

PRICE PROPOSAL

A DESIGN-BUILD PROJECT

Warrenton Southern Interchange US 15/17/29

From: Route 15/17/29 & Route 15/17/29 Business

To: 1.0 Mile South of Route 15/17/29 & Route 15/17/29 Business

Fauquier County, Virginia

State Project No.: 0029-030-121, P101, R201, C501, B616

Federal Project No.: STP-032-7 (032)

Contract ID No.: C00077384DB100

Date: January 16, 2018



ATTACHMENT 3.7 6**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

RFP NO. C00077384DB100
 PROJECT NO.: 0029-030-121

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 – July 18, 2017
(Date)
2. Cover letter of Addendum #1- August 23, 2017
(Date)
3. Cover letter of Addendum #2- October 27, 2017
(Date)
4. Cover letter of Addendum #3- November 17, 2017
(Date)
5. Cover letter of Addendum #4- December 1, 2017
(Date)
6. Cover letter of Addendum #5- January 11, 2018
(Date)



SIGNATURE

January 11, 2018

DATE

Aaron T. Myers

PRINTED NAME

Vice President/General Manager

TITLE

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: Warrenton Southern Interchange
Contract ID Number: C00077384DB100**

➤ **Contents of Price Proposal:**

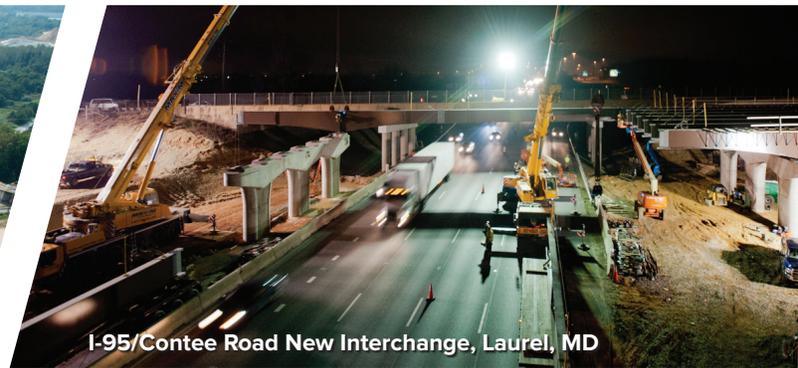
- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.8.1)**
- Schedule of Items itemized in accordance with Part 1, Section 4.8.2, including material quantities and costs of each proposed work package**
- Proposed Monthly Payment Schedule showing the 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 Fuel and Asphalt, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)**
- 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, Attachments 4.8.6(a) and 4.8.6(b))**
- CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**

NOTE: Executed Form C-78 precedes this checklist



4.8.1

PRICE PROPOSAL



ATTACHMENT 4.8.1

PRICE PROPOSAL FORM

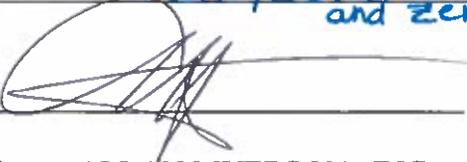
4.8.1 Offeror shall specify the pricing information for the items below, the dollars amount shall be in whole numbers:

Price Proposal Cost Breakdown Summary;

| | |
|---|-----------------------------|
| A. Base Scope | |
| Design Services, LS | \$ 3,945,000 ⁰⁰ |
| Construction Services (exclude QA/QC), LS | \$ 16,644,697 ⁰⁰ |
| Quality Assurance (QA) (Construction), LS | \$ 425,000 ⁰⁰ |
| Quality Control (QC) (Construction), LS | \$ 410,000 ⁰⁰ |
| All Other Costs, LS | \$ 1,406,874 ⁰⁰ |
| Base Scope – Subtotal | \$ 22,831,571 ⁰⁰ |
| B. Option 1 | |
| Design Services, LS | \$ 2,000.00 |
| Construction Services (exclude QA/QC), LS | \$ 42,725.00 |
| Quality Assurance (QA) (Construction), LS | \$ 1,000.00 |
| Quality Control (QC) (Construction), LS | \$ 1,000.00 |
| All Other Costs, LS | \$ 0 |
| Option 1 – Subtotal | \$ 46,725.00 |
| C. Option 2 | |
| Design Services, LS | \$ 2,000.00 |
| Construction Services (exclude QA/QC), LS | \$ 75,481.00 |
| Quality Assurance (QA) (Construction), LS | \$ 1,000.00 |
| Quality Control (QC) (Construction), LS | \$ 1,000.00 |
| All Other Costs, LS | \$ 0 |
| Option 2 – Subtotal | \$ 79,481.00 |

Total Proposal Price (Base Scope Subtotal + Option 1 Subtotal + Option 2 Subtotal); (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 TWO MILLION NINE HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY SEVEN dollars (\$ 22,957,777⁰⁰)
and zero cents

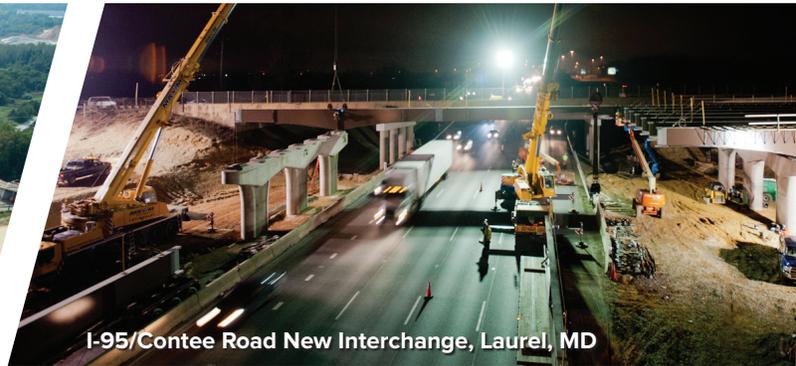
Signature:  Date: 1-16-18

Design-Builder: ALLAN MYERS VA, INC.

Vendor No.: G303

4.8.2

SCHEDULE OF ITEMS



**Attachment 4.8.2
State Project 0029-030-121**

BASE SCOPE 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: 1/16/2018

| VDOT Item Code ¹ | Item Description | Fuel (F) or Price (P) Adjustment | Approximate Quantity | Units ¹ | Budgeted Cost (\$) |
|-----------------------------|--|----------------------------------|----------------------|--------------------|--------------------|
| 00104 | NS DESIGN ENGINEERING | N/A | 1 | LS | \$ 3,945,000.00 |
| 00100 | MOBILIZATION | N/A | 1 | LS | \$ 990,000.00 |
| 00104 | GENERAL CONDITIONS - SUPERVISION | N/A | 1 | LS | \$ 1,440,000.00 |
| 00101 | CONSTRUCTION SURVEYING (CONSTR.) | N/A | 1 | LS | \$ 110,000.00 |
| 00110 | CLEARING AND GRUBBING | N/A | 1 | LS | \$ 968,000.00 |
| 00120 | NS EARTHWORK | (F) | 152892 | CY | \$ 3,401,847.00 |
| 00529 | FLOWABLE BACKFILL | N/A | 49.27 | CY | \$ 12,317.50 |
| 00585 | UNDERDRAIN UD-2 | N/A | 280 | LF | \$ 8,400.00 |
| 00587 | UNDERDRAIN UD-3 | N/A | 500 | LF | \$ 10,000.00 |
| 00588 | UNDERDRAIN UD-4 | N/A | 19570 | LF | \$ 117,420.00 |
| 00591 | CROSSDRAIN CD-2 | N/A | 180 | LF | \$ 3,600.00 |
| 00595 | OUTLET PIPE | N/A | 405 | LF | \$ 4,050.00 |
| 00596 | ENDWALL EW-12 | N/A | 28 | EA | \$ 28,000.00 |
| 00700 | POST INSTALLATION INSPECTION | N/A | 4843 | LF | \$ 4,843.00 |
| 01152 | 15" CONC. PIPE | N/A | 1778 | LF | \$ 106,680.00 |
| 01182 | 18" CONC. PIPE | N/A | 1401 | LF | \$ 98,070.00 |
| 01241 | JACKED & BORED 24" PIPE | N/A | 160 | LF | \$ 152,000.00 |
| 01242 | 24" CONC. PIPE | N/A | 963 | LF | \$ 78,966.00 |
| 01301 | JACKED & BORED 30" PIPE | N/A | 186 | LF | \$ 204,600.00 |
| 01302 | 30" CONC. PIPE | N/A | 300 | LF | \$ 40,500.00 |
| 01362 | 36" CONC. PIPE | N/A | 55 | LF | \$ 8,800.00 |
| 02110 | NS DRAINAGE | N/A | 1 | LS | \$ 525,000.00 |
| 06151 | 15" END SECTION ES-1 | N/A | 9 | EA | \$ 7,200.00 |
| 06181 | 18" END SECTION ES-1 | N/A | 7 | EA | \$ 6,650.00 |
| 06241 | 24" END SECTION ES-1 | N/A | 7 | EA | \$ 7,700.00 |
| 06301 | 30" END SECTION ES-1 | N/A | 7 | EA | \$ 10,500.00 |
| 06361 | 36" END SECTION ES-1 | N/A | 2 | EA | \$ 4,200.00 |
| 06748 | DROP INLET DI-2B,L=6' | N/A | 26 | EA | \$ 158,600.00 |
| 06757 | DROP INLET DI-2BB, L=6' | N/A | 5 | EA | \$ 43,000.00 |
| 06765 | DROP INLET DI-2C,L=6' | N/A | 2 | EA | \$ 14,900.00 |
| 06783 | DROP INLET DI-2E,L=6' | N/A | 3 | EA | \$ 27,600.00 |
| 07506 | DROP INLET DI-5 | N/A | 8 | EA | \$ 41,600.00 |
| 07508 | DROP INLET DI-7 | N/A | 3 | EA | \$ 16,200.00 |
| 08188 | DROP INLET DI-10H TY,I,L=6 | N/A | 6 | EA | \$ 25,200.00 |
| 09055 | MANHOLE MH-2 | N/A | 36 | LF | \$ 23,832.00 |
| 09057 | FRAME & COVER MH-1 | N/A | 3 | EA | \$ 1,800.00 |
| 09150 | EROSION CONTROL STONE CLASS I, EC-1 | (F) | 312 | TON | \$ 23,400.00 |
| 09215 | PAVED DITCH PG-5 | N/A | 450 | SY | \$ 22,500.00 |
| 09250 | SLOPE DRAIN | N/A | 16 | EA | \$ 64,000.00 |
| 10103 | AGGR. MATL. NO. 25 OR 26 | N/A | 953 | TON | \$ 38,120.00 |
| 10113 | AGGR. BASE MATL. TY. I NO. 21A OR 21B | (F) | 22236 | TON | \$ 889,440.00 |
| 10609 | ASPHALT CONCRETE TY. SM-12.5E (76-22 OR 64E) | (F) & (P) | 1510 | TON | \$ 107,210.00 |
| 10610 | ASPHALT CONCRETE TY. IM-19.0A | (F) & (P) | 3026 | TON | \$ 211,820.00 |
| 10611 | ASPHALT CONCRETE TY. IM-19.0D | (F) & (P) | 910 | TON | \$ 63,700.00 |
| 10614 | ASPHALT CONCRETE TY. IM-19.0E (76-22 OR 64E) | (F) & (P) | 511 | TON | \$ 35,770.00 |
| 10628 | FLEXIBLE PAVE. PLANING 0"-2" | (F) & (P) | 16668 | SY | \$ 116,676.00 |
| 10635 | ASPHALT CONCRETE TY. SM-9.5A | (F) & (P) | 116 | TON | \$ 11,600.00 |
| 10636 | ASPHALT CONC.TY. SM-9.5D | (F) & (P) | 2480 | TON | \$ 176,080.00 |
| 10642 | ASPHALT CONCRETE TY. BM-25.0A | (F) & (P) | 6750 | TON | \$ 371,250.00 |

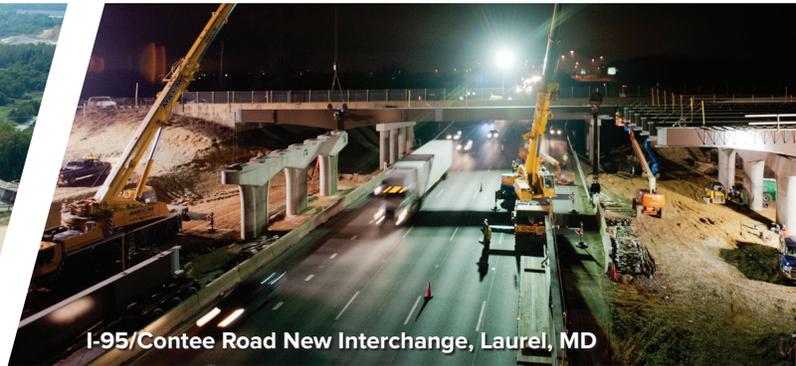
| | | | | | |
|-------|--|-----------|-------|------|---------------|
| 10643 | ASPHALT CONC. BASE COURSE TY. BM-25.0D | (F) & (P) | 4556 | TON | \$ 250,580.00 |
| 10650 | STONE MATRIX ASPHALT SMA-9.5(70-22 OR 64H) | (F) & (P) | 450 | TON | \$ 33,750.00 |
| 10700 | RUMBLE STRIP, ASPHALT | N/A | 12000 | LF | \$ 6,000.00 |
| 10781 | NS - PLAIN HYDR. CEM. CONC. PAVE. 11" | (F) | 1130 | SY | \$ 90,400.00 |
| 11070 | NS SAW-CUT ASPH CONC | N/A | 10510 | LF | \$ 31,530.00 |
| 12020 | STD. CURB CG-2 | N/A | 1537 | LF | \$ 21,518.00 |
| 12030 | STD. CURB CG-3 | N/A | 1964 | LF | \$ 27,496.00 |
| 12035 | NS MODIFIED CURB CG-3 | N/A | 816 | LF | \$ 11,424.00 |
| 12600 | STD. COMB. CURB & GUTTER CG-6 | N/A | 5902 | LF | \$ 82,628.00 |
| 13108 | CG-12 DETECTABLE WARNING SURFACE | N/A | 15 | SY | \$ 2,250.00 |
| 13220 | HYDRAULIC CEMENT CONC. SIDEWALK 4' | N/A | 90 | SY | \$ 4,500.00 |
| 13286 | GUARDRAIL TERMINAL GR-MGS2 | N/A | 11 | EA | \$ 11,000.00 |
| 13287 | GUARDRAIL END ANCHORAGE GR-MGS3 | N/A | 8 | EA | \$ 6,000.00 |
| 13280 | GUARDRAIL GR-MGS1 | N/A | 5900 | LF | \$ 67,850.00 |
| 13392 | FIXED OBJECT ATTACH. GR-FOA-2 TY. I | N/A | 4 | EA | \$ 3,960.00 |
| 13393 | FIXED OBJECT ATTACH. GR-FOA-2 TY. II | N/A | 3 | EA | \$ 2,250.00 |
| 13479 | NS CONCRETE BARRIER | N/A | 719 | LF | \$ 57,520.00 |
| 13810 | MSE RETAINING STRUCTURE | N/A | 4296 | SF | \$ 433,896.00 |
| 21020 | MEDIAN STRIP MS-1 | N/A | 52 | SY | \$ 4,160.00 |
| 21021 | NS MEDIAN STRIP MS-1 | N/A | 176 | SY | \$ 14,080.00 |
| 21022 | NS MEDIAN STRIP MS-1A | N/A | 876 | SY | \$ 70,080.00 |
| 24265 | NS MAINTENANCE OF TRAFFIC | N/A | 1 | LS | \$ 690,000.00 |
| | NS WRECKER SERVICE | N/A | 1 | LS | \$ 80,000.00 |
| 24286 | FLEXIBLE POST DELINEATOR | N/A | 100 | EA | \$ 20,000.00 |
| 24290 | TRAFFIC BARRIER SER. CONC. MB-7D PC | N/A | 12912 | LF | \$ 632,688.00 |
| 13611 | IMPACT ATTENUATOR SER. TYPE I | N/A | 12 | EA | \$ 168,000.00 |
| 24430 | DEMO. OF PAVEMENT (FLEXIBLE) | (F) | 29738 | SY | \$ 178,428.00 |
| 24600 | REMOVE EXISTING GUARDRAIL | N/A | 2083 | LF | \$ 10,415.00 |
| 25561 | FORMAL PARTNERING | N/A | 1 | LS | \$ 18,000.00 |
| 25565 | PROGRESS SCHEDULE BASELINE | N/A | 1 | LS | \$ 178,000.00 |
| 25567 | PROGRESS SCHEDULE UPDATES | N/A | 1 | EA | \$ 5,000.00 |
| 26117 | DRY RIPRAP CL. A1 | (F) | 500 | TON | \$ 20,000.00 |
| 27012 | TOPSOIL CLASS A 2" | N/A | 12 | ACRE | \$ 30,000.00 |
| 27100 | PERMANENT SEED | N/A | 1100 | LB | \$ 6,600.00 |
| 27101 | TEMPORARY SEED | N/A | 5000 | LB | \$ 90,000.00 |
| 27102 | REGULAR SEED | N/A | 2550 | LB | \$ 15,300.00 |
| 27103 | OVERSEEDING | N/A | 1275 | LB | \$ 7,650.00 |
| 27210 | FERTILIZER(10-20-10) | N/A | 17000 | LB | \$ 17,000.00 |
| 27250 | LIME | N/A | 55 | TON | \$ 11,000.00 |
| 27284 | EROSION CONTROL MULCH | N/A | 2000 | SY | \$ 2,000.00 |
| 27320 | ROLLED EROSION CTRL PRODUCT EC-2 TYPE 3 | N/A | 30000 | SY | \$ 60,000.00 |
| 27325 | ROLLED EROSION CTRL PRODUCT EC-3 TYPE 1 | N/A | 9500 | SY | \$ 19,000.00 |
| 27345 | TEMPORARY DIVERSION DIKE | N/A | 2500 | LF | \$ 10,000.00 |
| 27410 | CHECK DAM, ROCK TY. I | N/A | 93 | EA | \$ 46,500.00 |
| 27415 | CHECK DAM(ROCK) TY. II | N/A | 20 | EA | \$ 5,000.00 |
| 27420 | BALED STRAW CHECK DAM | N/A | 96 | EA | \$ 7,680.00 |
| 27451 | INLET PROTECTION TYPE A | N/A | 22 | EA | \$ 6,600.00 |
| 27461 | INLET PROTECTION TYPE B | N/A | 42 | EA | \$ 12,600.00 |
| 27505 | TEMP. SILT FENCE TYPE A | N/A | 9000 | LF | \$ 72,000.00 |
| 27550 | STORM WATER MANAGEMENT DRAINAGE STR. SWM-1 | N/A | 24 | LF | \$ 48,000.00 |
| 27580 | TEMP. SEDIMENT BASIN EXCAVATION | N/A | 2000 | CY | \$ 100,000.00 |
| 28801 | NS LANDSCAPING | N/A | 1 | LS | \$ 157,000.00 |
| 50107 | NS SIGNING | N/A | 1 | LS | \$ 164,000.00 |
| 51135 | NS SIGNALIZATION | N/A | 1 | LS | \$ 121,000.00 |
| 54010 | NS PAVEMENT MARKING | N/A | 1 | LS | \$ 77,000.00 |
| 55005 | NS LIGHTING & ITS | N/A | 1 | LS | \$ 149,850.00 |
| 60409 | CONC. CLASS A4 MOD. LOW SHRINKAGE | (F) | 300 | CY | \$ 202,500.00 |
| 60450 | CONC. CLASS A4 BRIDGE APPR. SLAB | N/A | 104 | CY | \$ 26,000.00 |
| 60452 | REINF. STEEL BRIDGE APPR. SLAB | N/A | 17667 | LB | \$ 17,667.00 |
| 60490 | BRIDGE DECK GROOVING | N/A | 622 | SY | \$ 3,110.00 |
| 61711 | CORROSION RESISTANT REINF. STEEL CL. I | N/A | 62442 | LB | \$ 78,052.50 |

| | | | | | |
|-------|--|-----|------|----|---------------|
| 61812 | STR.STEEL PLATE GIRDER ASTM A709 GRADE 50W | N/A | 1 | LS | \$ 225,000.00 |
| 62004 | ARCHITECTURAL TREATMENT | N/A | 156 | SY | \$ 7,800.00 |
| 62043 | RAILING, BR27C 3 RAILS | N/A | 179 | LF | \$ 44,750.00 |
| 62044 | RAILING, BR27C 4 RAILS | N/A | 199 | LF | \$ 49,750.00 |
| 64011 | STRUCTURE EXCAVATION | (F) | 3857 | CY | \$ 173,565.00 |
| 64015 | SELECT BACKFILL (ABUTMENT ZONE) | N/A | 1267 | TN | \$ 76,020.00 |
| 64030 | POROUS BACKFILL | N/A | 27 | CY | \$ 1,350.00 |
| 64032 | GEOCOMPOSITE WALL DRAIN | N/A | 107 | SY | \$ 2,140.00 |
| 64036 | PIPE UNDERDRAIN 6" | N/A | 166 | LF | \$ 2,158.00 |
| 64112 | STEEL PILES 12" | N/A | 938 | LF | \$ 178,220.00 |
| 64765 | PILE POINT FOR 12" STEEL PILE | N/A | 28 | EA | \$ 28,000.00 |
| 64767 | LOADING TEST FOR STEEL PILE | N/A | 2 | EA | \$ 16,000.00 |
| 65013 | CONCRETE CLASS A3 | (F) | 63 | CY | \$ 122,850.00 |
| 65200 | REINF. STEEL | N/A | 5800 | LB | \$ 17,400.00 |
| 65211 | CORROSION RESISTANT REINF. STEEL CL. I | N/A | 3800 | LB | \$ 11,400.00 |
| 66926 | NS - EPS MATERIAL | N/A | 54 | SY | \$ 10,800.00 |
| 67089 | PED. FENCE 10' | N/A | 185 | LF | \$ 18,500.00 |
| 68556 | PERFORMED ELASTOMERIC JOINT SEALER | N/A | 76 | LF | \$ 5,320.00 |
| 69708 | PIER PROTECTION SYSTEM 42" | N/A | 112 | LF | \$ 23,520.00 |
| 104 | NS QUALITY ASSURANCE COSTS | N/A | 1 | LS | \$ 425,000.00 |
| 104 | NS QUALITY CONTROL COSTS | N/A | 1 | LS | \$ 410,000.00 |
| 104 | NS ENVIRONMENTAL MITIGATION COSTS | N/A | 1 | LS | \$ 189,000.00 |
| 104 | NS PERMITTING COSTS | N/A | 1 | LS | \$ 52,000.00 |
| 104 | NS UTILITY RELOCATION COSTS | N/A | 1 | LS | \$ 848,374.00 |
| 104 | NS PUBLIC RELATIONS | N/A | 1 | LS | \$ 60,000.00 |
| 104 | NS BOND | N/A | 1 | LS | \$ 225,000.00 |
| 104 | NS ESCROW DOCUMENT STORAGE | N/A | 3 | YR | \$ 7,500.00 |
| | PROPOSAL PAYMENT | N/A | 1 | LS | \$ 25,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |

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

4.8.3

MONTHLY PAYMENT SCHEDULE



| Period Ending (Month) | Projected Monthly Total | Projected Cumulative Total |
|----------------------------------|------------------------------------|---------------------------------------|
| Mar-18 | \$ 410,357 | \$ 410,357 |
| Apr-18 | \$ 716,260 | \$ 1,126,617 |
| May-18 | \$ 614,292 | \$ 1,740,910 |
| Jun-18 | \$ 869,211 | \$ 2,610,121 |
| Jul-18 | \$ 920,195 | \$ 3,530,316 |
| Aug-18 | \$ 961,995 | \$ 4,492,311 |
| Sep-18 | \$ 812,070 | \$ 5,304,381 |
| Oct-18 | \$ 1,538,713 | \$ 6,843,094 |
| Nov-18 | \$ 1,205,294 | \$ 8,048,388 |
| Dec-18 | \$ 542,138 | \$ 8,590,526 |
| Jan-19 | \$ 568,602 | \$ 9,159,128 |
| Feb-19 | \$ 517,619 | \$ 9,676,747 |
| Mar-19 | \$ 1,702,353 | \$ 11,379,100 |
| Apr-19 | \$ 2,606,790 | \$ 13,985,890 |
| May-19 | \$ 1,849,555 | \$ 15,835,445 |
| Jun-19 | \$ 1,463,542 | \$ 17,298,986 |
| Jul-19 | \$ 1,393,247 | \$ 18,692,234 |
| Aug-19 | \$ 127,743 | \$ 18,819,977 |
| Sep-19 | \$ 127,743 | \$ 18,947,720 |
| Oct-19 | \$ 72,744 | \$ 19,020,464 |
| Nov-19 | \$ 916,499 | \$ 19,936,963 |
| Dec-19 | \$ 338,974 | \$ 20,275,937 |
| Jan-20 | \$ 99,154 | \$ 20,375,091 |
| Feb-20 | \$ 27,839 | \$ 20,402,929 |
| Mar-20 | \$ 309,185 | \$ 20,712,114 |
| Apr-20 | \$ 309,582 | \$ 21,021,696 |
| May-20 | \$ 302,819 | \$ 21,324,515 |
| Jun-20 | \$ 546,432 | \$ 21,870,947 |
| Jul-20 | \$ 952,178 | \$ 22,823,126 |
| Aug-20 | \$ 106,813 | \$ 22,929,938 |
| Sep-20 | \$ 27,839 | \$ 22,957,777 |

4.8.4

PRICE ADJUSTMENTS

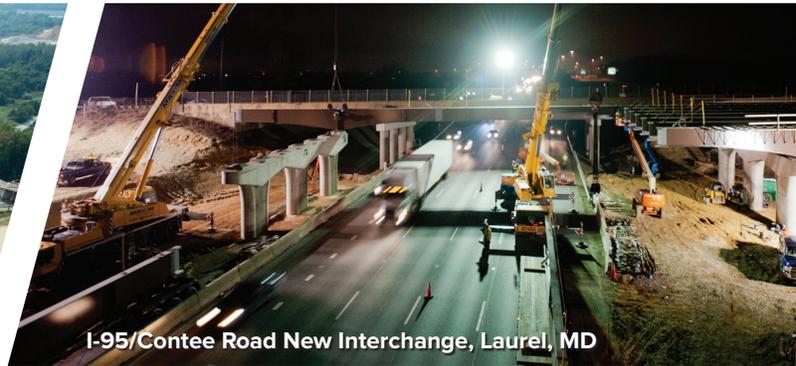


EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

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

July 18, 2017

All asphalt material listed in the attached “Master Listing of 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 Scheduling and Contracts 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 item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, will be based on the indexes for PG 64-22. 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 must 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
(10-27-09)**

| ITEM | DESCRIPTION | UNITS | SPECIFICATION |
|-------|---------------------------------------|-------|---------------|
| 10062 | Asphalt-Stab. Open-Graded Material | Ton | 313 |
| 10416 | Liquid Asphalt | Gal | 311 312 |
| 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 |
| 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 (76-22) | 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 |
| 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 (76-22) | 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(70-22) | Ton | 317 |
| 10651 | Stone Matrix Asphalt SMA-9.5(76-22) | Ton | 317 |
| 10652 | Stone Matrix Asphalt SMA-12.5(70-22) | Ton | 317 |
| 10653 | Stone Matrix Asphalt SMA-12.5(76-22) | Ton | 317 |
| 10654 | Stone Matrix Asphalt SMA-19.0(70-22) | Ton | 317 |
| 10655 | Stone Matrix Asphalt SMA-19.0(76-22) | 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 |
| 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 (76-22) | 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 (76-22) | Ton | 315 |
| 16365 | Asphalt Concrete Ty. IM-19.0A | Ton | 315 |
| 16370 | Asphalt Concrete Ty. IM-19.0D | Ton | 315 |
| 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(70-22) | Ton | ATTD |
| 16401 | Stone Matrix Asphalt SMA-9.5(76-22) | Ton | ATTD |
| 16402 | Stone Matrix Asphalt SMA-12.5(70-22) | Ton | ATTD |
| 16403 | Stone Matrix Asphalt SMA-12.5(76-22) | Ton | ATTD |
| 16404 | Stone Matrix Asphalt SMA-19.0(70-22) | Ton | ATTD |
| 16405 | Stone Matrix Asphalt SMA-19.0(76-22) | Ton | ATTD |
| 16490 | Hot Mix Asphalt Treatment | Ton | ATTD |
| 16500 | Surf.Preparation & Restoration Type I | Ton | ATTD |
| 16502 | Surf.Preparation & Restoration Type li | Ton | ATTD |
| 16504 | Surf.Preparation & Restoration Type lii | Ton | ATTD |
| 67201 | NS Asphalt Concrete Overlay | Ton | 315 |
| 67210 | NS Asphalt Concrete | Ton | 315 |
| 68240 | NS Asphalt Concrete | Ton | 315 |

Exhibit 6.3(b)

Form C-16a
August 9, 2013

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
ASPHALT PRICE ADJUSTMENT (PG76-22 or PG 70-28)
DESIGN-BUILD PROJECTS**

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items containing PG 76-22 or PG 70-28 is being utilized on the project.

PROJECT NUMBER: 0029-030-121

DISTRICT:

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b. price of \$ 537.¹⁴ per IMPERIAL ton for PG 76-22 or PG 70-28. This quote is project specific.

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 76-22 or PG 70-28 shall be maintained by the Design-Builder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

DATE: 1-16-18

SIGNATURE: 

Allan Myers VA, Inc.
(Firm or Corporation)

G303
(Vendor No.)

**EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL**

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

June 30, 2011
(Revised) November 5, 2012

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 will 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. A master listing of standard items eligible for fuel adjustment is provided by the Department on its website at the following link <http://www.virginiadot.org/business/resources/masteroptionalfuelitems.pdf>. 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.

The amount of adjustment will be computed from the change in the indexes and the on-site fuel use as shown in the Department's master listing of eligible items.

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in within the Schedule of Values 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 Values will automatically 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: 1-16-18

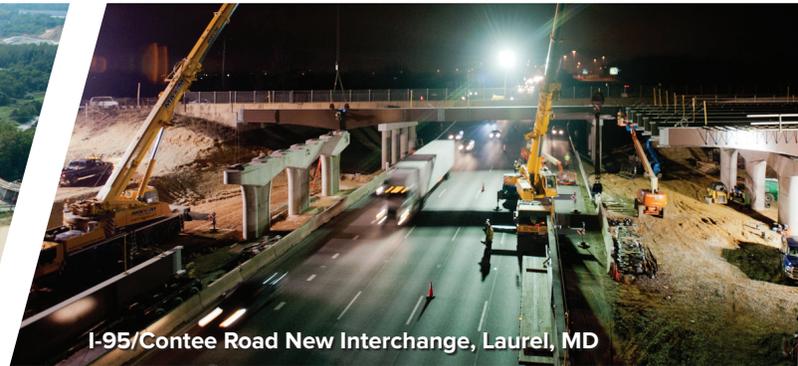
Signature: 

Design-builder: Allan Myers VA, Inc.

Vendor No.: G303

4.8.5

PROPOSAL GUARANTY



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE ALLAN MYERS VA, INC. As principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND & ZURICH AMERICAN INSURANCE COMPANY Surety, are held and firmly bound unto the Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE BID, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

SIGNED, sealed and dated this 16th Day of January, 20 18

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

PROJECT NUMBER: **0029-030-121, P101, R201, C501, B616**
Warrenton Southern Interchange US 15/17/29

NOW, THEREFORE, the condition of the above obligee is such, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the time specified in the Specifications after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise to remain in full force and effect and the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the liability exceed the penal sum hereof.

ALLAN MYERS VA, INC.
(Principal)
By: [Signature]
(Officer, Partner or Owner) (Seal)
AARON T. MYERS, VICE PRESIDENT/GENERAL MANAGER

(Principal*)

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

(Principal*)

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety Company)
By: [Signature]
Elizabeth P. Cervini, (Attorney-in-Fact**) (Seal)
600 Red Brook Blvd, 4th Floor, Owings Mills, MD 21117
(Address)

By: ZURICH AMERICAN INSURANCE COMPANY
(Surety Company)
[Signature]
Elizabeth P. Cervini, (Attorney-in-Fact**) (Seal)

By: 1299 Zurich Way, Schaumburg, IL 60196
(Address)

*Note: If the principal is a *joint venture*, each party thereof must be named and execution made by same hereon. If there is more than one surety to the bid bond, each surety must be named and execution shall be made by same hereon.
Electronic Bid Only: In lieu of completing the above section of the Contract Performance Bond, the Principal shall file an Electronic Bid Bond when bidding electronically. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the Commonwealth of Virginia under the same conditions of the bid bond as shown above.

Electronic Bid Bond ID# Company/Bidder Name Signature and Title
**Attach copy of Power of Attorney

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of July, A.D. 2017.

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



Michael P. Bond

By: *Michael P. Bond*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 30th day of July, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



2018

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of January, 20 18.



Michael C. Fay

Michael C. Fay
Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Email: reportsfclaims@zurichna.com
1-800-626-4577

4.8.6

SWORN STATEMENTS



SR 29/I-276 New Interchange, Great Valley, PA



I-95/Contee Road New Interchange, Laurel, MD



Saintsbury Drive Roundabout, Fairfax, VA



I-581/Elm Avenue Interchange Modifications, Roanoke, VA



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: Warrenton Southern Interchange

FHWA: STP-032-7(032)

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

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

Signed at Henrico (Glen Allen), VIRGINIA, this 16th day of January, 20 18
County (City), STATE

Allan Myers VA, Inc.
(Name of Firm)

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

STATE of VIRGINIA

COUNTY (CITY) of HENRICO (Glen Allen)

To-wit:

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

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 16th day of January, 20 18

[Signature]
Notary Public

My Commission expires October 31, 2021

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: **Warrenton Southern Interchange**

FHWA: **STP-032-7(032)**

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

| NAME | Location of Principal Office |
|---------------|---|
| <u>VTCA</u> | <u>620 Moorefield Park Dr., Ste 120; Richmond, VA</u> |
| <u>HCCA</u> | <u>8424 Quarry Rd, Ste 201; Manassas, VA</u> |
| <u>HRUHCA</u> | <u>3105 Western Branch Blvd, Ste 5C; Chesapeake</u> |

2. I (we) have X, 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 X, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

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

Signed at Henrico (Glen Allen), VIRGINIA, this 16 day of January, 20 18
County (City), STATE

Allan Myers VA, Inc.

(Name of Firm)

By: 

(Signature)

Vice President / GM

Title (print)

STATE of VIRGINIA

COUNTY (CITY) of HENRICO (Glen Allen)

To-wit:

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

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 16th day of January, 20 18
My Commission expires October 31, 2021


Notary Public





ALLAN MYERS
301 CONCOURSE BLVD.
SUITE 300,
GLEN ALLEN, VA 23059
804-290-8500



KCI TECHNOLOGIES
936 RIDGEBROOK ROAD
SPARKS, MD 21152
410-316-7800



WALLACE MONTGOMERY
8150 LEESBURG PIKE
SUITE 403
VIENNA, VA 22182
571-395-8100