

# TRANSPORTATION IMPROVEMENTS AT HYDRAULIC ROAD AND US 29 PRICE PROPOSAL

VIRGINIA DEPARTMENT OF TRANSPORTATION

March 1, 2023



A DESIGN-BUILD PROJECT

State Project No.: 0029-M03-371, C501, P101, R201

Federal Project No.: STP-5104 (299)

Contract ID Number: C00118880DB114

**kokosing**   
CONSTRUCTION COMPANY, INC.

6235 WESTERVILLE ROAD  
WESTERVILLE, OH 43081

**ATTACHMENT 3.6****COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**RFP NO. C00118880DB114PROJECT NO.: 0029-M03-371**ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA**

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

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

1. Cover letter of RFP – November 3, 2022  
(Date)
2. Cover letter of Addendum #1 – December 6, 2022  
(Date)
3. Cover letter of Addendum #2 – December 21, 2022  
(Date)
4. Cover letter of Addendum #3- January 6, 2023  
(Date)
5. Cover letter of Addendum #4- February 23, 2023  
(Date)



\_\_\_\_\_  
SIGNATURE

3/1/23  
DATE

Gregory A. Hamilton, PE, DBIA

PRINTED NAME

Regional Sr. Vice President

TITLE

**ATTACHMENT 4.0.1.2**

**DESIGN-BUILD PRICE PROPOSAL  
CHECKLIST**

**Project Name: Transportation Improvements at Hydraulic Road and US 29  
Contract ID Number: C00118880DB114**

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➤ **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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## 4.7.1 | Cost Breakdown Summary

**ATTACHMENT 4.7.1**

**PRICE PROPOSAL FORM**

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

Price Proposal Cost Breakdown Summary;

Design Services, LS	\$ <u>3,845,000.00</u>
Construction Services (exclude QA/QC), LS	\$ <u>15,778,937.30</u>
Quality Assurance (QA) (Construction), LS	\$ <u>1,200,000.00</u>
Quality Control (QC) (Construction), LS	\$ <u>800,000.00</u>

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

Lump Sum (LS): Twenty-one million, six hundred twenty-three thousand,  
nine hundred thirty-seven dollars, thirty cents (\$ 21,623,937.30 )

Signature:  Date: 3/1/23

Design-Builder: Kokosing Construction Company, Inc.

Vendor No.: K1805

## 4.7.2 | Schedule of Items

**Attachment 4.7.2**  
**State Project 0029-M03-371**

**SCHEDULE OF ITEMS (ver. 4-15-2014)**

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

Date: 3/1/2023

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
00104	PROJECT DESIGN		1.00	LS	\$ 3,545,000.00
25591	DESIGN PRE-BID ENGINEERING		1.00	LS	\$ 300,000.00
25595	DESIGN BUILD QUALITY ASSURANCE (QA) CONSTRUCTION		1.00	LS	\$ 1,200,000.00
25593	DESIGN BUILD QUALITY CONTROL (QC) CONSTRUCTION		1.00	LS	\$ 800,000.00
00100	MOBILIZATION		1.00	LS	\$ 1,100,000.00
00101	CONSTRUCTION SURVEYING CONTROLS		1.00	LS	\$ 100,000.00
22565	PROGRESS SCHEDULE BASELINE		1.00	LS	\$ 25,000.00
22567	PROGRESS SCHEDULE UPDATES		30.00	EA	\$ 30,000.00
25508	CONTRACTOR FIELD OFFICE		1.00	LS	\$ 250,000.00
25561	FORMAL PARTNERING		1.00	DY	\$ 10,000.00
85130	BONDS & INSURANCE		1.00	LS	\$ 700,000.00
00106	MONITORING OF ADJACENT STRUCTURES		1.00	LS	\$ 5,000.00
24265	MAINTENANCE OF TRAFFIC		1.00	LS	\$ 868,800.00
54542	TYPE D CLASS III PVMT LINE MRKG 4"		3,800.00	LF	\$ 53,200.00
24279	PORTABLE CHANGEABLE MESSAGE SIGN		5.00	EA	\$ 150,000.00
54020	TYPE A CLASS I PVMT LINE MRKG 4"		15,200.00	LF	\$ 33,440.00
54022	TYPE A CLASS I PVMT LINE MRKG 6"		680.00	LF	\$ 1,700.00
38935	BUS SHELTERS		2.00	EA	\$ 52,000.00
56042	3RD PARTY UTILITY RELOCATIONS		1.00	LS	\$ 850,000.00
00110	CLEARING & GRUBBING		1.00	LS	\$ 30,000.00
00120	REGULAR EXCAVATION		1,088.00	CY	\$ 163,200.00
24420	DEMO. OF PAVEMENT RIGID		996.00	SY	\$ 39,840.00
24430	DEMO. OF PAVEMENT FLEXIBLE		7,065.00	SY	\$ 148,365.00
00120	BORROW EXCAVATION		1,233.00	CY	\$ 197,280.00
24420	DEMO OF CURB & GUTTER		1,390.00	LF	\$ 20,850.00
00585	UD-2		1,056.00	LF	\$ 36,960.00
00588	UD-4		1,509.00	LF	\$ 52,815.00
00595	OUTLET PIPE		107.00	LF	\$ 8,560.00
00525	CONCRETE CLASS A3 (ENDWALLS)		1.00	CY	\$ 4,000.00
06740	DROP INLET DI-1		1.00	EA	\$ 8,000.00
06749	DROP INLET DI-2B, L=8'		1.00	EA	\$ 10,000.00
06815	DROP INLET DI-3A		1.00	EA	\$ 8,000.00
06818	DROP INLET DI-3B, L=6'		2.00	EA	\$ 24,000.00
06819	DROP INLET DI-3B, L=8'		3.00	EA	\$ 24,000.00
06821	DROP INLET DI-3B, L=12'		2.00	EA	\$ 20,000.00
06822	DROP INLET DI-3B, L=14'		2.00	EA	\$ 20,000.00
06823	DROP INLET DI-3B, L=16', TOP UNIT ONLY		1.00	EA	\$ 6,000.00
06823	DROP INLET DI-3B, L=16'		1.00	EA	\$ 10,000.00
06824	DROP INLET DI-3B, L=18', TOP UNIT ONLY		1.00	EA	\$ 6,000.00
06825	DROP INLET DI-3B, L=20'		1.00	EA	\$ 12,000.00
06826	DROP INLET DI-3BB, L=6"		1.00	EA	\$ 12,000.00
06828	DROP INLET DI-3BB, L=8'		1.00	EA	\$ 14,000.00
06830	DROP INLET DI-3BB, L=12'		1.00	EA	\$ 15,000.00
06833	DROP INLET DI-3BB, L=18'		1.00	EA	\$ 13,000.00
06836	DROP INLET DI-3C, L=8'		1.00	EA	\$ 10,000.00
06839	DROP INLET DI-3C, L=14'		1.00	EA	\$ 10,000.00
06840	DROP INLET DI-3C, L=16'		1.00	EA	\$ 11,000.00

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
06842	DROP INLET DI-3C, L=20', TOP UNIT ONLY		1.00	EA	\$ 6,000.00
06842	DROP INLET DI-3C, L=20		1.00	EA	\$ 11,000.00
06844	DROP INLET DI-3CC, L=8'		2.00	EA	\$ 28,000.00
06855	DROP INLET DI-3E L =8'		1.00	EA	\$ 10,000.00
06861	DROP INLET DI-3E L=20'		1.00	EA	\$ 20,000.00
09057	FRAME & COVER MH-1 OR 2		16.00	EA	\$ 16,000.00
09056	MANHOLE MH-1 OR 2		72.00	VF	\$ 216,000.00
09060	CONVERT DI TO MH (FRAME & COVER AND MH QUANTIFIED)		4.00	EA	\$ 24,000.00
64037	TRENCH DRAIN		159.00	LF	\$ 47,700.00
01080	8" GALVANIZED STEEL PIPE		155.00	LF	\$ 77,500.00
01120	12" STORM DRAIN PIPE		130.00	LF	\$ 91,000.00
01150	15" RCP		559.00	LF	\$ 391,300.00
01180	18" RCP		370.00	LF	\$ 296,000.00
01240	24" RCP		341.00	LF	\$ 272,800.00
01360	36" RCP		285.00	LF	\$ 285,000.00
01180	ABANDON 18" PIPE		121.00	LF	\$ 6,050.00
01240	ABANDON 24" PIPE		225.00	LF	\$ 11,250.00
01360	ABANDON 36" PIPE		83.00	LF	\$ 11,620.00
01360	REMOVE PIPE, 0-36"		505.00	LF	\$ 25,250.00
09056	REMOVE/ABANDON DRAINAGE STRUCTURE		11.00	EA	\$ 22,000.00
24535	ADJUST EX DRAINAGE CASTING (PAVING)		7.00	EA	\$ 7,000.00
64110	PB FOUNDATION PILES 12" STEEL		900.00	LF	\$ 162,000.00
64102	PB DYNAMIC PILE TEST		3.00	EA	\$ 30,000.00
60120	PB STRUCTURE EXCAVATION		133.00	CY	\$ 13,300.00
64015	PB SELECT BACKFILL ABUTMENT ZONE		186.00	TN	\$ 14,880.00
60403	PB CONCRETE CLASS A3		44.00	CY	\$ 132,000.00
69100	PB REINFORCING STEEL		1.00	LS	\$ 11,000.00
64012	PB ELASTIC INCLUSION		5.00	CY	\$ 5,500.00
64032	PB GEOCOMPOSITE WALL DRAIN		14.00	SY	\$ 2,800.00
62535	PB BRIDGE BEARINGS		6.00	EA	\$ 6,000.00
61205	PB PRECAST BULB-TS		6.00	EA	\$ 360,000.00
60409	PB CONCRETE LOW SHRINKAGE CLASS A4 MOD		127.00	CY	\$ 342,900.00
60495	PB BRIDGE COVER DEPTH SURVEY		358.00	SY	\$ 1,790.00
69100	PB REINFORCING STEEL-SUPERSTRUCTURE CRR CLASS 1		1.00	LS	\$ 60,000.00
14424	PB BRIDGE CURB		404.00	LF	\$ 32,320.00
67090	PB BRIDGE FENCE		404.00	LF	\$ 157,560.00
64901	PB RETAINING WALLS		12,076.00	SF	\$ 1,207,600.00
25001	PB RETAINING WALLS RAILINGS		1,200.00	LF	\$ 204,000.00
10499	PB RAMP SURFACE		984.00	SY	\$ 63,960.00
65710	PB PIER PROTECTION SYSTEM 54"		140.00	LF	\$ 98,000.00
67270	PB BRIDGE LIGHTING		1.00	LS	\$ 140,000.00
10628	FLEX. PAVE. PLANING 0"-2"		30,527.00	SY	\$ 213,689.00
11070	NS SAW-CUT ASPH CONC (FULL DEPTH)		5,118.00	LF	\$ 25,590.00
10499	SHARED USE PATH GRADE/AGG		363.00	SY	\$ 14,520.00
10986	ROUNDBOUT TRUCK APRON		331.00	SY	\$ 56,270.00
10499	ENTRANCE PAVEMENT		82.00	SY	\$ 24,600.00
10986	ROUNDBOUT CONCRETE VEIN		146.00	SY	\$ 29,200.00
54032	TYPE B CLASS I PVMT LINE MRKG 4"		15,203.00	LF	\$ 21,284.20
54037	TYPE B CLASS I PVMT LINE MRKG 6"		680.00	LF	\$ 1,292.00
54040	TYPE B CLASS I PVMT LINE MRKG 12"		1,354.00	LF	\$ 5,551.40
54625	PVMT SYMB MRKG YIELD (1' X 1.5') TY A		43.00	EA	\$ 3,010.00
54219	PAVEMENT MARKERS (PLASTIC INLAID)		15.00	EA	\$ 7,200.00
54574	PAVEMENT MARKING SYMBOLS/ARROWS		36.00	EA	\$ 12,600.00
10499	6" CEMENT TREATED AGGREGATE		5,823.00	SY	\$ 174,690.00
10499	2" OPEN GRADED DRAINAGE LAYER	F,P	685.00	TN	\$ 150,700.00
10603	PAVING INTERMEDIATE IM-19.0A	F,P	748.00	TN	\$ 127,160.00

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
10612	PAVING BASE BM-25.0A	F,P	2,909.00	TN	\$ 378,170.00
10636	PAVING SURFACE SM9.5D	F,P	3,175.00	TN	\$ 444,500.00
10417	PRIME COAT	F,P	1,456.00	GL	\$ 8,736.00
54042	TYPE B CLASS I PVMT LINE MRKG 24"		1,000.00	LF	\$ 10,000.00
12020	STD. CURB CG-2		1,184.00	LF	\$ 94,720.00
12022	RADIAL CURB CG-2		1,249.00	LF	\$ 87,430.00
12030	STD. CURB CG-3		523.00	LF	\$ 52,300.00
12032	RADIAL CURB CG-3		262.00	LF	\$ 23,580.00
12025	MOD. CURB CG-3		253.00	LF	\$ 17,204.00
12600	STD. COMB. CURB & GUTTER CG-6		780.00	LF	\$ 70,200.00
12610	RADIAL CURB & GUTTER CG-6		868.00	LF	\$ 69,440.00
12940	ENTRANCE GUTTER CG-9D		38.00	SY	\$ 11,780.00
13108	CG-12 DETECTABLE WARNING SURFACE		96.00	SY	\$ 58,560.00
13220	HYDR. CEMENT CONC. SIDEWALK 4"		2,864.00	SY	\$ 343,680.00
13280	GUARDRAIL GR-MGS1		6.00	LF	\$ 600.00
13284	RADIAL GUARDRAIL GR-MGS1A		86.00	LF	\$ 6,450.00
13286	GUARDRAIL TERM MGS2		2.00	EA	\$ 9,600.00
13288	GUARDRAIL HEIGHT TRANSITION GR-MGS4		3.00	EA	\$ 3,600.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		1.00	EA	\$ 3,000.00
13394	FIXED OBJECT ATTACH. GR-FOA-5		1.00	EA	\$ 3,500.00
21020	MEDIAN STRIP MS-1		1,642.00	SY	\$ 246,300.00
21110	MEDIAN STRIP MS-1A		965.00	SY	\$ 241,250.00
24600	REMOVE EXISTING GUARDRAIL		143.00	LF	\$ 2,002.00
13539	SMALL BUS STOP RETAINING WALL		43.00	SF	\$ 17,200.00
27102	SEEDING AREAS		4,771.00	SY	\$ 3,816.80
27030	TOPSOIL 2"		4,771.00	SY	\$ 71,565.00
27505	SILT FENCE		1,500.00	LF	\$ 12,000.00
27461	INLET PROTECTION		82.00	EA	\$ 75,440.00
27101	TEMPORARY SEED		4,771.00	SY	\$ 5,248.10
38900	LANDSCAPING		1.00	LS	\$ 75,000.00
85151	SWEEPING		1.00	LS	\$ 60,000.00
40061	6" DUCTILE IRON WATER MAIN		48.00	LF	\$ 28,800.00
41006	6" GATE VALVE W/ BOX		2.00	EA	\$ 12,000.00
41820	FIRE HYDRANT		2.00	EA	\$ 20,000.00
42102	REMOVE SANITARY MANHOLE		2.00	EA	\$ 20,000.00
42102	ABANDON SANITARY SEWER		346.00	LF	\$ 7,612.00
42102	REMOVE SANITARY SEWER		79.00	LF	\$ 31,600.00
42102	10" PVC SANITARY SEWER MAIN		202.00	LF	\$ 262,600.00
42122	12" PVC SANITARY SEWER MAIN		376.00	LF	\$ 413,600.00
42755	SANITARY SEWER MANHOLE (STANDARD)		80.00	LF	\$ 208,000.00
42755	MANHOLE FRAME AND COVER		8.00	EA	\$ 11,200.00
42771	RECONSTRUCT EXISTING SANITARY SEWER MANHOLE		8.00	LF	\$ 12,800.00
24535	ADJUST EXISTING UTILITY CASTING (PAVING)		43.00	EA	\$ 60,200.00
55140	CONCRETE FOUNDATION LF-1 TY. A		16.00	EA	\$ 32,000.00
55156	LIGHTING POLE LP-1 30' MNTG HT		16.00	EA	\$ 57,600.00
55200	LUMINAIRE ARM 12'		16.00	EA	\$ 35,200.00
55505	LED ROADWAY LUMINAIRE (SEE CUT SHEET)		16.00	EA	\$ 35,200.00
55343	ELECTRICAL SERVICE SE-6		2.00	EA	\$ 6,200.00
55353	LIGHTING CONTROL CENTER (CCW1 - TY D)		2.00	EA	\$ 62,000.00
46009	DOMINION POWER ELECTIRC CONNECTION		2.00	EA	\$ 3,200.00
55587	JB-S2		19.00	EA	\$ 38,000.00
51598	8/3 CONDUCTOR CABLE		6,400.00	LF	\$ 32,000.00
55126	CONDUCTOR CABLE, NO. 8 EGC		4,180.00	LF	\$ 10,032.00
56051	2" BORED CONDUIT		945.00	LF	\$ 39,690.00
56053	2" PVC CONDUIT		2,735.00	LF	\$ 35,555.00
56200	TRENCH EXCAVATION ECI-1		2,735.00	LF	\$ 62,905.00



## **4.7.3 | Proposed Monthly Payment Schedule**

Project Name: VDOT Transportation Improvements at Hydraulic Road and US 29

Kokosing Construction Company, Inc.

Contract ID Number: C0011888DB114

PROPOSED MONTHLY DRAW SCHEDULE

	Month	Projected Monthly Total	Projected Cumulative Total
1	May-23	\$1,025,000.00	\$1,025,000.00
2	June-23	\$351,000.00	\$1,376,000.00
3	July-23	\$401,000.00	\$1,777,000.00
4	August-23	\$456,000.00	\$2,233,000.00
5	September-23	\$516,000.00	\$2,749,000.00
6	October-23	\$516,000.00	\$3,265,000.00
7	November-23	\$570,848.33	\$3,835,848.33
8	December-23	\$657,666.67	\$4,493,514.99
9	January-24	\$653,188.67	\$5,146,703.66
10	February-24	\$1,562,304.07	\$6,709,007.73
11	March-24	\$1,418,152.39	\$8,127,160.12
12	April-24	\$844,302.39	\$8,971,462.52
13	May-24	\$842,722.39	\$9,814,184.91
14	June-24	\$469,782.73	\$10,283,967.64
15	July-24	\$454,902.73	\$10,738,870.36
16	August-24	\$454,902.73	\$11,193,773.09
17	September-24	\$460,902.73	\$11,654,675.82
18	October-24	\$637,342.73	\$12,292,018.55
19	November-24	\$370,992.73	\$12,663,011.27
20	December-24	\$658,062.73	\$13,321,074.00
21	January-25	\$993,073.45	\$14,314,147.45
22	February-25	\$784,323.45	\$15,098,470.91
23	March-25	\$655,669.45	\$15,754,140.36
24	April-25	\$661,825.45	\$16,415,965.82
25	May-25	\$606,770.25	\$17,022,736.07
26	June-25	\$1,023,729.34	\$18,046,465.41
27	July-25	\$1,027,209.34	\$19,073,674.75
28	August-25	\$556,453.39	\$19,630,128.14
29	September-25	\$609,083.39	\$20,239,211.52
30	October-25	\$696,407.89	\$20,935,619.41
31	November-25	\$688,317.89	\$21,623,937.30
Total 2023:		\$4,493,514.99	
Total 2024:		\$8,827,559.01	
Total 2025:		\$8,302,863.30	
<b>Project Total:</b>		<b>\$21,623,937.30</b>	

## **4.7.4 | Adjustments to Asphalt, Steel, and Fuel Prices**

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**EXHIBIT 6.3(a)**  
**ADJUSTMENT FOR ASPHALT**

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

June 26, 2018

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

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

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

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

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

Where: A = Asphalt Adjustment Dollar Amount

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

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

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

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

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

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

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

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

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

Adjustment of any asphalt material other than PG 64S-22 and PG 64E-22 will be based on the indexes for PG 64S-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

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

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

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

**VIRGINIA DEPARTMENT OF TRANSPORTATION  
MASTER LISTING OF  
ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>SPECIFICATION</b>
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

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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

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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

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**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.



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

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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

$$B = \$0.2816$$

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

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

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

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

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

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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.**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>Number WPU used in \$ adjust.</b>
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
69100	REINF. STEEL	LB	101704

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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: 3/1/23

Signature: 

Design-Builder: Kokosing Construction Co., Inc.

Vendor No.: K1805

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**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.

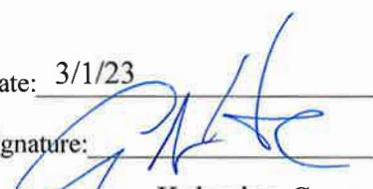
In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, 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: 3/1/23

Signature: 

Design-builder: Kokosing Construction Co., Inc.

Vendor No.: K1805

## 4.7.5 | Proposal Guaranty

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

KNOW ALL MEN BY THESE PRESENTS, THAT WE Kokosing Construction Company, Inc. 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 9th Day of February, 20 23

WHEREAS, the above said principal is herewith submitting its proposal for: Transportation Improvements at Hydraulic Road and US 29  
PROJECT NUMBER: 0029-M03-371, P101, R201, C501, B000  
Contract ID # C00118880DB114

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.

Kokosing Construction Company, Inc. Liberty Mutual Insurance Company  
(Principal\*) (Surety Company)  
By: Gregory A. Hamilton By: Cathy L. Woodruff  
(Officer, Partner or Owner) (Seal) (Attorney-in-Fact\*\*) (Seal)  
175 Berkeley Street, Boston, MA 02116  
(Principal\*) (Address)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Officer, Partner or Owner) (Seal) (Surety Company)

\_\_\_\_\_  
(Principal\*) (Attorney-in-Fact\*\*) (Seal)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Officer, Partner or Owner) (Seal) (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: 8204866

### POWER OF ATTORNEY

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

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

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

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



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



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

By: Teresa Pastella

Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of February, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

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

## **4.7.6 | Sworn Statement Forms**

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

PROJECT: Transportation Improvements at Hydraulic Road and US 29

FHWA: STP-5104(299)

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 Anne Arundel Co Maryland, this 27 day of February, 20 23  
County (City), STATE

Kokosing Construction Co., Inc.  
(Name of Firm)

By: [Signature]  
(Signature)

Regional Sr. Vice President  
Title (print)

STATE of Maryland

COUNTY (CITY) of Anne Arundel

To-wit: \_\_\_\_\_, a Notary Public in and for the State and  
County(City) aforesaid, hereby certify that this day Gregory A. Hamilton

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 27 day of February, 20 23

[Signature]  
Notary Public

My Commission expires January 27, 2026

**OR  
UNSWORN DECLARATION**

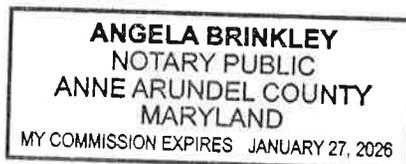
The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

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

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title (print)



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT**

PROJECT: Transportation Improvements at Hydraulic Road and US 29

FHWA: STP-5104(299)

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>MTBMA</u>	<u>Glen Burnie, MD</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 Anne Arundel Co., Maryland this 27 day of February, 20 23  
County (City), STATE

Kokosing Construction Co., Inc. By: [Signature] Regional Sr. Vice President  
(Name of Firm) (Signature) Title (print)

STATE of Maryland COUNTY (CITY) of Anne Arundel

To-wit: I Angela Brinkley, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Gregory A. Hamilton

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 27 day of February, 20 23  
Angela Brinkley My Commission expires January 27, 2026  
Notary Public

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