
| 50108 | PROJECT SIGNAGE | | 1.00 | LS | \$175,000.00 |
| 54032 | PROJECT PAVEMENT MARKING | | 13,895.00 | SY | \$69,475.00 |
| 54100 | PROJECT TEMPORARY PAVEMENT MARKING | | 1.00 | LS | \$90,000.00 |
| 55140 | PROJECT LIGHTING | | 1.00 | LS | \$310,000.00 |
| 70000 | PROJECT WIDE DEMO. | | 1.00 | LS | \$350,000.00 |
| 40120 | WATER MAIN RELOCATION | | 1.00 | LF | \$80,000.00 |
| 42080 | SANITARY SEWER RELOCATION | | 1.00 | LS | \$10,000.00 |
| 40012 | UTILITY RELOCATION | | 1.00 | LS | \$400,000.00 |
| 70093 | DESIGN BUILD RIGHT OF WAY | | 1.00 | LS | \$80,000.00 |
| 25595 | QUALITY ASSURANCE (QA) | | 1.00 | LS | \$525,000.00 |
| 25595 | QUALITY CONTROL (QC) | | 1.00 | LS | \$500,000.00 |
| 25591 | DESIGN BUILD ENGINEERING | | 1.00 | LS | \$1,900,000.00 |
| | | | | TOTAL | \$14,132,465.00 |

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...).

4.3.3 Monthly Payment Schedule



Monthly Payment Schedule

| Period Ending (Month) | Projected Monthly Total: | Projected Cumulative Total: |
|-----------------------|--------------------------|-----------------------------|
| July 2021 | \$ 282,649 | \$ 282,649 |
| August 2021 | \$ 155,457 | \$ 438,106 |
| September 2021 | \$ 296,782 | \$ 734,888 |
| October 2021 | \$ 296,782 | \$ 1,031,670 |
| November 2021 | \$ 296,782 | \$ 1,328,452 |
| December 2021 | \$ 296,782 | \$ 1,625,233 |
| January 2022 | \$ 325,047 | \$ 1,950,280 |
| February 2022 | \$ 353,312 | \$ 2,303,592 |
| March 2022 | \$ 395,709 | \$ 2,699,301 |
| April 2022 | \$ 777,286 | \$ 3,476,586 |
| May 2022 | \$ 805,551 | \$ 4,282,137 |
| June 2022 | \$ 579,431 | \$ 4,861,568 |
| July 2022 | \$ 635,961 | \$ 5,497,529 |
| August 2022 | \$ 706,623 | \$ 6,204,152 |
| September 2022 | \$ 579,431 | \$ 6,783,583 |
| October 2022 | \$ 579,431 | \$ 7,363,014 |
| November 2022 | \$ 466,371 | \$ 7,829,386 |
| December 2022 | \$ 395,709 | \$ 8,225,095 |
| January 2023 | \$ 339,179 | \$ 8,564,274 |
| February 2023 | \$ 325,047 | \$ 8,889,320 |
| March 2023 | \$ 635,961 | \$ 9,525,281 |
| April 2023 | \$ 720,756 | \$ 10,246,037 |
| May 2023 | \$ 749,021 | \$ 10,995,058 |
| June 2023 | \$ 847,948 | \$ 11,843,006 |
| July 2023 | \$ 706,623 | \$ 12,549,629 |
| August 2023 | \$ 565,299 | \$ 13,114,928 |
| September 2023 | \$ 423,974 | \$ 13,538,901 |
| October 2023 | \$ 310,914 | \$ 13,849,816 |
| November 2023 | \$ 282,649 | \$ 14,132,465 |
| | | |
| | \$ 14,132,465.00 | |



4.3.4 Adjustments to Asphalt, Steel, and Fuel Prices

EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

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

February 23, 2021

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.

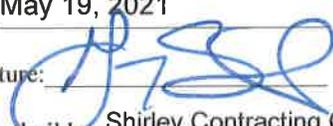
In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, 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: May 19, 2021

Signature: 

Design-builder: Shirley Contracting Company, LLC

Vendor No.: S018

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
February 24, 2021

Boundary Channel Drive at I-395 Interchange
Arlington County, Virginia
Project No. 06587-000-R89, P101, R201, C501
Contract ID # C00116394DB109

| | | | |
|-------|----------------------------------|----|-----------------|
| 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: May 19, 2021

Signature: 

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018

4.3.5 Proposal Guaranty



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

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

SIGNED, sealed and dated this 19th Day of May, 20 21

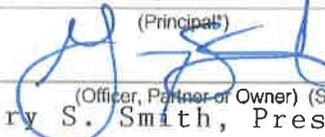
WHEREAS, the above said principal is herewith submitting its proposal for:

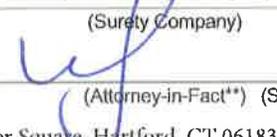
PROJECT NUMBER: C00116394DB109 - A Design-Build Project - Boundary Channel Drive at I-395 Interchange
From: 0.06 miles west of Connector Road To: Long Bridge Drive
Arlington County, Virginia

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.

Shirley Contracting Company, LLC

Travelers Casualty and Surety Company of America

By: 
(Principal*)
(Officer, Partner or Owner) (Seal)
Gregory S. Smith, President
(Principal*)

By: 
(Surety Company)
(Attorney-in-Fact**) (Seal) Karen C. Bowling
One Tower Square, Hartford, CT 06183
(Address)

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

(Principal*)

By: _____
(Surety Company)

(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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Karen C Bowling** of **COLUMBIA Maryland**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

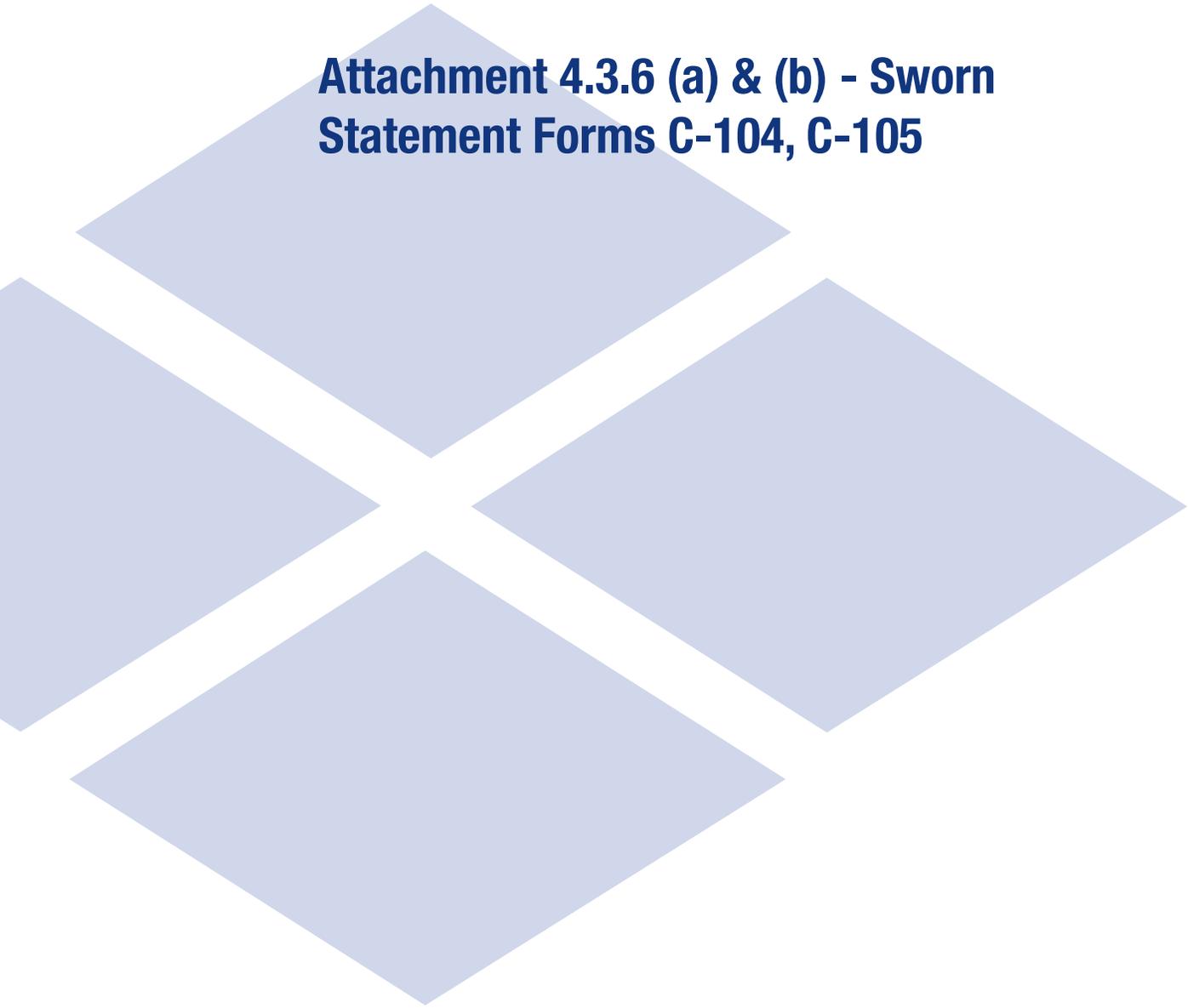
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this *19th* day of *May*, *2017*



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



**Attachment 4.3.6 (a) & (b) - Sworn
Statement Forms C-104, C-105**

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: 6587-000-R89, P101, R201, C501

FHWA: NHPP-5B01(120)

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 Lorton, VA, this 19th day of May, 20 21

County (City), STATE

Shirley Contracting Company, LLC

(Name of Firm)

By:

(Signature)

Title (print)

STATE of Virginia

COUNTY (CITY) of Fairfax

To-wit:

I Heather Seich Spence, a Notary Public in and for the State and

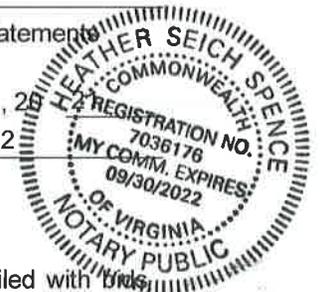
County(City) aforesaid, hereby certify that this day Daniel E. Clymore

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 19th day of May, 2021

My Commission expires 09/30/2022

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

(Name of Firm)

By:

(Signature)

Title (print)

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: 6587-000-R89, P101, R201, C501

FHWA: NHPP-5B01(120)

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>Heavy Construction Contractors Association (HCCA)</u> | <u>9251 Industrial Court, Suite 201, Manassas, VA 20109</u> |
| <u>Virginia Transportation Construction Alliance (VTCA)</u> | <u>620 Moorefield Park Drive, Suite 120, Richmond, VA 22236</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)

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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 Lorton, VA, this 19 day of May, 20 21

County (City), STATE

Shirley Contracting Company, LLC

(Name of Firm)

STATE of Virginia

By: [Signature] Vice President
(Signature) Title (print)

COUNTY (CITY) of Fairfax

To-wit:

I Heather Seich Spence, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Daniel E. Clymore

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 19th day of May, 20 21

My Commission expires 09/30/2022

[Signature]
Notary Public

