

Response to Request for Proposals

# I-64 CAPACITY IMPROVEMENTS - SEGMENT III

York County, Virginia

State Project Nos.: 0064-965-229, P-101, R-201, C-501, B-638, B-639, B-640, B-641, B-642, B-643, D-609, D-610, D-611

Federal Project No: NHPP-064-3 (498)

Contract ID No.: C00106689DB97

## PRICE PROPOSAL



SUBMITTED BY:



IN ASSOCIATION WITH:



**ATTACHMENT 4.0.1.2**

**DESIGN-BUILD PRICE PROPOSAL  
CHECKLIST**

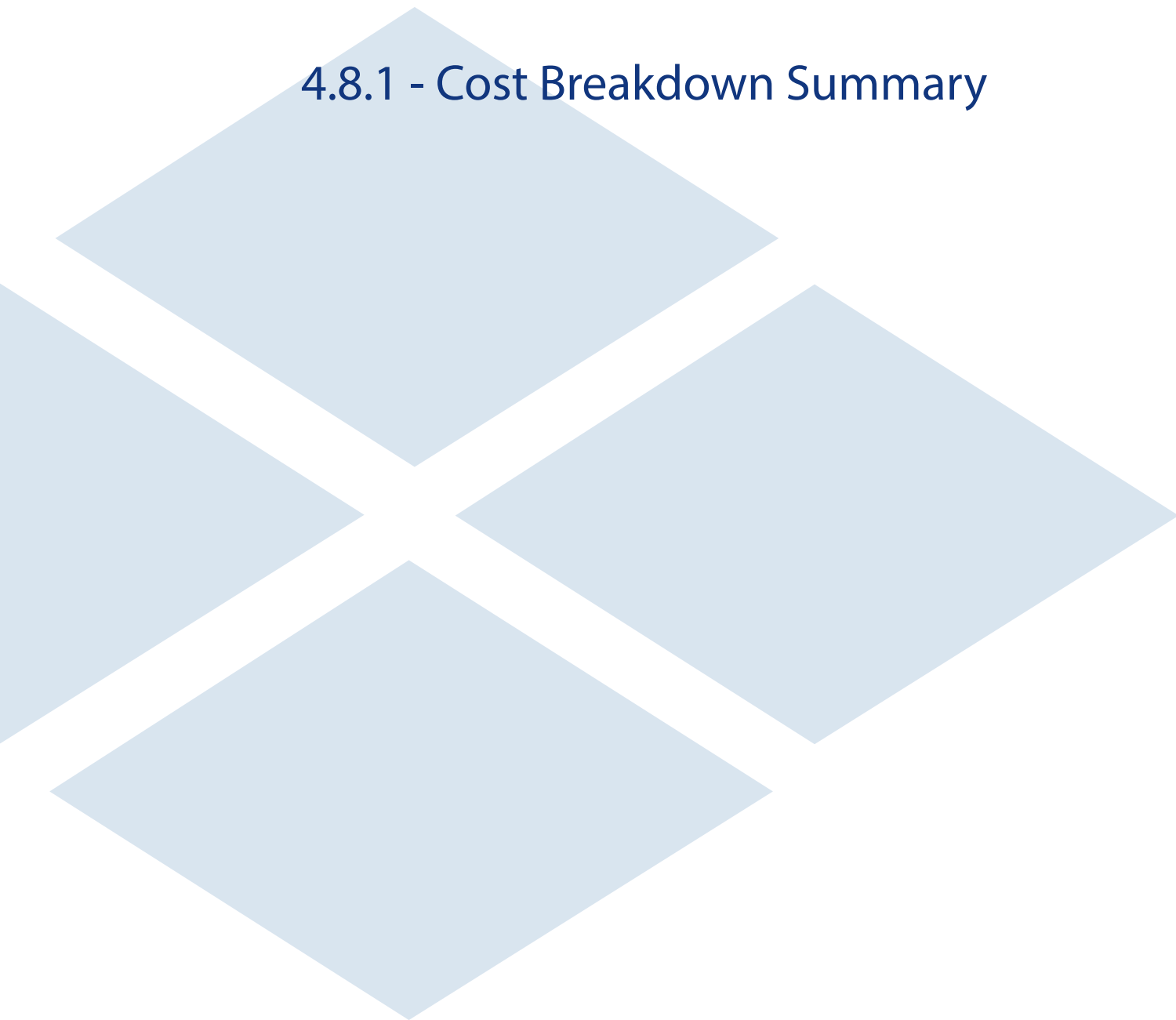
**Project Name: I-64 Capacity Improvements – Segment III  
Contract ID Number: C00106689DB97**

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➤ **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, Asphalt and Steel, 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**
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## 4.8.1 - Cost Breakdown Summary



**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;

Design Services, LS	\$ <u>14,000,000.00</u>
Construction Services (exclude QA/QC), LS	\$ <u>154,181,690.00</u>
Quality Assurance (QA) (Construction), LS	\$ <u>3,850,000.00</u>
Quality Control (QC) (Construction), LS	\$ <u>6,250,000.00</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): One hundred seventy eight million, two hundred eighty one thousand, six hundred ninety dollars. (\$ 178,281,690.00 )

Signature:  Date: October 24, 2017

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018

## 4.8.2 - Schedule of Items

**Attachment 4.8.2**  
**State Project 0064-965-229, Contract ID C00106689DB97**

**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: 10/24/2017

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
00100	MOBILIZATION		1.00	LS	\$8,900,000.00
00101	CONSTRUCTION SURVEYING (CONSTR.)		1.00	LS	\$650,000.00
00110	CLEARING AND GRUBBING		1.00	LS	\$2,800,000.00
00120	REGULAR EXCAVATION	(F)	563,705.00	CY	\$12,401,510.00
00525	CONCRETE CLASS A3 MISC.	(F)	485.00	CY	\$145,500.00
00529	FLOWABLE BACKFILL	(F)	800.00	CY	\$184,000.00
00588	UNDERDRAIN UD-4		187,060.00	LF	\$1,496,480.00
00590	COMB. UNDERDRAIN CD-1		600.00	LF	\$14,400.00
00591	COMB. UNDERDRAIN CD-2		720.00	LF	\$17,280.00
00595	OUTLET PIPE		15,600.00	LF	\$249,600.00
00596	ENDWALL EW-12		390.00	EA	\$195,000.00
00700	POST INSTALLATION INSPECTION		42,045.00	LF	\$294,315.00
01186	STORM SEWER PIPE 18"		9,445.00	LF	\$519,475.00
01246	STORM SEWER PIPE 24"		15,800.00	LF	\$1,185,000.00
01306	STORM SEWER PIPE 30"		7,600.00	LF	\$760,000.00
01361	JACKED & BORED 36" PIPE		1,300.00	LF	\$2,600,000.00
01366	STORM SEWER PIPE 36"		6,530.00	LF	\$783,600.00
01421	JACKED & BORED 42" PIPE		200.00	LF	\$500,000.00
01426	STORM SEWER PIPE 42"		2,220.00	LF	\$333,000.00
01486	STORM SEWER PIPE 48"		410.00	LF	\$82,000.00
01546	STORM SEWER PIPE 54"		40.00	LF	\$12,000.00
02091	NS PIPE FIELD CONNECTION		36.00	EA	\$108,000.00
06241	END SECTION ES-1		75.00	EA	\$120,000.00
07508	DROP INLET		175.00	EA	\$1,050,000.00
09056	MANHOLE MH-1 OR 2		40.00	EA	\$240,000.00
09149	EROS.CONTR.STONE CL. A1 EC-1	(F)	300.00	TON	\$30,000.00
09150	EROS.CONTR.STONE CL. I, EC-1	(F)	200.00	TON	\$20,000.00
10103	AGGR. BASE MATL. NO. 25 OR 26	(F)	3,800.00	TON	\$121,600.00
10026	6" CEMENT STAB. SUBGRADE @ 7%		432,705.00	SY	\$3,028,935.00
10062	ASPH.STAB. OPEN GRADED MATERIAL	(F&P)	69,215.00	TON	\$6,575,425.00
14380	12" FDR EX. SUBGRADE STAB. @ 5%		229,100.00	SY	\$1,603,700.00
10017	12" RECYCLED MTRLS @ 5%	(F)	201,050.00	TON	\$7,438,850.00
10498	NS PAVEMENT SAWCUT FULL DEPTH		87,800.00	LF	\$197,550.00
10655	ASPHALT CONCRETE TY. SMA-19.0	(F&P)	61,690.00	TON	\$5,922,240.00
10610	ASPHALT CONCRETE TY. IM-19.0A	(F&P)	40,935.00	TON	\$3,029,190.00
10628	FLEXIBLE PAVE.PLANING 0"-2"		10,000.00	SY	\$200,000.00
10653	ASPHALT CONCRETE TY. SMA-12.5	(F&P)	48,370.00	TON	\$5,223,960.00
10608	ASPHALT CONCRETE TY. SM-12.5A	(F&P)	31,245.00	TON	\$2,499,600.00
10642	ASPHALT CONCRETE TY. CCPRM	(F&P)	195,670.00	TON	\$12,718,550.00
10700	RUMBLE STRIP, ASPHALT	(F&P)	175,000.00	LF	\$52,500.00
12322	ASPHALT CURB MC-3B	(F&P)	8,800.00	LF	\$264,000.00
13315	GUARDRAIL TERMINAL GR-11		35.00	EA	\$43,750.00
13320	GUARDRAIL GR-MGS1		87,150.00	LF	\$1,895,512.50
13345	ALT.BREAKAWAY CABLE TERM.(GR-9)		35.00	EA	\$112,000.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		20.00	EA	\$64,000.00
13393	FIXED OBJECT ATTACH. GR-FOA-2 TY. II		27.00	EA	\$24,300.00

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
13462	MEDIAN BARRIER MB-7F		3,145.00	LF	\$330,225.00
13477	MEDIAN BARRIER MB-12C		1,410.00	LF	\$169,200.00
13462	MEDIAN BARRIER - PIER PROTECTION		1,020.00	LF	\$112,200.00
13610	IMPACT ATT.SER.TY.III(TL-3>45 MPH)		14.00	EA	\$420,000.00
13752	STR. MOUNTED SOUND BARRIER WALL		6,080.00	SF	\$437,760.00
13753	SOUND BARRIER WALL		89,220.00	SF	\$4,282,560.00
22645	PROJECT FENCING		12,200.00	LF	\$170,800.00
23560	TEMP. SAFETY FENCE 4'		5,000.00	LF	\$20,000.00
24160	CONSTRUCTION SIGNS		1,600.00	SF	\$96,000.00
10610	NS SHOULDER STRENGTHENING - ASPHALT	(F&P)	38,775.00	TON	\$3,877,500.00
24282	TRAFFIC CONTROL & MAINT.		1.00	LS	\$3,000,000.00
13496	TRAFFIC BARRIER SER. CONC. MB-10		1,210.00	LF	\$133,100.00
24290	TRAFFIC BARRIER SER. CONC.		59,350.00	LF	\$2,374,000.00
24360	NS SAFETY TOW WRECKER SERVICE		1.00	LS	\$1,175,000.00
24420	DEMO. OF PAVEMENT (RIGID)		85,740.00	SY	\$600,180.00
24430	DEMO. OF PAVEMENT (FLEXIBLE)		247,820.00	SY	\$1,486,920.00
24601	NS REMOVE EXIST. GUARDRAIL ...		42,500.00	LF	\$170,000.00
24801	NS REMOVE EXIST. DROP INLET ...		12.00	EA	\$24,000.00
25505	FIELD OFFICE TY.1 MODIFIED		36.00	MO	\$158,400.00
25561	FORMAL PARTNERING		1.00	LS	\$10,000.00
25565	PROGRESS SCHEDULE BASELINE		1.00	LS	\$150,000.00
25567	PROGRESS SCHEDULE UPDATES		1.00	LS	\$40,000.00
26119	DRY RIPRAP CL.1	(F)	5,200.00	TON	\$468,000.00
27022	RESPREAD TOPSOIL CL.A	(F)	31,280.00	CY	\$281,520.00
27102	SITE SEEDING		475,000.00	SY	\$831,250.00
27325	SOIL STAB. MAT EC-3		43,650.00	SY	\$349,200.00
27410	CHECK DAM, ROCK		330.00	EA	\$115,500.00
27422	DEWATERING BASIN		15.00	EA	\$187,500.00
27430	SILTATION CONTROL MAINT.		1.00	LS	\$700,000.00
27440	MOWING		1.00	LS	\$12,000.00
28884	REFORESTATION LANDSCAPING		1.00	LS	\$580,000.00
27451	INLET PROTECTION		265.00	EA	\$185,500.00
27526	TURBIDITY CURTAIN		800.00	LF	\$40,000.00
27505	TEMP. SILT FENCE (STD. & SUPER)		100,000.00	LF	\$400,000.00
27550	STORM WATER MAN.DRAIN.STR.SWM		15.00	EA	\$375,000.00
27580	TEMP. SEDIMENT TRAP		20.00	EA	\$48,000.00
29502	SWM POND PLANTING		11,600.00	SY	\$208,800.00
50108	SIGN PANEL - GROUND MNT		2,293.00	SF	\$642,040.00
50902	TRAFFIC SIGN O/H SIGN		1.00	LS	\$1,325,000.00
51425	TRAFFIC SIGNAL - RTE.143		1.00	LS	\$400,000.00
54075	TY.B CL.VI PAVE. LINE MARK.		223,800.00	LF	\$783,300.00
54079	TY.B CL.VI PAVE.LINE MARK. CONT		4,200.00	LF	\$18,900.00
54105	ERAD. OF EXIST.PAVE.MARKING		225,000.00	LF	\$112,500.00
54210	REM.EXIST.RAISED PAVE. MARKER		950.00	EA	\$11,875.00
54217	SNOW PLOW.RAISED PAVE.MARK.ASPH.CONC		2,385.00	EA	\$71,550.00
54218	SNOW PLOW.RAISED PAVE.MARK.HYD. CONC		90.00	EA	\$3,600.00
54552	CONSTR.PAVE.MARK.		431,500.00	LF	\$215,750.00
60404	CONCRETE CLASS A4	(F)	4,533.00	CY	\$4,419,675.00
60404	QUEENS CREEK TOOTH JOINTS ( 1 EACH END)		277.00	LF	\$664,800.00
NON-STD	QUEENS CREEK DECK DRAINAGE: SCUPPERS/DSPOUTS		26.00	EACH	\$41,600.00
60450	CONC. CL. A4 BRIDGE APPR. SLAB	(F)	468.00	CY	\$327,600.00
60452	REINF. STEEL BRIDGE APPR. SLAB		74,880.00	LB	\$131,040.00
60490	BRIDGE DECK GROOVING		13,560.00	SY	\$54,240.00
61232	PREST.CONC.BEAM,BULB-T OR I BEAM		168.00	EA	\$4,368,000.00
68162	LAKESHEAD REPLACE EXISTING BEARINGS		84.00	EACH	\$504,000.00

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
61703	CR REINF. STEEL SOILD STAINLESS		1,061,550.00	LF	\$3,715,425.00
62010	CONCRETE PARAPET		4,293.00	LF	\$708,345.00
64045	TEMP. SUPPORT OF EXCAVATION		10,810.00	SF	\$648,600.00
64011	STRUCTURE EXCAVATION	(F)	5,712.00	CY	\$742,560.00
64030	POUROUS BACKFILL FOR UD NOT SELECT ZONE)		1.00	LS	\$50,000.00
64036	PIPE UNDERDRAIN 6"		250.00	LF	\$3,500.00
64424	CONCRETE PILE 12-24"		27,926.00	LF	\$4,328,530.00
65013	CONCRETE CLASS A3	(F)	3,777.00	CY	\$4,721,250.00
65200	REINF. STEEL		472,369.00	LB	\$1,180,922.50
62020	BRIDGE: UTILITY & CONDUITS		1.00	LS	\$230,000.00
66115	CONSTRUCTION ACCESS QUEENS CREEK		1.00	LS	\$4,250,000.00
66740	CONCRETE SLAB SLOPE PROTECTION 4" LAKESHEAD		660.00	SY	\$66,000.00
26119	RIPRAP SLOPE PROTECTION AT QUEENS CREEK	(F)	830.00	SY	\$74,700.00
70000	PROJECT WIDE DEMO		1.00	LS	\$250,000.00
NON-STD	MASONRY WORK (NEW) SOFFITT AND FACADES COLONIAL		1.00	LS	\$1,000,000.00
68320	BRIDGE REPAIR: TY.B PATCHING		150.00	SY	\$45,000.00
68330	BRIDGE REPAIR: TY.C PATCHING		20.00	SY	\$12,000.00
68600	BRIDGE REPAIR: CONC.SURF.REPAIR SUPERSTRUCTURE		380.00	SY	\$228,000.00
68631	BRIDGE REPAIR: SUPER.STR TY.B CRACK REPAIR		680.00	LF	\$37,400.00
69500	BRIDGE REPAIR: CONC.SURF.REPAIR SUBSTRUCTURE		50.00	SY	\$40,000.00
68631	BRIDGE REPAIR: SUB.STR TY.B CRACK REPAIR		1,675.00	LF	\$58,625.00
68162	BRIDGE REPAIR: RECON. BRIDGE SEATS		12.00	EA	\$90,000.00
68000	BRIDGE REPAIR: SLAB SLOPE PROT. REPLACEMENT		159.00	SY	\$47,700.00
68000	BRIDGE REPAIR: SLOPE PROT. CRACK SEALING		700.00	LF	\$38,500.00
68600	BRIDGE REPAIR: RESTORATION EX. MASONRY		2.00	EA	\$800,000.00
85140	BOX CULVERT REPAIR: SURF.REPAIRS		95.00	SY	\$133,000.00
85140	BOX CULVERT REPAIR: CRACK REPAIRS EXPOXY		7,085.00	LF	\$247,975.00
85140	PIPE REPAIRS PER PIPEVISION REPORT		2,050.00	LF	\$461,250.00
62510	ELECT. OPERATING EQUIP. ITS		1.00	LS	\$2,000,000.00
40012	UTILITY RELOCATION		1.00	LS	\$350,000.00
70093	DESIGN BUILD RIGHT OF WAY		1.00	LS	\$300,000.00
25595	QA TESTING		1.00	LS	\$3,850,000.00
25595	QC TESTING		1.00	LS	\$6,250,000.00
28800	WETLAND MITIGATION		1.00	LS	\$2,500,000.00
25591	DESIGN BUILD ENGINEERING		1.00	LS	\$14,000,000.00
			<b>TOTAL</b>		<b>\$178,281,690.00</b>

<sup>1</sup> 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

### Monthly Payment Schedule

Period Ending (Month)	Projected Monthly Total:	Projected Cumulative Total:
December 2017	\$ 100,000	\$ 100,000
January 2018	\$ 2,170,000	\$ 2,270,000
February 2018	\$ 2,200,000	\$ 4,470,000
March 2018	\$ 2,389,000	\$ 6,859,000
April 2018	\$ 3,300,000	\$ 10,159,000
May 2018	\$ 2,966,000	\$ 13,125,000
June 2018	\$ 7,649,000	\$ 20,774,000
July 2018	\$ 6,447,000	\$ 27,221,000
August 2018	\$ 1,544,000	\$ 28,765,000
September 2018	\$ 2,717,000	\$ 31,482,000
October 2018	\$ 4,475,000	\$ 35,957,000
November 2018	\$ 2,629,000	\$ 38,586,000
December 2018	\$ 4,075,000	\$ 42,661,000
January 2019	\$ 4,070,000	\$ 46,731,000
February 2019	\$ 3,348,933	\$ 50,079,933
March 2019	\$ 4,383,000	\$ 54,462,933
April 2019	\$ 7,858,900	\$ 62,321,833
May 2019	\$ 7,673,000	\$ 69,994,833
June 2019	\$ 7,266,000	\$ 77,260,833
July 2019	\$ 7,632,000	\$ 84,892,833
August 2019	\$ 4,392,000	\$ 89,284,833
September 2019	\$ 5,167,000	\$ 94,451,833
October 2019	\$ 6,814,000	\$ 101,265,833
November 2019	\$ 6,243,000	\$ 107,508,833
December 2019	\$ 3,842,000	\$ 111,350,833
January 2020	\$ 4,721,000	\$ 116,071,833
February 2020	\$ 2,882,000	\$ 118,953,833
March 2020	\$ 4,369,000	\$ 123,322,833
April 2020	\$ 5,507,000	\$ 128,829,833
May 2020	\$ 5,029,000	\$ 133,858,833
June 2020	\$ 6,215,000	\$ 140,073,833
July 2020	\$ 6,066,000	\$ 146,139,833
August 2020	\$ 5,112,000	\$ 151,251,833
September 2020	\$ 6,376,000	\$ 157,627,833
October 2020	\$ 4,649,000	\$ 162,276,833
November 2020	\$ 3,659,000	\$ 165,935,833
December 2020	\$ 3,539,000	\$ 169,474,833
January 2021	\$ 1,250,000	\$ 170,724,833
February 2021	\$ 1,065,760	\$ 171,790,593
March 2021	\$ 2,441,000	\$ 174,231,593
April 2021	\$ 1,957,743	\$ 176,189,336
May 2021	\$ 1,223,300	\$ 177,412,636
June 2021	\$ 869,054	\$ 178,281,690
July 2021	\$ -	\$ 178,281,690
	<b>\$ 178,281,690.00</b>	



## 4.8.4 - Adjustments to Asphalt and Fuel

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

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

August 9, 2013

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 64-22 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.

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. Ruffilling	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

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

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

June 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: October 24, 2017

Signature: 

Design-builder: Shirley Contracting Company, LLC

Vendor No.: S018

**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: C00106689DB97

DISTRICT: Hampton Roads

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 \$ 522.86 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: October 24, 2017

SIGNATURE: \_\_\_\_\_

Shirley Contracting Company, LLC  
(Firm or Corporation)

S018

(Vendor No.)



## 4.8.5 - Proposal Guaranty

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

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

SIGNED, sealed and dated this 24TH Day of OCTOBER, 20 17

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

PROJECT NUMBER: CONTRACT ID NUMBER: C00106689DB97 A DESIGN-BUILD PROJECT  
I-64 CAPACITY IMPROVEMENTS - SEGMENT III FROM:  
1.15 MILES WEST OF ROUTE 199 (LIGHTFOOT) TO: 1.05  
MILES WEST OF ROUTE 199 (HUMELSINE PARKWAY)  
YORK COUNTY, VIRGINIA

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

SHIRLEY CONTRACTING COMPANY, LLC  
\_\_\_\_\_  
(Principal\*)  
By: \_\_\_\_\_  
(Officer, Partner or Owner) (Seal)

Michael E. Post President/CEO/Manager  
\_\_\_\_\_  
(Principal\*)

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

\_\_\_\_\_  
(Principal\*)

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
\_\_\_\_\_  
(Surety Company)

By: \_\_\_\_\_  
KAREN C. BOWLING, (Attorney-in-Fact\*\*) (Seal)

ONE TOWER SQUARE, HARTFORD, CT 06183  
\_\_\_\_\_  
(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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232261

Certificate No. 007258944

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Diana L. Parker, Karen C. Bowling, and Terry D. Reynolds

of the City of Columbia, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2017

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## 4.8.6 - Sworn Statement Forms

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

PROJECT: I-64 Capacity Improvements - Segment III

FHWA: NHPP-064-3 (498)

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

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

**AFFIDAVIT**

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

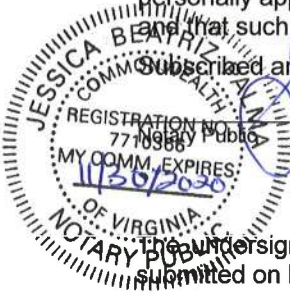
Signed at Fairfax, VA, this 24th day of October, 20 17  
County (City), STATE  
Shirley Contracting Company, LLC  
(Name of Firm) By: [Signature] President /CEO/Manager  
(Signature) Title (print)  
STATE of Virginia COUNTY (CITY) of Fairfax

To-wit:

I Jessica Palma, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Michael E. Post

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 24th day of October, 20 17  
My Commission expires 11/30/2020



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-64 Capacity Improvements-Segment III

FHWA: NHPP-064-3 (498)

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 Drive Richmond, VA. 23236</u>
<u>HCCA</u>	<u>10756B Ambassador Dr. Manassas, VA. 20110</u>

2. I (we) have , have not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have , have not , filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

(Continued)

**ORDER NO.:**  
**CONTRACT ID. NO.:**

Form C-105  
page 2

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

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

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

Signed at Fairfax, Va., this 24 day of October, 20 17  
Shirley Contracting Company, LLC County (City), STATE  
(Name of Firm)  
By: [Signature] President/CEO/Manager  
(Signature) Title (print)  
STATE of Virginia COUNTY (CITY) of Fairfax

To-wit: I Jessica Palma, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Michael E. Post

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 24th day of October, 20 17  
My Commission expires 11/30/2020

Notary Public

[Signature]

