

Response to Request for Proposals

I-64 CAPACITY IMPROVEMENTS - SEGMENT II

Newport News, York County and James City County, Virginia

State Project Nos.: 0064-965-264, P101, R201, C501, B627, B628, B629, B630, B631, B632,
B633, B634, B635, D603, D604, D605, D606, D607, D608

Federal Project Nos.: IM-965-5 (086)

Contract ID No.: C00106665DB82

PRICE PROPOSAL



SUBMITTED BY:



IN ASSOCIATION WITH:



ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: I-64 Capacity Improvements – Segment II
Contract ID Number: C00106665DB82**

➤ **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 - Proposal Price



ATTACHMENT 4.8.1

PRICE PROPOSAL FORM

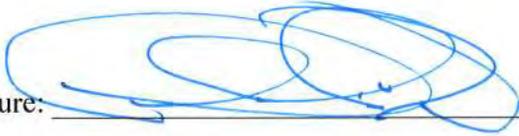
4.8.1 Offeror shall specify the pricing information for the items below, the dollars amount shall be in whole numbers:

Price Proposal Cost Breakdown Summary;

Design Services, LS	\$ 12,500,000.
Construction Services (exclude QA/QC), LS	\$ 145,585,525. ¹⁰
Quality Assurance (QA) (Construction), LS	\$ 3,350,000.
Quality Control (QC) (Construction), LS	\$ 4,150,000.

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 Sixty Five Million Five Hundred Eighty Five Thousand Five Hundred Twenty Five ^{cents} & (cents) (\$ 165,585,525.¹⁰)

Signature:  Date: December 15, 2015

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018

4.8.2 - Schedule of Items

Attachment 4.8.2
State Project 0064-965-264, Contract ID C00106665DB82

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: 12/15/2015

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
	MOBILIZATION		1.00	LS	\$8,280,000.00
00355	CONSTRUCTION SURVEYING		1.00	LS	\$850,000.00
00101	CLEARING AND GRUBBING		1.00	LS	\$1,500,000.00
00110	REGULAR EXCAVATION	(F)	322,792.00	CY	\$8,392,592.00
00120	NS SOIL MANIPULATION	(F)	141,189.00	SY	\$1,976,646.00
00170	MINOR STR. EXCAV. BOX CULVERT	(F)	1,165.00	CY	\$69,900.00
00212	UNDERCUT EXCAVATION	(F)	30,000.00	CY	\$540,000.00
00120	CBR-30 MATERIAL	(F)	63,000.00	TON	\$1,260,000.00
00270	GEOTEKSTILE		90,000.00	SY	\$225,000.00
00355	NS BEDDING MATL. AGGR. NO. 57		636.00	TON	\$54,060.00
00506	CONCRETE CLASS A4 BOX CULVERT	(F)	158.00	CY	\$284,400.00
00525	BOX CULV SURF REPAIR		40.00	SY	\$40,000.00
00529	BOX CULV EPOXY CRACK INJECTION		4,333.00	LF	\$173,320.00
68342	FLOWABLE BACKFILL		575.00	CY	\$115,000.00
00585	REINF. STEEL		17,537.00	LB	\$17,537.00
00588	UNDERDRAIN UD-4		144,188.00	LF	\$1,441,880.00
00591	COMB. UNDERDRAIN CD-2		2,400.00	LF	\$45,600.00
00596	OUTLET PIPE		7,200.00	LF	\$136,800.00
00700	ENDWALL EW-12		360.00	EA	\$198,000.00
01156	POST UD INSTALLATION INSPECTION		151,397.00	LF	\$151,397.00
01186	STORM SEWER PIPE 15"		10,435.00	LF	\$542,620.00
01246	STORM SEWER PIPE 18"		9,820.00	LF	\$589,200.00
01306	STORM SEWER PIPE 24"		8,109.00	LF	\$689,265.00
01366	STORM SEWER PIPE 30"		2,465.00	LF	\$308,125.00
01426	STORM SEWER PIPE 36"		1,062.00	LF	\$201,780.00
01486	STORM SEWER PIPE 42"		537.00	LF	\$107,400.00
01426	STORM SEWER PIPE 54"		502.00	LF	\$150,600.00
01546	STORM SEWER PIPE 60"		1,401.00	LF	\$490,350.00
01606	STORM SEWER PIPE 66"		10.00	LF	\$4,200.00
01666	POST INSPECTION/CLEANING		8,838.00	LF	\$22,095.00
01186	NS PIPE FIELD CONNECTION		26.00	EA	\$67,600.00
02091	EXIST PIPE REPAIRS		1.00	LS	\$2,000,000.00
01546	15" END SECTION ES-1		4.00	EA	\$4,000.00
06151	18" END SECTION ES-1		2.00	EA	\$2,400.00
06181	24" END SECTION ES-1		35.00	EA	\$49,000.00
06241	24" MOD EW-1		4.00	EA	\$9,600.00
00525	30" END SECTION ES-1		14.00	EA	\$26,600.00
06301	30" MOD EW-1		3.00	EA	\$9,000.00
00525	36" END SECTION ES-1		4.00	EA	\$10,800.00
06360	42" END SECTION ES-1		4.00	EA	\$10,400.00
06420	54" END SECTION ES-1		4.00	EA	\$15,200.00
06485	60" END SECTION ES-1		7.00	EA	\$34,300.00
06491	60" END WALL EW-2		2.00	EA	\$19,000.00
00525	66" END WALL EW-2		1.00	EA	\$12,500.00
00525	DROP INLET DI-7		42.00	EA	\$260,400.00
07508	DROP INLET DI-10H TY 2 L=12'		133.00	EA	\$2,128,000.00
08264	JUNCTION BOX		1.00	EA	\$24,000.00

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
02092	48" MANHOLE MH-1 OR 2		13.00	EA	\$91,000.00
09056	60" MANHOLE MH-1 OR 2		3.00	EA	\$21,000.00
09056	84" MANHOLE MH-1 OR 2		2.00	EA	\$30,000.00
09056	96" MANHOLE MH-1 OR 2		2.00	EA	\$44,000.00
09056	EROS.CONTR.STONE CL. 1 EC-1	(F)	2,000.00	TON	\$124,000.00
09149	FULL DEPTH RECLAMATION		314,112.00	SY	\$3,141,120.00
10027	CEMENT STAB RAP OR RECYLED CONC	(F)	161,832.00	TON	\$8,253,432.00
10017	ASPH-STAB. OPEN-GRADED MATERIAL	(F&P)	56,051.00	TON	\$4,764,335.00
10062	NS PAVE SAWCUT		73,920.00	LF	\$295,680.00
10498	ASPHALT CONCRETE TY. IM-19.0A	(F&P)	23,232.00	TON	\$1,626,240.00
10610	MILL & OVERLAY EXIST ASPH 2" SM-12.5D	(F&P)	11,500.00	SY	\$483,000.00
10628	ASPHALT CONCRETE SMA-19.0 PG76-22	(F&P)	39,148.00	TON	\$3,914,800.00
10654	ASPHALT CONCRETE TY. SMA-12.5 PG76-22	(F&P)	38,914.00	TON	\$4,475,110.00
10635	ASPHALT CONCRETE TY. SM-12.5D	(F&P)	23,007.00	TON	\$1,840,560.00
10636	ASPHALT CONCRETE CCPRM	(F&P)	169,436.00	TON	\$11,013,340.00
10505	MOT ASPHALT	(F&P)	500.00	TON	\$60,000.00
10505	ASPH PAVING AT GUARDRAIL MC-4	(F&P)	42,978.00	SY	\$816,582.00
10499	NS R/W MONUMENT RM-1		39.00	EA	\$5,655.00
13214	GUARDRAIL TERMINAL GR-11		25.00	EA	\$27,500.00
13315	GUARDRAIL GR-2		69,624.00	LF	\$1,322,856.00
13320	GUARDRAIL GR-2A		7,736.00	LF	\$232,080.00
13323	TEMPORARY GUARDRAIL		32,500.00	LF	\$325,000.00
13320	ALT.BREAKAWAY CABLE TERM.(GR-9)		38.00	EA	\$106,400.00
13345	FIXED OBJECT ATTACH. GR-FOA-1 TY. I		29.00	EA	\$75,400.00
13392	FIXED OBJECT ATTACH. GR-FOA-1 TY. II		59.00	EA	\$82,600.00
13393	PERMANENT ATTENUATORS TY 1 TL-3		3.00	EA	\$75,000.00
13607	MEDIAN BARRIER MB-7F		41,592.00	LF	\$2,329,152.00
13462	BARRIER WATERPROOFING		83,184.00	SF	\$191,323.20
13642	BARRIER INSULATION		83,184.00	SF	\$116,457.60
13642	BARRIER DRAINAGE MAT		83,184.00	SF	\$141,412.80
13642	BARRIER UNDERDRAIN UD-4		20,796.00	LF	\$166,368.00
13642	BARRIER GEOTEXTILE DRAINAGE FABRIC		31,971.00	SY	\$79,927.50
13642	BARRIER DRAINAGE SYSTEM 6" NO 57		2,307.00	CY	\$184,560.00
13642	BARRIER PLANTING MEDIUM		6,920.00	CY	\$359,840.00
13642	BARRIER MULCH 4"		13,840.00	SY	\$69,200.00
13642	IMPACT ATTEN.(TL-2, 45 MPH MAX. DES.SP)		8.00	EA	\$68,000.00
13606	IMPACT ATT.SER.TY.III(TL-3>45 MPH DES SP		72.00	EA	\$324,000.00
13610	SOUND BARRIER WALL		56,909.00	SF	\$3,129,995.00
13755	FENCE FE-CL VINYL COATED		15,420.00	LF	\$231,300.00
22645	FENCE GATES		18.00	EA	\$8,550.00
22907	TEMP. SAFETY FENCE 4'		30,000.00	LF	\$120,000.00
23560	SALAMANDER SUPER SILT FENCE		8,000.00	LF	\$48,000.00
27505	MOT: CONSTRUCTION TEMP SIGNS		1,920.00	SF	\$48,000.00
24279	MOT: MOT CREW		1.00	LS	\$1,430,000.00
24279	MOT: ATTENUATOR CRASH TRUCK		6,500.00	HR	\$97,500.00
24272	MOT: ARROW BOARD		6,500.00	HR	\$45,500.00
24281	MOT: GROUP II DRUMS		614,760.00	DAY	\$307,380.00
24278	MOT: CONCRETE TRAFFIC BARRIER		227,000.00	LF	\$3,632,000.00
24290	MOT: VMS BOARDS		4.00	EA	\$48,000.00
24279	MOT: SHOULDER STRENGTHENING		82,000.00	SY	\$5,576,000.00
10499	MOT: SHOULDER WIDENING 2' WIDTH		13,067.00	SY	\$980,025.00
10499	MOT: TEMP WIRELESS CCTV CAMERAS		4.00	EA	\$140,000.00
24279	MAINTAIN ROADWAY		1.00	LS	\$335,000.00
24279	TEMP RR CROSSING		1.00	LS	\$50,000.00
80070	DEMO. OF PAVEMENT (RIGID)	(F)	192,251.00	SY	\$1,730,259.00

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
24420	DEMO. OF PAVEMENT (FLEXIBLE)	(F)	122,116.00	SY	\$610,580.00
24430	VDOT FIELD OFFICE MOD TYPE I		1.00	LS	\$155,000.00
25505	NS REMOVE EXIST. GUARDRAIL		77,749.00	LF	\$93,298.80
24601	NS REMOVE EXIST. FENCE		2,672.00	LF	\$6,412.80
24602	REMOVE PIPE		1,101.00	LF	\$22,020.00
00120	REMOVE CONC DITCH		17,588.00	LF	\$158,292.00
00120	NS REMOVE EXIST. DROP INLET		16.00	EA	\$13,600.00
24801	NS REMOVE EXIST. MANHOLE		16.00	EA	\$13,600.00
24802	TOPSOIL CLASS A 2"		37.00	ACRE	\$266,400.00
27022	TEMPORARY SEEDING		824,000.00	SY	\$412,000.00
27102	PERMANENT SEEDING		237,658.00	SY	\$237,658.00
27103	SOIL STAB. MAT EC-3 TYPE A		32,960.00	SY	\$56,032.00
27325	SOIL STAB. MAT EC-3 TYPE B		32,960.00	SY	\$65,920.00
27326	CHECK DAM, ROCK TY. I		370.00	EA	\$166,500.00
27410	DEWATERING BASIN		3.00	EA	\$27,000.00
27422	MAINTENANCE OF EROSION CONTROL		1.00	LS	\$450,000.00
27430	EROSION CONTROL STONE	(F)	1,000.00	TON	\$100,000.00
27401	TEMP CONSTRUCTION ENTRANCES		24.00	EA	\$105,600.00
27401	INLET PROTECTION		278.00	EA	\$125,100.00
27451	SILT/SUPER FENCE		81,400.00	LF	\$325,600.00
27505	TEMP DIVERSION DIKE		2,000.00	LF	\$16,000.00
27345	SILTATION CONTROL EXCAVATION	(F)	4,350.00	CY	\$87,000.00
27430	BIORETENTION PONDS	(F)	1.00	LS	\$4,400,000.00
27580	PROJECT SIGNAGE		1.00	LS	\$2,500,000.00
50108	TY.B CL.VI PAVE. LINE MARK. 6"		188,234.00	LF	\$752,936.00
54076	TY.B CL.VI PAVE.LINE MARK.6"CONT		9,032.00	LF	\$63,224.00
54079	TY.B CL.I PAVE.LINE MARK.12"		8,200.00	LF	\$19,680.00
54040	TY.B CL.I PAVE.LINE MARK.24"		640.00	LF	\$2,720.00
54042	ERAD. OF EXIST.PAVE.MARKING		487,000.00	LF	\$243,500.00
54105	REM.EXIST.RAISED PAVE. MARKER		5,075.00	EA	\$30,450.00
54210	SNOW PLOW.RAISED PAVE.MARK.ASPH.CONC		5,981.00	EA	\$173,449.00
54217	RUMBLE STRIPS		144,820.00	EA	\$21,723.00
54031	TEMP. PAVE. MARKER 1 WAY		7,000.00	EA	\$63,000.00
54240	CONSTR.PAVE.MARK. (TY.F,CL.II) 6"		476,500.00	LF	\$214,425.00
54552	CONSTR.PAVE.MARK. (TY.F,CL.II) 8"		13,000.00	LF	\$7,800.00
54556	CONSTR.PAVE.MARK. (THERMO) 6"		243,000.00	LF	\$145,800.00
54069	CONSTR.PAVE.MARK. (THERMO) 8"		13,000.00	LF	\$8,450.00
54070	TEMP RAISED PVMT MARKERS		5,000.00	EA	\$70,000.00
54240	PROJECT ELECT/ITS		1.00	LS	\$400,000.00
51945	CONCRETE CLASS A4	(F)	1,778.00	CY	\$1,778,000.00
60404	CONC. CL. A4 BRIDGE APPR. SLAB	(F)	1,400.00	CY	\$595,000.00
60450	REINF. STEEL BRIDGE APPR. SLAB		308,059.00	LB	\$308,059.00
60452	BRIDGE DECK GROOVING		15,943.00	SY	\$55,800.50
61232	PRESTRESSED CONC. BEAMS		42.00	EA	\$630,000.00
60490	CR REINF. STEEL SOLID STAINLESS		561,700.00	LB	\$1,797,440.00
68093	STRUCTURAL STEEL		914,619.00	LB	\$4,207,247.40
61730	STRUCTURAL EXCAVATION	(F)	10,398.00	CY	\$571,890.00
64011	SUPPORT OF EXCAVATION		14,237.00	SF	\$783,035.00
00290	SELECT BACKFILL CBR-30	(F)	2,689.00	CY	\$255,455.00
64011	POROUS BACKFILL		81.00	CY	\$20,250.00
64030	PIPE UNDERDRAIN 6"		1,652.00	LF	\$41,300.00
64036	LIGHTWEIGHT FILL	(F)	514,004.00	CF	\$2,570,020.00
64410	NS PREBORING PILE 12" CONC		144.00	LF	\$18,000.00
64038	CONC PILES 12"		41,274.00	LF	\$3,301,920.00
64112	CONCRETE CLASS A3	(F)	3,538.00	CY	\$3,184,200.00

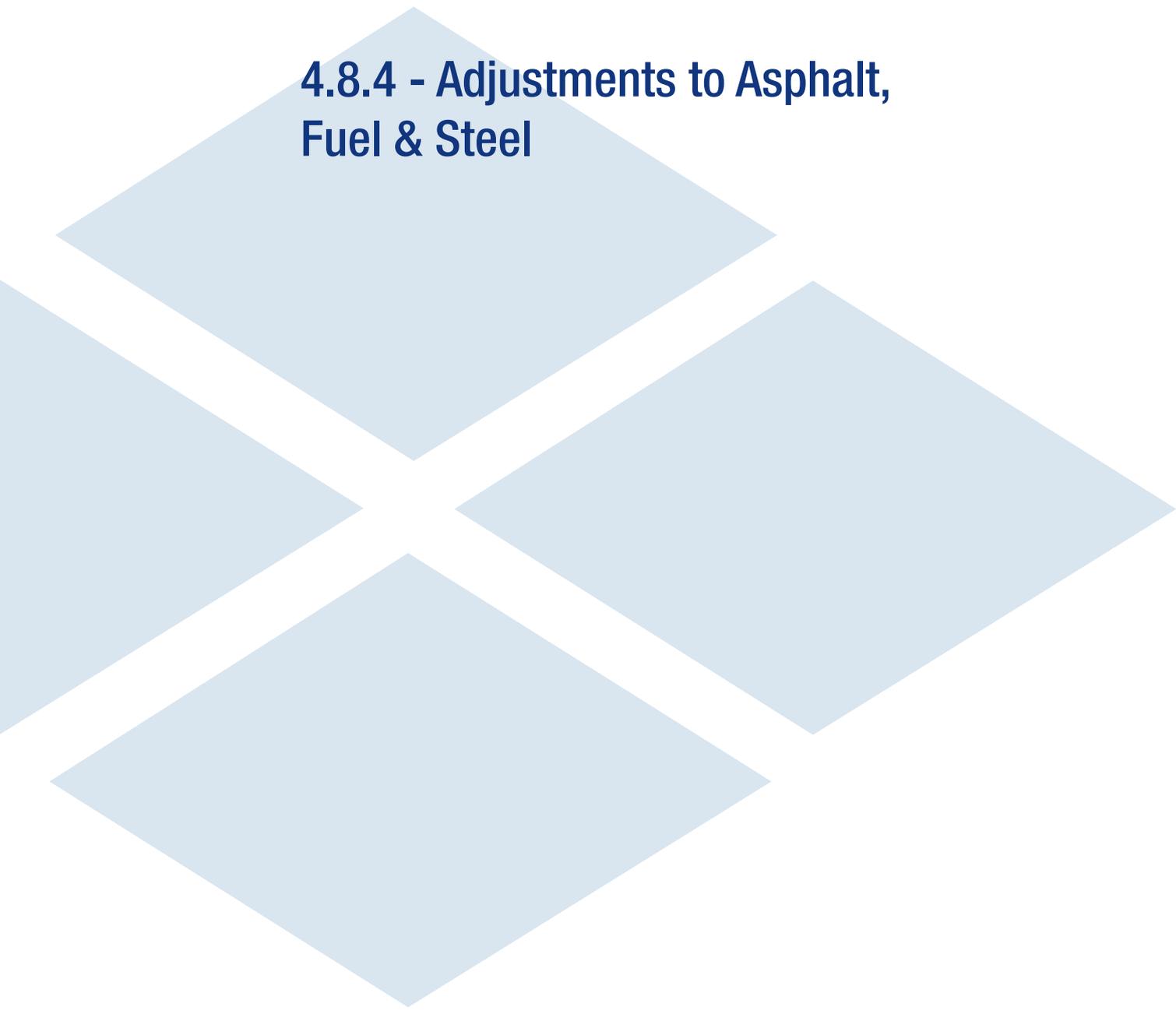
VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
65013	REINF. STEEL		536,955.00	LB	\$483,259.50
65200	MMFX REINF. STEEL		289,422.00	LB	\$549,901.80
69092	PED. FENCE 6' B630/B631		1,138.00	LF	\$62,590.00
67086	CONC PARAPET		2,316.00	LF	\$162,120.00
68010	SS REBAR FOR CONC PARAPET		57,566.00	LB	\$184,211.20
68313	PIER PROTECTION		4,444.00	LF	\$1,066,560.00
13590	SLOPE PROTECTION		5,321.00	SY	\$505,495.00
66740	REPL BEARINGS INCL ANCH BOLTS		468.00	EA	\$1,029,600.00
68160	STR STL CHECK/TIGHTEN/REPL BOLTS		1.00	LS	\$200,000.00
68115	CONT DECK RETROFIT		2,686.00	LF	\$1,034,110.00
68902	LATEX OVERLAY	(F)	10,017.00	SY	\$1,853,145.00
68638	DECK PATCHING B632 SPAN C INCL HYDRO DEMO	(F)	338.00	SY	\$118,300.00
68638	UNDERBRIDGE LIGHTS		1.00	LS	\$150,000.00
67270	ARMOR JT & DRAIN TROUGH		749.00	LF	\$187,250.00
68571	TYPE B DECK PATCHING	(F)	1,110.00	SY	\$249,750.00
68910	TYPE C DECK PATCHING	(F)	24.00	SY	\$24,000.00
68910	CONC SUBSTR SURF REPAIR		349.00	SY	\$383,900.00
69908	CONC SUBSTR CRACK INJECTION		5,299.00	LF	\$328,538.00
68342	CONC SLOPE PROTECT REPAIR		1,609.00	SY	\$241,350.00
69740	CONC BEAM REPAIRS		327.00	SY	\$98,100.00
68580	STEEL PAINTING		77,075.00	SF	\$1,387,350.00
68115	STEEL BEAM END REPAIRS		40.00	EA	\$132,000.00
68115	ULTRA SONIC IMPACT TREATMENT		264.00	EA	\$132,000.00
68115	PARTIAL BRIDGE DEMO		1.00	LS	\$600,000.00
68900	BRIDGE DECK SHIELDING		28,600.00	SF	\$314,600.00
68900	DECK DRAINAGE SYSTEM		30.00	EA	\$144,000.00
67400	UTILITY RELOCATION		1.00	LS	\$350,000.00
25550	RIGHT OF WAY		1.00	LS	\$300,000.00
25596	DESIGN SERVICES		1.00	LS	\$12,500,000.00
25580	ENVIRONMENTAL: MITIGATION		1.00	LS	\$1,790,000.00
28500	QA PROGRAM		1.00	LS	\$3,350,000.00
25593	QC PROGRAM		1.00	LS	\$4,150,000.00
			TOTAL		\$165,585,525.10

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

4.8.3 - Monthly Payment Schedule

Monthly Payment Schedule

Period Ending (Month)	Projected Monthly Total:	Projected Cumulative Total:
February 2016	\$ 1,655,855	\$ 1,655,855
March 2016	\$ 2,152,612	\$ 3,808,467
April 2016	\$ 2,318,197	\$ 6,126,664
May 2016	\$ 2,980,539	\$ 9,107,204
June 2016	\$ 3,146,125	\$ 12,253,329
July 2016	\$ 3,311,711	\$ 15,565,039
August 2016	\$ 3,477,296	\$ 19,042,335
September 2016	\$ 3,477,296	\$ 22,519,631
October 2016	\$ 3,808,467	\$ 26,328,098
November 2016	\$ 3,808,467	\$ 30,136,566
December 2016	\$ 3,974,053	\$ 34,110,618
January 2017	\$ 4,967,566	\$ 39,078,184
February 2017	\$ 6,623,421	\$ 45,701,605
March 2017	\$ 6,789,007	\$ 52,490,611
April 2017	\$ 6,954,592	\$ 59,445,204
May 2017	\$ 7,451,349	\$ 66,896,552
June 2017	\$ 8,444,862	\$ 75,341,414
July 2017	\$ 8,279,276	\$ 83,620,690
August 2017	\$ 4,967,566	\$ 88,588,256
September 2017	\$ 7,120,178	\$ 95,708,434
October 2017	\$ 6,954,592	\$ 102,663,026
November 2017	\$ 3,477,296	\$ 106,140,322
December 2017	\$ 3,642,882	\$ 109,783,203
January 2018	\$ 5,795,493	\$ 115,578,697
February 2018	\$ 3,974,053	\$ 119,552,749
March 2018	\$ 3,311,711	\$ 122,864,460
April 2018	\$ 3,808,467	\$ 126,672,927
May 2018	\$ 4,801,980	\$ 131,474,907
June 2018	\$ 5,133,151	\$ 136,608,058
July 2018	\$ 4,636,395	\$ 141,244,453
August 2018	\$ 4,470,809	\$ 145,715,262
September 2018	\$ 3,808,467	\$ 149,523,729
October 2018	\$ 2,980,539	\$ 152,504,269
November 2018	\$ 1,655,855	\$ 154,160,124
December 2018	\$ 1,655,855	\$ 155,815,979
January 2019	\$ 1,655,855	\$ 157,471,834
February 2019	\$ 2,152,612	\$ 159,624,446
March 2019	\$ 2,152,612	\$ 161,777,058
April 2019	\$ 2,152,612	\$ 163,929,670
May 2019	\$ 1,655,855	\$ 165,585,525



4.8.4 - Adjustments to Asphalt, Fuel & Steel

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. Rutfilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD

16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type li	Ton	ATTD
16504	Surf.Preparation & Restoration Type lii	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

Exhibit 6.3(b)

Form C-16a
August 9, 2013

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

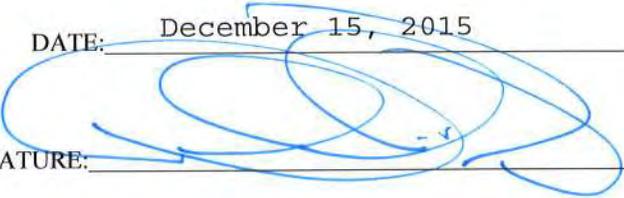
INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items containing PG 76-22 or PG 70-28 is being utilized on the project.

PROJECT NUMBER: C00106665DB82

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 \$ 558.⁰⁰ 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: December 15, 2015
SIGNATURE: 

Shirley Contracting Company, LLC
(Firm or Corporation)

S018
(Vendor No.)

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

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

June 30, 2011
(Revised) November 5, 2012

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

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

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

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

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

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

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

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

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

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

B = Base index price
E = Current index price
Q = Quantity of individual units of work
F = Appropriate fuel factor

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

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

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

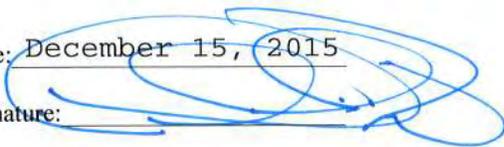
In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce,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

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

I elect to use this provision

I elect not to use this provision

Date: December 15, 2015

Signature: 

Design-builder: Shirley Contracting Co., LLC

Vendor No.: S018

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

June 30, 2011

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. Inventoried materials from the listing of eligible items are specifically excluded for consideration. In addition, concrete items where reinforcing steel is normally included in the unit bid price for the item 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.

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 under consideration will be subject to the following condition:

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.

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

The need for application of the adjustments herein to extra work will be determined by the Engineer on an individual basis and, if appropriate, will be specified on the Work Order.

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

March 18, 2009

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
00542	EPOXY COATED REINF. STEEL	LB	101704
00560	STRUCTURAL STEEL JB-1	LB	avg. 1017 & 101
11030	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
11181	PATCH.HYDR.CEM.CONC. PAVE.	SY	101704
13290	GUARDRAIL GR-8 (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13292	GUARDRAIL GR-8A (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13294	GUARDRAIL GR-8B (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13310	GUARDRAIL TERMINAL GR-6 (NCHRP 350)	LF	avg. 1017 & 101
13320	GUARDRAIL GR-2	LF	avg. 1017 & 101
13323	GUARDRAIL GR-2A	LF	avg. 1017 & 101
13331	RAD. GUARDRAIL GR-2	LF	avg. 1017 & 101
13333	RAD. GUARDRAIL GR-2A	LF	avg. 1017 & 101
13335	GUARDRAIL GR-3	LF	avg. 1017 & 101
13341	GUARDRAIL TER. GR-6(WEATHERING STEEL	LF	avg. 1017 & 101
13351	GUARDRAIL GR-8	LF	avg. 1017 & 101
13352	GUARDRAIL GR-8A	LF	avg. 1017 & 101
13353	GUARDRAIL GR-8B	LF	avg. 1017 & 101
13355	GUARDRAIL GR-10	LF	avg. 1017 & 101
13421	MEDIAN BARRIER MB-3	LF	avg. 1017 & 101
13450	MEDIAN BARRIER MB-5	LF	avg. 1017 & 101
13451	MEDIAN BARRIER MB-5A	LF	avg. 1017 & 101
13452	MEDIAN BARRIER MB-5B	LF	avg. 1017 & 101
13545	REINF. STEEL	LB	101704
14502	REINFORCING STEEL	LB	101704
15290	PATCH.CEM.CONC.PAVE.TY.CRCP-A	SY	101704
15302	PATCH.CEM.CONC.PAVE. TY. II	SY	101704
15305	PATCH.CEM.CONC.PAVE.TY. IV-A	SY	101704
17323	GUARDRAIL BEAM *	LF	avg. 1017 & 101
17325	RADIAL GUARDRAIL BEAM *	LF	avg. 1017 & 101
17327	RUB RAIL	LF	avg. 1017 & 101
17353	CABLE GR-3	LF	avg. 1017 & 101
17521	GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17523	RADIAL GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17525	RUB RAIL (WEATHERING STEEL)	LF	avg. 1017 & 101
22501	FENCE FE-W1	LF	avg. 1017 & 101
22643	FENCE FE-CL	LF	avg. 1017 & 101
22645	FENCE FE-CL VINYL COATED	LF	avg. 1017 & 101
23043	WATER GATE FE-4 TY.III	LF	avg. 1017 & 101
23501	FENCE FE-W1 (FABRIC ONLY)	LF	avg. 1017 & 101
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

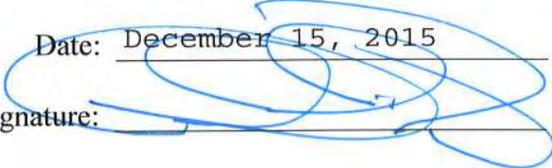
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASEMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
50402	SIGN POST STEEL 3"	LF	101706
50404	SIGN POST STEEL 4"	LF	101706
50406	SIGN POST STEEL 6"	LF	101706
50410	SIGN POST STEEL 10"	LF	101706
50412	SIGN POST STEEL 12"	LF	101706
50414	SIGN POST STEEL 14"	LF	101706
50416	SIGN POST STEEL 16"	LF	101706
50418	SIGN POST STEEL 18"	LF	101706
51317	SIG. POLE MP-1 20' ONE ARM 30'	EA	101706
51319	SIG. POLE MP-1 20' ONE ARM 32'	EA	101706
51325	SIG. POLE MP-1 20' ONE ARM 38'	EA	101706
51327	SIG. POLE MP-1 20' ONE ARM 40'	EA	101706
51329	SIG. POLE MP-1 20' ONE ARM 42'	EA	101706
51331	SIG. POLE MP-1 20' ONE ARM 44'	EA	101706
51337	SIG. POLE MP-1 20' ONE ARM 50'	EA	101706
51339	SIG. POLE MP-1 20' ONE ARM 52'	EA	101706
51341	SIG. POLE MP-1 20' ONE ARM 54'	EA	101706
51344	SIG. POLE MP-1 20' ONE ARM 56'	EA	101706
51346	SIG. POLE MP-1 20' ONE ARM 58'	EA	101706
51347	SIG. POLE MP-1 20' ONE ARM 60'	EA	101706
51348	SIG. POLE MP-1 20' ONE ARM 62'	EA	101706
51368	SIG.POLE MP-1 20'TWO ARMS 36' & 42'	EA	101706
51400	SIG.POLE MP-1 CO.LU.ONE ARM 38	EA	101706
51402	SIG.POLE MP-1 CO.LU.ONE ARM 40	EA	101706
51408	SIG.POLE MP-1 CO.LU.ONE ARM 46	EA	101706
51412	SIG.POLE MP-1 CO.LU.ONE ARM 50	EA	101706
51414	SIG.POLE MP-1 CO.LU.ONE ARM 52	EA	101706
51416	SIG.POLE MP-1 CO.LU.ONE ARM 54	EA	101706
51418	SIG.POLE MP-1 CO.LU.ONE ARM 56	EA	101706
51420	SIG.POLE MP-1 CO.LU.ONE ARM 58	EA	101706
51422	SIG.POLE MP-1 CO.LU.ONE ARM 60	EA	101706
55162	LIGHTING POLE LP-1 30'-4'	EA	101706
55163	LIGHTING POLE LP-1 30'-6'	EA	101706
55166	LIGHTING POLE LP-1 30'-12'	EA	101706
55169	LIGHTING POLE LP-1 35'-6'	EA	101706
55171	LIGHTING POLE LP-1 35'-10'	EA	101706
55176	LIGHTING POLE LP-1 40'-8'	EA	101706
55185	LIGHTING POLE LP-2 TYPE A	EA	101706
55186	LIGHTING POLE LP-2 TYPE B	EA	101706
55187	LIGHTING POLE LP-2 TYPE C	EA	101706
55188	LIGHTING POLE LP-2 TYPE D	EA	101706
55189	LIGHTING POLE LP-2 TYPE E	EA	101706
55190	LIGHTING POLE LP-2 TYPE F	EA	101706
55192	LIGHTING POLE LP-2 TYPE H	EA	101706
60452	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
61700	REINF. STEEL	LB	101704
61704	CORROSION RESISTANT REINF. STEEL	LB	101704
61705	EPOXY COATED 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
65205	EPOXY COATED REINF. STEEL	LB	101704
67086	PED. FENCE 6'	LF	avg. 1017 & 101
67088	PED. FENCE 8'	LF	avg. 1017 & 101
67089	PED. FENCE 10'	LF	avg. 1017 & 101
68100	REINF. STEEL	LB	101704
68104	CORROSION RESISTANT REINF. STEEL	LB	101704
68105	EPOXY COATED 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
69105	EPOXY COATED 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: December 15, 2015

Signature: 

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018



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 15TH Day of DECEMBER, 20 15

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

PROJECT NUMBER: CONTRACT ID NUMBER: C00106665DB82 - A DESIGN-BUILD PROJECT
I-64 CAPACITY IMPROVEMENTS - SEGMENT II FROM: 1.05 MILES WEST OF ROUTE 199 (HUMELSINE PARKWAY) TO: 0.54 MILES EAST OF ROUTE 238 (YORKTOWN ROAD)
NEWPORT NEWS, YORK COUNTY AND JAMES CITY 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)

By: _____
(Principal*)

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety Company)

By: _____
(Attorney-in-Fact**) (Seal)

KAREN C. BOWLING, ATTORNEY-IN-FACT
ONE TOWER SQUARE, HARTFORD, CT 06183
(Address)

By: _____
(Surety Company)

By: _____
(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. 219657

Certificate No. 006410283

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, and Karen C. Bowling

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 24th day of July, 2015

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 24th day of July, 2015, 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, 2016.



[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 15th day of December, 2015.


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: 0064-965-264, P101, R201, C501, B627, B628, B629, B630, B631, B632, B633, B634
B635, D603, D604, D605, D606, D607, D608

FHWA: IM-965-5 (086)

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, Virginia, this 15th day of December, 20 15
County (City), STATE
Shirley Contracting Company, LLC
(Name of Firm) By: [Signature] President / CEO / Manager
STATE of Virginia COUNTY (CITY) of Fairfax
To-wit:

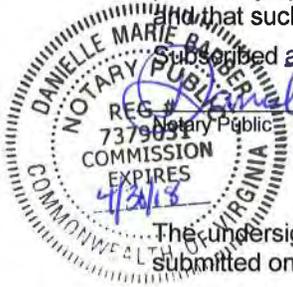
I Danielle Barber, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Michael E. Post personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 15th day of December, 20 15
[Signature] My Commission expires 4/30/2018

**OR
UNSWORN DECLARATION**

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

Signed at _____, this _____ day of _____, 20 _____
County (City), STATE
(Name of Firm) By: _____
(Signature) _____
Title (print)



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, Virginia, this 15 day of December, 20 15
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 Danielle Barber, 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 15th day of December, 20 15
[Signature] My Commission expires 4/30/2018
Notary Public

