

ELECTRONIC SUBMISSION

PRICE PROPOSAL

I-81 WIDENING MM 136.6 TO MM 141.8

ROANOKE COUNTY AND CITY OF SALEM, VIRGINIA

State Project No.: 0081-080-946, P101, R201, C501, B677, B678, B681, B682, B683, B684, B685, B686, B687, B688

Federal Project No.: NHPP-0812 (330)

Contract ID Number: C00116203DB108



MARCH 30, 2021



Joint Venture

in association with Lead Designer



ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: I-81 Widening MM 136.6 to MM 141.8
Contract ID Number: C00116203DB108**

➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.78.1)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.78.2, 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 4.78.3**
 - 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 4.78.6(a) and 4.78.6(b))**
 - Price Proposal in a single cohesive Adobe PDF file**
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TAB 1

Cost Breakdown Summary (Attachment 4.7.1)

ATTACHMENT 4.7.1

PRICE PROPOSAL FORM


4.7.1 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>15,800,000.00</u>
Construction Services (exclude QA/QC), LS	\$ <u>170,550,000.00</u>
Quality Assurance (QA) (Construction), LS	\$ <u>7,500,000.00</u>
Quality Control (QC) (Construction), LS	\$ <u>9,000,000.00</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): Two hundred two million eight hundred fifty thousand dollars and no cents (\$ 202,850,000.00)

Signature:  Date: 3/29/21
Design-Builder: BRANCH - ORDERS JOINT VENTURE
Vendor No.: JVD97



TAB 2

Schedule of Items

Attachment 4.7.2

State Project 0081-080-946

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: 3/30/2021

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
25591	DESIGN SERVICES		1	LS	\$ 15,800,000.00
25593	QUALITY ASSURANCE (QA)		1	LS	\$ 7,500,000.00
25595	QUALITY CONTROL (QC)		1	LS	\$ 9,000,000.00
25575	PROJECT MANAGEMENT		1	LS	\$ 17,000,000.00
85130	BONDS AND INSURANCES		1	LS	\$ 3,100,000.00
00100	MOBILIZATION		1	LS	\$ 5,600,000.00
00101	CONSTRUCTION SURVEYING		1	LS	\$ 1,150,000.00
25565	PROGRESS SCHEDULE BASELINE		1	LS	\$ 250,000.00
25567	PROGRESS SCHEDULE UPDATES		55	EA	\$ 275,000.00
25596	PROJECT STAKEHOLDER AND PUBLIC OUTREACH		1	LS	\$ 182,041.00
25597	ENVIRONMENTAL MITIGATION		1	LS	\$ 500,000.00
70093	RIGHT OF WAY ACQUISITION SERVICES		1	LS	\$ 600,000.00
25508	FIELD OFFICE		55	MO	\$ 907,500.00
00110	CLEARING AND GRUBBING		1	LS	\$ 850,000.00
24430	DEMOLITION OF PAVEMENT FLEXIBLE	F	100,000	SY	\$ 750,000.00
68576	SAWCUTTING		122,450	LF	\$ 244,900.00
27275	CONSTRUCTION ENTRANCE		30	EA	\$ 450,000.00
27505	TEMP. SILT FENCE TYPE A		30,000	LF	\$ 75,000.00
27410	CHECK DAM(ROCK) TY. I		470	EA	\$ 199,750.00
27415	CHECK DAM(ROCK) TY. II		740	EA	\$ 259,000.00
27451	INLET PROTECTION , TYPE A		44	EA	\$ 14,080.00
27504	INLET PROTECTION , TYPE B		170	EA	\$ 66,300.00
27471	INLET PROTECTION, TYPE C		11	EA	\$ 4,290.00
27275	TEMP. SLOPE INTERRUPTOR, EC-15		13,756	LF	\$ 192,584.00
27430	SILTATION CONTROL EXCAVATION		4,000	CY	\$ 60,000.00
27440	MOWING		1,500	HR	\$ 112,500.00
09250	TEMPORARY SLOPE DRAIN		2,500	LF	\$ 90,000.00
27345	DIVERSION DIKE		4,300	LF	\$ 12,900.00
27340	TEMP. DIVERSION CHANNEL EXCAVATION		1,919	LF	\$ 42,218.00
27340	PERMANENT DIVERSION CHANNEL		420	LF	\$ 9,765.00
27318	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 1		10,100	SY	\$ 20,200.00
27320	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 3		1,230	SY	\$ 4,305.00
27325	ROLLED EROSION CTRL PRODUCT EC-3 TYPE 1		2,111	SY	\$ 8,444.00
27319	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 2		5,000	SY	\$ 10,000.00
09150	EROSION CONTROL STONE CLASS I, EC-1		710	TN	\$ 56,800.00
09152	EROSION CONTROL STONE CLASS II, EC-1		225	TN	\$ 21,825.00
26119	DRY RIPRAP CL.I 18"		100	TN	\$ 8,000.00
27580	TEMP. SEDIMENT TRAPS		21	EA	\$ 121,170.00
27422	DEWATERING BASIN		20	EA	\$ 58,000.00
27325	SOIL STAB. MAT EC-3, TYPE A		5,000	SY	\$ 18,750.00
25570	EROSION CONTROL MAINTENANCE		1	LS	\$ 1,750,000.00
00120	REGULAR EXCAVATION	F	230,126	CY	\$ 6,558,591.00
27013	TOPSOIL CLASS A		22,634	CY	\$ 452,680.00
27545	STORM WATER MAN. BASIN EXCAVATION	F	70,022	CY	\$ 1,260,396.00
85003	UNDERCUT EXCAVATION	F	46,311	CY	\$ 5,094,210.00
10027	SOIL MANIPULATION		58,949	SY	\$ 707,388.00
01156	STORM SEWER PIPE 15"		9,055	LF	\$ 615,740.00
01186	STORM SEWER PIPE 18"		7,256	LF	\$ 544,200.00
01246	STORM SEWER PIPE 24"		7,460	LF	\$ 731,080.00
01306	STORM SEWER PIPE 30"		1,113	LF	\$ 155,820.00
01366	STORM SEWER PIPE 36"		130	LF	\$ 26,000.00
01486	STORM SEWER PIPE 48"		704	LF	\$ 204,160.00
	STORM SEWER PIPE 54"		94	LF	\$ 48,880.00
01660	STORM SEWER PIPE 66"		50	LF	\$ 21,500.00
01420	CORRUGATED METAL PIPE 42"		20	LF	\$ 9,400.00

Attachment 4.7.2

State Project 0081-080-946

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: 3/30/2021

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
01241	JACKED & BORED 24" PIPE		1,279	LF	\$ 1,918,500.00
01301	JACKED & BORED 30" PIPE		521	LF	\$ 781,500.00
01361	JACKED & BORED 36" PIPE		172	LF	\$ 344,000.00
01421	JACKED & BORED 42" PIPE		220	LF	\$ 462,000.00
01481	JACKED & BORED 48" PIPE		396	LF	\$ 1,188,000.00
01541	JACKED & BORED 54" PIPE		216	LF	\$ 756,000.00
06151	15" END SECTION ES-1		1	EA	\$ 820.00
06180	18" END SECTION ES-1 OR 2		4	EA	\$ 3,720.00
06240	24" END SECTION ES-1 OR 2		9	EA	\$ 9,990.00
06301	30" END SECTION ES-1		1	EA	\$ 1,560.00
06750	DROP INLET DI-2B, L=10'		5	EA	\$ 34,550.00
08190	DROP INLET DI-10H TY.I,L=10'		127	EA	\$ 938,530.00
08199	DROP INLET DI-10H TY.II,L=10'		19	EA	\$ 111,150.00
08193	DROP INLET DI-10H TY.I,L=16'		4	EA	\$ 32,600.00
08195	DROP INLET DI-10H TY.I,L=20		11	EA	\$ 170,500.00
08204	DROP INLET DI-10H TY.II,L=20		3	EA	\$ 17,550.00
08222	DROP INLET DI-10I TY.I,L=10		4	EA	\$ 19,120.00
08224	DROP INLET DI-10I TY.I,L=14		1	EA	\$ 5,010.00
08962	DROP INLET DI-13 TY. I		4	EA	\$ 20,600.00
08990	MODIFIED DROP INLET DI-10H TY II L=10		4	EA	\$ 24,440.00
08990	MODIFIED DROP INLET DI-10H TY II L=20		1	EA	\$ 6,110.00
07506	DROP INLET DI-5		29	EA	\$ 221,850.00
07508	DROP INLET DI-7		4	EA	\$ 23,560.00
07510	DROP INLET DI-7A		6	EA	\$ 35,760.00
07512	DROP INLET DI-7B		1	EA	\$ 6,710.00
09056	MANHOLE MH-1 OR 2		345	LF	\$ 227,700.00
09057	FRAME & COVER MH-1		33	EA	\$ 20,460.00
02112	JUNCTION BOX, JB-1		5	EA	\$ 112,000.00
27550	SWM-1		21	EA	\$ 1,680,000.00
00525	CONCRETE CLASS A3 MISC.		211	CY	\$ 257,420.00
00540	REINFORCING STEEL		9,975	LB	\$ 9,975.00
09125	ENERGY DISSIPATOR EG-1		5	EA	\$ 14,000.00
00588	UNDERDRAIN UD-4		11,500	LF	\$ 138,000.00
00590	COMB. UNDERDRAIN CD-1		900	LF	\$ 20,700.00
00591	COMB. UNDERDRAIN CD-2		1,400	LF	\$ 32,200.00
00212	MINOR STRUCTURE EXCAV. BOX CULVERT		24	CY	\$ 12,000.00
00522	CONC. CL. A4 BOX CULVERT		36	CY	\$ 79,200.00
00520	NS BOX CULVERT		1	EA	\$ 23,000.00
00595	OUTLET PIPE		1,250	LF	\$ 28,750.00
00596	ENDWALL EW-12		50	EA	\$ 36,000.00
00529	FLOWABLE FILL		511	CY	\$ 132,860.00
02090	CLEAN OUT EXISTING PIPES		2,600	LF	\$ 11,960.00
02090	REPAIR EXISTING PIPES		1,200	LF	\$ 600,000.00
02090	REMOVE EXISTING PIPES		1,200	LF	\$ 68,400.00
12030	STD. CURB CG-3		1,288	LF	\$ 36,064.00
12020	STD. CURB CG-2		475	LF	\$ 13,300.00
12322	ASPHALT CONC. CURB TY. MC-3B, 3C		13,501	LF	\$ 378,028.00
10499	ASPHALT CONCRETE TY. MC-4	F, P	7,722	SY	\$ 169,884.00
13421	MEDIAN BARRIER MB-3		2,500	LF	\$ 87,500.00
13478	NS MEDIAN BARRIER		43,893	LF	\$ 10,314,855.00
16240	AGGR. MATL. NO.78		19,750	TN	\$ 750,500.00
09185	PAVED DITCH PG-2A		7,735	SY	\$ 1,237,600.00
09225	PAVED FLUME PG-4		600	SY	\$ 150,000.00
09247	PAVED FLUME PG-7		13	SY	\$ 4,680.00
00355	GEOTEXTILE SUBGRADE STABILIZATION		201,641	SY	\$ 201,641.00

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State Project 0081-080-946

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Date: 3/30/2021

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10065	AGGR. MATL. NO. 1	F	101,616	TON	\$ 3,150,096.00
10100	AGGR. BASE MATL. NO. 21B	F	76,493	TON	\$ 2,294,790.00
10636	ASPHALT CONC.TY. SM-9.5D	F, P	15,057	TON	\$ 2,107,980.00
10653	STONE MATRIX ASPHALT SMA-12.5 64E-22	F, P	25,537	TON	\$ 4,545,586.00
10611	ASPHALT CONC. TY. IM-19.0D	F, P	56,809	TON	\$ 6,533,035.00
10643	ASPH. CONC. TY. BM-25.0D	F, P	147,008	TON	\$ 16,170,880.00
16325	ASPH. CONC. TY. BM-25.0E	F, P	13,096	TON	\$ 1,702,480.00
10628	FLEXIBLE PAVEMENT PLANING 0"-2"	F	114,000	SY	\$ 456,000.00
10629	FLEXIBLE PAVEMENT PLANING 2"-4"	F	14,697	SY	\$ 117,576.00
10630	FLEXIBLE PAVEMENT PLANING ABOVE 4"	F	54,567	SY	\$ 709,371.00
10700	RUMBLE STRIP, ASPHALT		103,000	LF	\$ 72,100.00
10701	LIQUID ASPHALT RUMBLE STRIP COATING		17,240	SY	\$ 75,856.00
13280	GUARDRAIL GR-MGS1		21,482	LF	\$ 526,309.00
13281	GUARDRAIL GR-MGS1A		25	LF	\$ 1,000.00
13286	GUARDRAIL TERMINAL GR-MGS2		37	EA	\$ 111,000.00
13287	GUARDRAIL END ANCHORAGE GR-MGS3		24	EA	\$ 24,000.00
13288	GUARDRAIL HEIGHT TRANSITION GR-MGS4		5	EA	\$ 5,000.00
13310	GUARDRAIL TERMINAL GR-6 NCHRP 350		216	LF	\$ 30,240.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY.I		3	EA	\$ 7,980.00
13393	FIXED OBJECT ATTACH. GR-FOA-2 TY.II		2	EA	\$ 1,680.00
13394	FIXED OBJECT ATTACH. GR-FOA-5		46	EA	\$ 173,420.00
13606	IMPACT ATTEN. STD. IA-2, TL-2<40 MPH DES.SP.		3	EA	\$ 69,000.00
13607	IMPACT ATTEN. STD. IA-1, TL-3>=40 MPH DES.SP.		13	EA	\$ 416,000.00
21110	MEDIAN STRIP MS-1A		870	SY	\$ 156,600.00
22511	FENCE FE-W2		12,000	LF	\$ 324,000.00
13530	RETAINING WALL RW-3	F	1,362	CY	\$ 1,021,500.00
	RETAINING WALL EXCAVATION		11,264	CY	\$ 247,808.00
13570	NS RETAINING WALL		21,090	SF	\$ 2,109,000.00
13750	SOUND WALL COLOR COATING		762,714	SF	\$ 2,669,499.00
13752	STR. MOUNTED SOUND BARR. WALL ABSORPTIVE		3,840	SF	\$ 307,200.00
13755	SOUND BARRIER WALL ABSORPTIVE		352,570	SF	\$ 13,397,660.00
25003	HANDRAIL HR-1 TYPE II		1,050	LF	\$ 157,500.00
27101	TEMPORARY SEED		5,026	LB	\$ 60,312.00
27102	REGULAR SEED		8,860	LB	\$ 79,740.00
27103	OVERSEEDING		7,088	LB	\$ 31,896.00
27104	LEGUME SEED		2,522	LB	\$ 55,484.00
27105	LEGUME OVERSEEDING		1,580	LB	\$ 34,760.00
27111	HYDRAULIC EROSION CONTROL PRODUCT TYPE 2		544,560	SY	\$ 272,280.00
27112	HYDRAULIC EROSION CONTROL PRODUCT TYPE 3		379,746	SY	\$ 379,746.00
27284	EROSION CONTROL MULCH		15,828	SY	\$ 7,914.00
27230	FERTILIZER N-EL		4,806	LB	\$ 7,209.00
27231	FERTILIZER P		6,596	LB	\$ 9,894.00
27232	FERTILIZER K		3,298	LB	\$ 4,947.00
27250	LIME		226	TON	\$ 65,540.00
38952	NS LANDSCAPE		2	AC	\$ 487,500.00
24265	MAINTENANCE OF TRAFFIC		1	LS	\$ 7,500,000.00
24100	ALLAYING DUST		2,500	HR	\$ 300,000.00
54032	TYPE B CLASS I PVMT LINE MRKG 4"		21,000	LF	\$ 14,700.00
54034	TYPE B CLASS I PVMT LINE MRKG 6"		101,300	LF	\$ 86,105.00
54037	TYPE B CLASS I PVMT LINE MRKG 8"		13,700	LF	\$ 17,810.00
54042	TYPE B CLASS I PVMT LINE MRKG 24"		400	LF	\$ 8,900.00
54075	TY.B CL VI PAVE. LINE MARK. 4"		800	LF	\$ 3,600.00
54076	TY.B CL VI PAVE. LINE MARK. 6"		130,000	LF	\$ 611,000.00
54077	TY.B CL VI PAVE. LINE MARK. 8"		2,400	LF	\$ 16,800.00
54078	TY.B CL VI PAVE. LINE MARK. 12"		6,000	LF	\$ 57,000.00



TAB 3

Proposed Monthly Payment Schedule

I-81 Widening Design Build

State Project 0081-080-946

I-81 MM 136 to MM 141

PROPOSED MONTHLY PAYMENT SCHEDULE

Period Ending (Month)	Projected Monthly Total:	Projected Cumulative Total:
June 2021	\$3,703,217	\$3,703,217
July 2021	\$1,827,929	\$5,531,146
August 2021	\$1,827,929	\$7,359,075
September 2021	\$2,749,405	\$10,108,480
October 2021	\$4,840,922	\$14,949,403
November 2021	\$4,439,170	\$19,388,573
December 2021	\$3,437,379	\$22,825,951
January 2022	\$3,437,379	\$26,263,330
February 2022	\$3,437,379	\$29,700,708
March 2022	\$3,440,097	\$33,140,805
April 2022	\$3,764,409	\$36,905,214
May 2022	\$3,790,535	\$40,695,750
June 2022	\$4,169,996	\$44,865,746
July 2022	\$4,549,457	\$49,415,203
August 2022	\$4,549,457	\$53,964,660
September 2022	\$4,808,765	\$58,773,425
October 2022	\$4,399,030	\$63,172,455
November 2022	\$3,940,378	\$67,112,834
December 2022	\$3,940,378	\$71,053,212
January 2023	\$3,940,378	\$74,993,590
February 2023	\$3,940,378	\$78,933,969
March 2023	\$3,940,378	\$82,874,347
April 2023	\$3,940,378	\$86,814,726
May 2023	\$3,940,378	\$90,755,104
June 2023	\$3,940,378	\$94,695,482
July 2023	\$3,940,378	\$98,635,861
August 2023	\$3,940,378	\$102,576,239
September 2023	\$3,940,378	\$106,516,618
October 2023	\$3,940,378	\$110,456,996
November 2023	\$3,940,378	\$114,397,374
December 2023	\$4,162,324	\$118,559,699
January 2024	\$4,217,811	\$122,777,509
February 2024	\$4,217,811	\$126,995,320
March 2024	\$4,217,811	\$131,213,131
April 2024	\$4,217,811	\$135,430,941
May 2024	\$4,217,811	\$139,648,752
June 2024	\$4,217,811	\$143,866,563
July 2024	\$4,217,811	\$148,084,374
August 2024	\$4,217,811	\$152,302,184
September 2024	\$4,217,811	\$156,519,995
October 2024	\$4,217,811	\$160,737,806
November 2024	\$4,217,811	\$164,955,616
December 2024	\$4,184,329	\$169,139,946
January 2025	\$4,160,315	\$173,300,261
February 2025	\$4,160,315	\$177,460,576
March 2025	\$4,160,315	\$181,620,891
April 2025	\$4,070,356	\$185,691,246
May 2025	\$3,168,832	\$188,860,079
June 2025	\$2,813,174	\$191,673,253
July 2025	\$2,340,566	\$194,013,819
August 2025	\$1,636,331	\$195,650,150
September 2025	\$1,614,275	\$197,264,425
October 2025	\$1,614,275	\$198,878,700
November 2025	\$1,614,275	\$200,492,975
December 2025	\$978,401	\$201,471,375
January 2026	\$921,818	\$202,393,194
February 2026	\$456,806	\$202,850,000
		\$202,850,000.00



TAB 4

Price Adjustment Forms for Fuel and Asphalt

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

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

October 28, 2020

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

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

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

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

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

Where: A = Asphalt Adjustment Dollar Amount
Q = Quantity of Asphalt Material put in place during the month
%AC = % of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula
IC = Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

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

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

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

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

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

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

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

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

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

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

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

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10417	Tack Coat	Gal	310
10420	Blotted Seal Coat Ty. B	Sy	ATTD
10422	Blotted Seal Coat Ty. C	Sy	ATTD
10423	Blotted Seal Coat Ty. C-1	Sy	ATTD
10424	Blotted Seal Coat Ty. D	Sy	ATTD
10598	NS Asphalt Concrete	Ton	315
10603	Asphalt Concrete Ty. SM-19.0A	Ton	315
10604	Asphalt Concrete Ty. SM-19.0D	Ton	315
10605	Asphalt Concrete Ty. SM-19.0E (64E)	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10614	Asphalt Concrete Ty. IM-19.0E (64E)	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	317
10701	Liquid Asphalt Coating	Sy	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	Sy	ATTD
16120	Emul. Asph. Slurry Seal Type B	Sy	ATTD
16130	Emul. Asph. Slurry Seal Type C	Sy	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD

16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16326	Asphalt Concrete Ty. SM-4.75A	Ton	315
16327	Asphalt Concrete Ty. SM-4.75D	Ton	315
16328	Asphalt Concrete Ty. SM-4.75E	Ton	315
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
16364	Asphalt Concrete Ty. SM-19.0E (64E)		
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16371	Asphalt Concrete Ty. IM-19.0E (64E)		
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD

16502	Surf.Preparation & Restoration Type II	Ton	ATTD
16504	Surf.Preparation & Restoration Type III	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

**EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL
VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
OPTIONAL ADJUSTMENT FOR FUEL
DESIGN-BUILD PROJECTS**

June 26, 2018

In the event the Design-Builder elects to seek adjustment for fuel items designated in the Price Proposal/Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract.

The Design-Builder shall submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. The optional fuel item listing eligible for fuel adjustment is provided by the Department at this website: <http://www.virginiadot.org/business/const/resource.asp>. The listing on the web site also includes the corresponding fuel factor for each item. The fuel usage factor for each item is considered inclusive of all fuel usage.

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in the Schedule of Items those pay items and the associated quantities it chooses to have fuel adjustment applied to in its work packages. Items the Design-Builder claims in its application of payment for fuel adjustments must be properly designated in order to be considered for adjustment. Items not properly designated or left out of the Design-Builder's Schedule of Items shall not be considered for adjustment.

The monthly index price to be used in the administration of this provision will be calculated by the Department from the Diesel fuel prices published by the U. S. Department of Energy, Energy Information Administration on highway diesel prices, for the Lower Atlantic region. The monthly index price will be the price for diesel fuel calculated by averaging each of the weekly posted prices for that particular month.

For the purposes of this provision, the base index price will be calculated using the data from the month preceding the receipt of bids. The base index price will be posted by the Department at the beginning of the month for all bids received during that month.

The current index price will be posted by the Department and will be calculated using the data from the month preceding the particular estimate being vouchered for payment.

The current monthly quantity for eligible items of work selected by the Design-Builder for fuel adjustment in its work packages will be multiplied by the appropriate fuel factor to determine the gallons of fuel to be cost adjusted. The amount of adjustment per gallon will be the net difference between the current index price and the base index price. Computation for adjustment will be made as follows:

$$S = (E - B) QF$$

Where; S = Monetary amount of the adjustment (plus or minus)

B = Base index price

E = Current index price

Q = Quantity of individual units of work

F = Appropriate fuel factor

Adjustments will not be made for work performed beyond the original contract time limit unless the original time limit has been changed by an executed Work Order.

If new pay items are added to this contract by Work Order and they are listed in the Department's master listing of eligible items, the Work Order must indicate which of these individual items will be fuel adjusted; otherwise, those items will not be fuel adjusted. If applicable, designating which new pay items will be added for fuel adjustment must be determined during development of the Work Order and clearly shown on the Work Order form. The Base Index price on any new eligible pay items added by Work Order will be the Base Index price posted for the month in which bids were received for that particular project. The Current Index price for any new eligible pay items added by Work Order will be the Index price posted for the month preceding the estimate on which the Work Order is paid.

When quantities differ between the last monthly application of payment prepared upon final acceptance and the final application of payment, adjustment will be made using the appropriate current index for the period in which that specific item of work was last performed.

In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, eliminate or renegotiate the price for remaining portions of affected items of work.

Any amounts resulting from fuel adjustment will not be included in the total cost of work for determination of progress or for extension of contract time.

I elect to use this provision
 I elect not to use this provision

Date: 3/29/21
Signature: [Signature]
Design-builder: BARNETT - DEDERS JOINT VENTURE
Vendor No.: JV097

EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL
VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PRICE ADJUSTMENT FOR STEEL
DESIGN-BUILD PROJECTS

June 6, 2018

In the event the Design-Builder elects to seek adjustment for steel items designated in the Price Proposal/Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. If new pay items which involve steel are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in steel used on specific items of work identified in the Price Proposal/contract in accordance with this provision. Provided at the end of this provision is a master listing of standard bid items the Department has determined are eligible for steel price adjustment. Only items on this listing will be eligible for steel price adjustment. Generally, non-standard pay items will not be eligible for steel price adjustment unless such steel items are project-specific modifications of items normally eligible and the quantities present on the project constitute major items of the work. Inventoried materials from the listing of eligible items are specifically excluded for consideration. This provision also does not allow for price adjustment for embedded steel where the steel item is a component of the finished bid item and there is no separate or distinct payment for the steel item or for steel used for pre-tensioned or post-tensioned precast components where furnishing steel is included in the unit price of the finished bid item. This includes items such as (but not limited to) drop inlets, median barriers, sound barrier walls, bridge railing and parapets, are not eligible for consideration under this provision.

The requirements of this provision shall apply only to material cost changes that occur between the date of the opening of the Price Proposal and the date the material is shipped to the fabricator. To be eligible for this price adjustment, Design-Builder is required to fill out the accompanying Form for Price Adjustment for Eligible Steel Items on Design-Build Projects and submit the same with its Price Proposal for the Project. By signing the Form and submitting it with its Price Proposal Design-Builder declares its intention to participate in the price adjustment in its contract with the Department. For the purposes of this provision, the prices listed on the Form for Price Adjustment for Eligible Steel Items on Design-Build projects are fixed for cost and adjustment calculations regardless of quantities incorporated into final design. Further, in order for steel items to be eligible for adjustment, once shipped to the fabricator, the items shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by project for inspection and audit verification immediately upon arrival at the fabricator.

Design-Builder shall upon request furnish documentation supporting the price per pound for eligible steel items as shown on the Form for Price Adjustment for Eligible Steel Items on Design-Build Projects furnished with its Price Proposal. Design-Builder must use the format as shown with this Form; no other format for presenting this information will be permitted. Design-Builder shall certify that all items of documentation are original and were used in the computation of the price per pound amount for the represented eligible pay items for the month the Price Proposal was opened. This documentation shall support the base line material price ("Base Price") of the steel item only. Base price per pound shall not include the following cost components: fabrication, shipping, storage, handling, and erection.

Failure to submit all documentation required or requested supporting the per pound prices on eligible steel items will result in Design-Builder being ineligible for a price adjustment of any or all steel items.

Price adjustment of each qualifying item will only be considered if there is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price

when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. **Please note:** The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

Items under consideration for price adjustment will be compared to the steel category index items and the corresponding I.D. numbers shown in the table attached to the end of this provision.

The price adjustment will be determined by computing the percentage of change in index value beyond 10 percent above or below the index on the date of opening of Design-Builder's Price Proposal to the index value on the date the steel material is shipped to the fabricator (Please see included sample examples). Weights and date of shipment must be documented by a bill of lading provided to the Department. The final price adjustment dollar value will be determined by multiplying this percent increase or decrease in the index (after 10%) by the represented quantity of steel shipped, by the Base Price per pound subject to the limitations herein.

Price increase/decrease will be computed as follows:

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

- Where;
- A = Steel price adjustment in lump sum dollars
 - B = Average weighted price of steel submitted in Design-Builder's Price Proposal for project in price per pound as listed on the Form for Price Adjustment for Eligible Steel Items on Design-Build Project
 - P = Adjusted percentage change in PPI average from shipping date to date of opening of Price Proposal minus 10% (0.10) threshold
 - Q = Total quantity of steel in pounds shipped to fabricator for specific project

This price adjustment is capped at 60 percent. This means the maximum "P" value for increase or decrease that can be used in the above equation is 50% (60%-10% threshold).

Calculations for price adjustment shall be shown separate from the monthly progress payment for work packages and will not be included in the total cost of work for determination of progress or for extension of contract time.

Upon Department review and due process consideration for redress by Design-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.

Sample Calculation of a Price Adjustment (increase)

Project bid on April 28, 2004.

Project has 450,000 lb. of eligible structural steel.

Design Builder's *f.o.b. supplier price for structural steel submitted in the Price Proposal is \$0.2816 per pound.

*free on board

Adjusted** BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 139.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 161.1

Adjustment formula is as follows:

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

- Where;
- A = Steel price adjustment in lump sum dollars
 - B = Average weighted price of steel submitted in the Price Proposal for Design-Build project in \$ per pound
 - P = Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold
 - Q = Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds

$$B = \$0.2816$$

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

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

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

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

Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

Project has 450,000 lb. of eligible structural steel.

Design-Builder's *f.o.b. supplier price for structural steel submitted in the Price Proposal is \$0.2816 per pound.

*free on board

Adjusted BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 156.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 136.3

Adjustment formula is as follows:

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

- Where;
- A = Steel price adjustment in lump sum dollars
 - B = Average weighted price of steel submitted in the Price Proposal for Design-Build project in \$ per pound
 - P = Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold
 - Q = Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds

$$B = \$0.2816$$

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

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

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

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

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

June 8, 2018

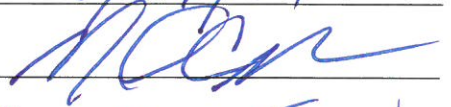
BLS Series I. D.

ITEM NUMBER	ITEM DESCRIPTION	UNITS	Number WPU used in \$ adjust.
00519	SHEET PILE, STEEL	SF	avg. 1017 & 101
00540	REINF. STEEL	LB	101704
00560	STRUCTURAL STEEL JB-1	LB	avg. 1017 & 101
11030	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
13545	REINF. STEEL	LB	101704
14502	REINFORCING STEEL	LB	101704
45522	4" STEEL ENCASE. PIPE	LF	101706
45532	6" STEEL ENCASE. PIPE	LF	101706
45562	16" STEEL ENCASE. PIPE	LF	101706
45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASEMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
60452	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
61700	REINF. STEEL	LB	101704
61704	CORROSION RESISTANT REINF. STEEL	LB	101704
61750	STRUCT. STEEL HIGH STRG. PLT. GIRDERS	LB	avg. 1017 & 101
61811	STR. STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61812	STR. STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61813	STR. STEEL PLATE GIRDER ASTM A709 GRADEHPS50W	LB	avg. 1017 & 101
61814	STR. STEEL PLATE GIRDER ASTM A709 GRADEHPS70W	LB	avg. 1017 & 101
61820	STR. STEEL ROLLED BEAM ASTM A709 GRADE 36	LB	avg. 1017 & 101
61821	STR. STEEL ROLLED BEAM ASTM A709 GRADE50	LB	avg. 1017 & 101
61822	STR. STEEL ROLLED BEAM ASTM A709 GRADE50W	LB	avg. 1017 & 101
61990	STEEL GRID FLOOR	SF	avg. 1017 & 101
64110	STEEL PILES 10"	LF	avg. 1017 & 101
64112	STEEL PILES 12"	LF	avg. 1017 & 101
64114	STEEL PILES 14"	LF	avg. 1017 & 101
64768	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101
64778	DRIVING TEST FOR 14" STEEL PILE	LF	avg. 1017 & 101
65200	REINF. STEEL	LB	101704
65204	CORROSION RESISTANT REINF. STEEL	LB	101704
68100	REINF. STEEL	LB	101704
68104	CORROSION RESISTANT REINF. STEEL	LB	101704
68107	STR. STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
68108	STR. STEEL PLATE GIRDER ASTM A709 GR50W	LB	avg. 1017 & 101
68109	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS50W	LB	avg. 1017 & 101
68110	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS70W	LB	avg. 1017 & 101
68112	STR. STEEL ROLLED BEAM ASTM A709 GR.36	LB	avg. 1017 & 101
68113	STR. STEEL ROLLED BEAM ASTM A709 GR.50	LB	avg. 1017 & 101
68114	STR. STEEL ROLLED BEAM ASTM A709 GR. 50W	LB	avg. 1017 & 101
68115	STRUCT. STEEL	LB	avg. 1017 & 101
68270	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
69060	SHEET PILES, STEEL	SF	avg. 1017 & 101

69100	REINF. STEEL	LB	101704
69104	CORROSION RESISTANT REINF. STEEL	LB	101704
69110	STEEL PILES 10"	LF	avg. 1017 & 101
69112	STEEL PILE 12"	LF	avg. 1017 & 101
69113	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101

I elect to use this provision
 I elect not to use this provision

Date: 3/29/21

Signature: 

Design-Builder: BRANCH-DODERS JOINT VENTURE

Vendor No.: JV 097



TAB 5
Proposal Guaranty (C-24)



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Branch-Orders Joint Venture As principal, and Federal 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 30th Day of March, 2021

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

PROJECT NUMBER: State Project No.: 0081-080-946, I-81 Widening MM 136.6 to MM 141.8
Federal Project No.: NHPP-0812(330)
Contract ID # C00116203DB108

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.

Branch-Orders Joint Venture
(Principal*)

By: [Signature]
(Officer, Partner or Owner) (Seal)

(Principal*)

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

(Principal*)

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

Federal Insurance Company
(Surety Company)

By: [Signature]
(Attorney-in-Fact**) (Seal)
Krystal L. Stravato, Attorney-In-Fact

202B Hall's Mill Road, Whitehouse Station, NJ 08889
(Address)

By: _____
(Surety Company)

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

By: _____
(Address)

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

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

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

**Attach copy of Power of Attorney

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

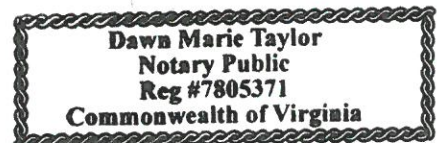
STATE OF Virginia

COUNTY OF Roanoke

ON THE 30th DAY OF March, 2021 BEFORE ME PERSONALLY APPEARED Michael Colbert TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Vice President OF Branch-Orders Joint Venture THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Dawnmarie Taylor
Notary Public



ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 30th DAY OF March, 2021 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Federal Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Sandy S James-Brown
Notary Public

Sandy S James-Brown
Notary Public - State of New Jersey
My Commission Expires Sep 19, 2021

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Thomas MacDonal, Krystal L. Stravato, Edward Reilly and Kevin T. Walsh Jr. of Whippany, New Jersey; Andrea E. Gorbort of Jericho, New York; Neil C. Donovan, and Gerard Leib of Berwyn, Pennsylvania -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 6th day of **October 2020**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 6th day of **October, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **March 30, 2021**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (429,780)	Outstanding Losses and Loss Expenses	\$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	<u>1,029,733</u>	Other Liabilities	<u>849,544</u>
TOTAL INVESTMENTS	<u>10,506,613</u>	TOTAL LIABILITIES	<u>11,474,327</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	<u>1,306,881</u>
Chubb Indemnity Ins. Co.	178,808	SURPLUS TO POLICYHOLDERS	<u>4,039,335</u>
Chubb National Ins. Co.	181,053		
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	<u>2,302,210</u>		
TOTAL ADMITTED ASSETS	<u>\$ 15,513,662</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 15,513,662</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2019, investments with a carrying value of \$508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Sworn before me this April 14, 2020
DocuSigned by:
John Taylor
D28C1F6D558A14 Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries



TAB 6

Sworn Statement Forms
(C104, C105, Attachments
4.7.6(a) and 4.7.6(b))

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: I-81 Widening MM 136.6 to MM 141.8

FHWA: NHPP-0812 (323)

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 Roanoke, VA, this 30th day of March, 20 21
County (City), STATE

Branch-Orders Joint Venture
(Name of Firm)

By: [Signature] VICE PRESIDENT
(Signature) Title (print)

STATE of Virginia

COUNTY (CITY) of Roanoke

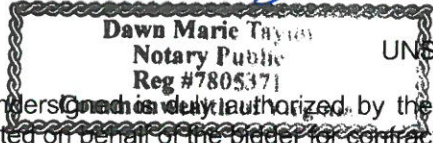
To-wit:

I Dawnmarie Taylor, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Michael Colbert

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 30th day of March, 20 21

Dawnmarie Taylor My Commission expires April 30, 2022
Notary Public



OR
UNSWORN DECLARATION

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

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

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

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: I-81 Widening MM 136.6 to MM 141.8

FHWA: NHPP-0812 (323)

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
N/A	

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.

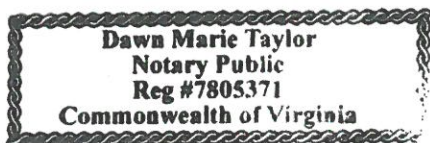
The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Roanoke, VA , this 30th day of March , 20 21
County (City), STATE
Branch-Orders Joint Venture By: [Signature] VICE PRESIDENT
(Name of Firm) (Signature) Title (print)
STATE of Virginia COUNTY (CITY) of Roanoke

To-wit:
I Dawnmarie Taylor , a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day Michael Colbert

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 30th day of March , 20 21
Dawnmarie Taylor My Commission expires April 30, 2022
Notary Public





in association with Lead Designer



Joint Venture



442 Rutherford Avenue, NE, Roanoke, VA 24016



540.982.1678



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