

ORIGINAL

April 5, 2016

PRICE PROPOSAL



A Design-Build Project

I-95 Express Lanes – Southern Terminus Extension

Stafford County, Virginia

State Project No.: 0095-969-720,
P101, R201, C501

Federal Project No.: STP-000S (321)

Contract ID Number: C00108315DB90

Submitted By:

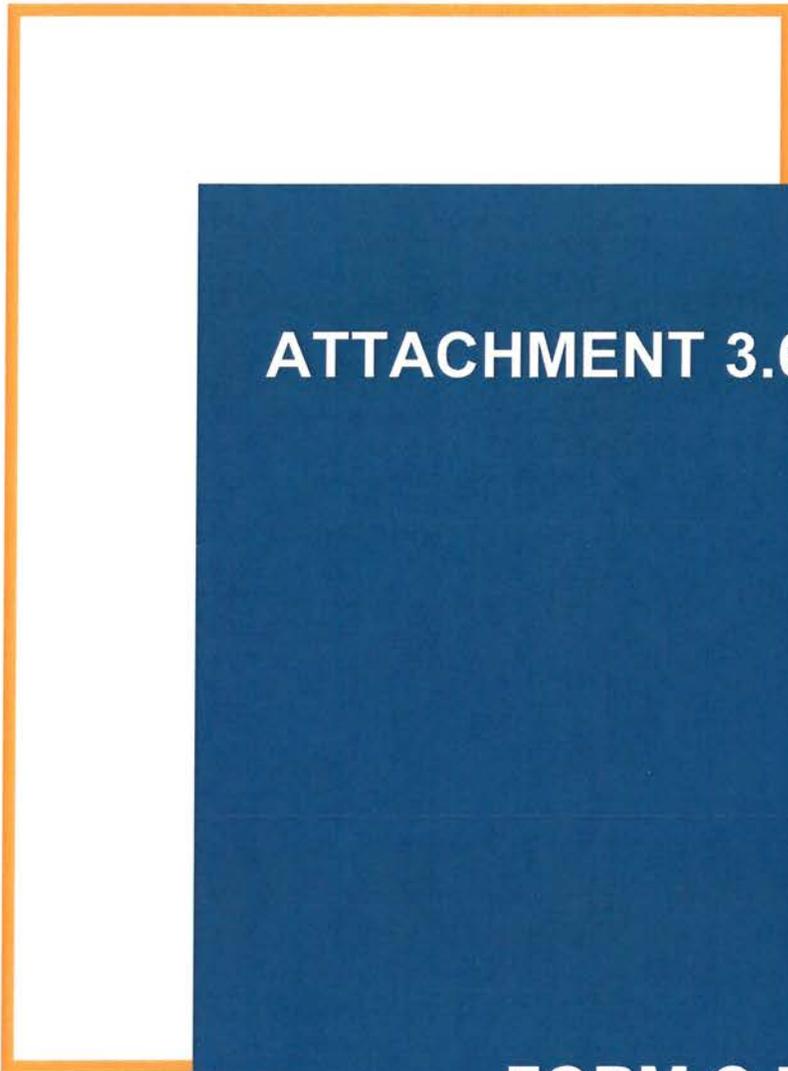


In Conjunction With:



In Association With:

Chesapeake Electrical Systems, Inc.
H&B Surveying & Mapping, LLC (DBE)
Froehling & Robertson, Inc. (SWaM)
Engineering & Materials Technology, Inc. (DBE)



ATTACHMENT 3.6

FORM C-78

ATTACHMENT 3.6**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

RFP NO. 0095-969-720
PROJECT NO.: C00108315DB90

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

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

1. Cover letter of RFP – March 2, 2016
(Date)
2. Cover letter of RFP Addendum No. 1 – March 21, 2016
(Date)
3. Cover letter of RFP Addendum No. 2 – March 29, 2016
(Date)
4. Cover letter of RFP Addendum No. 3 – April 2, 2016
(Date)
5. Cover letter of RFP Addendum No. 4 – April 6, 2016
(Date)
6. Cover letter of RFP Addendum No. 5 – April 12, 2016
(Date)



SIGNATURE

4/12/2016

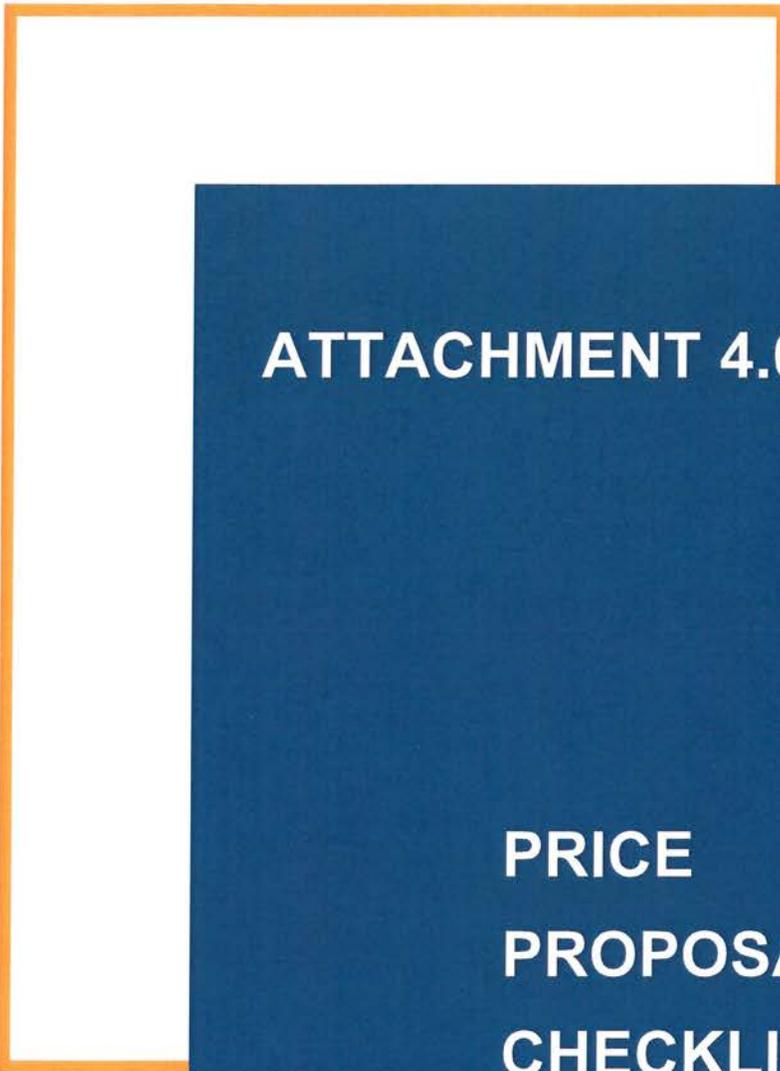
DATE

Patrick K. Bartorillo

PRINTED NAME

President

TITLE

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ATTACHMENT 4.0.1.2

PRICE PROPOSAL CHECKLIST

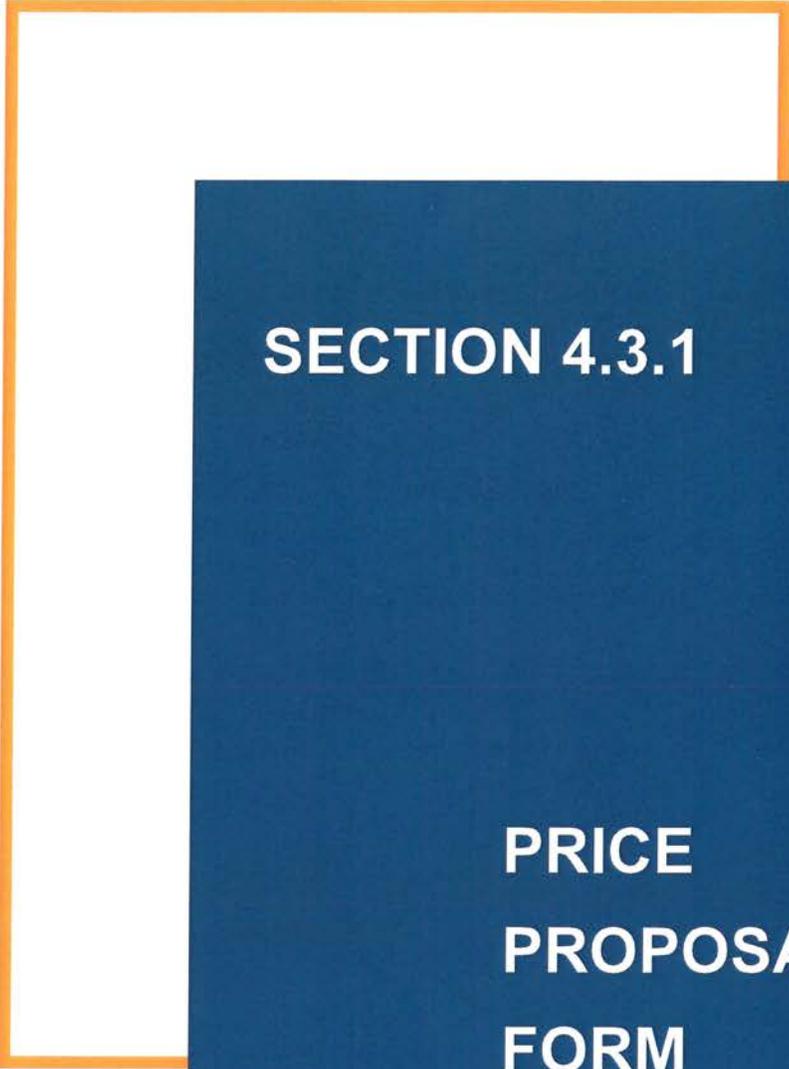
ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: I-95 Express Lanes – Southern Terminus Extension
Contract ID Number: C00108315DB90**

➤ **Contents of Price Proposal:**

- Proposal Price, in both numbers and words (Attachment 4.3.1)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.3.2, 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 4.3.3**
 - 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 4.3.6(a) and 4.3.6(b))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
-



SECTION 4.3.1

PRICE PROPOSAL FORM

ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

4.3.1 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>2,200,000.00</u>
Construction Services (exclude QA/QC), LS	\$ <u>26,685,000.00</u>
Quality Assurance (QA) (Construction), LS	\$ <u>1,150,000.00</u>
Quality Control (QC) (Construction), LS	\$ <u>1,050,000.00</u>

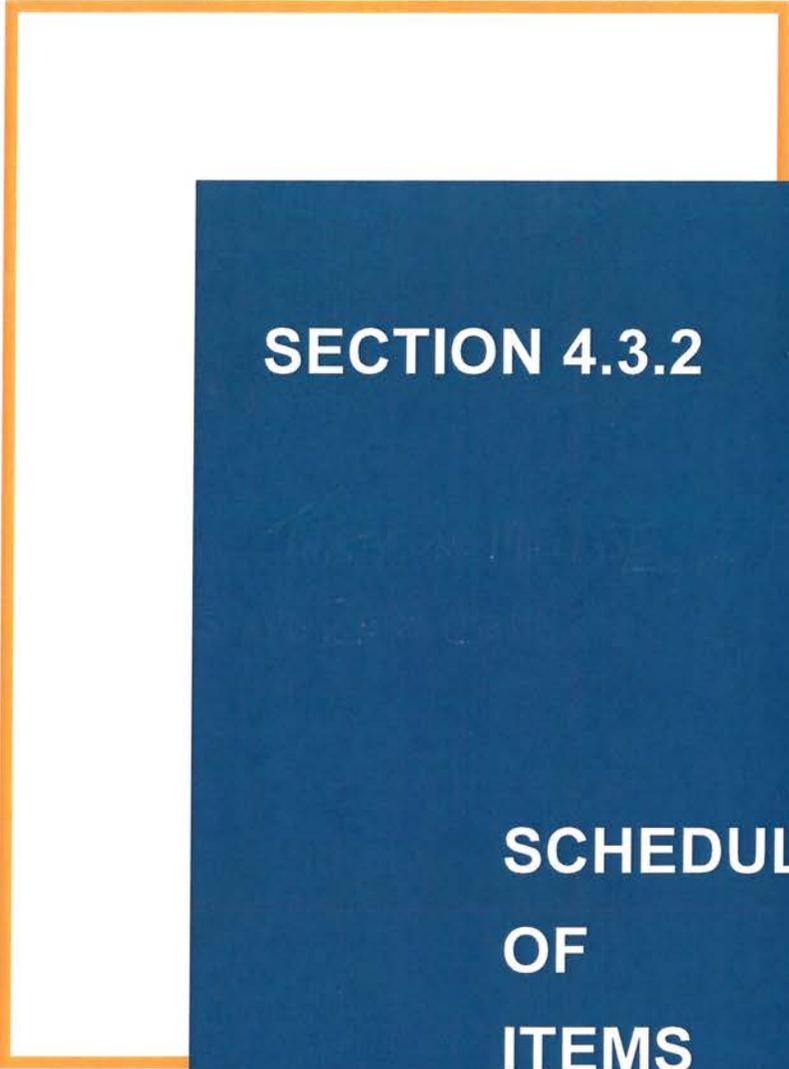
Proposal Price; (Specify the Total Lump Sum price in both numbers and words, this price shall **equal** to the total sum of the items listed above)

Lump Sum (LS): THIRTY ONE MILLION EIGHTY-FIVE THOUSAND
DOLLARS AND ZERO CENTS (\$ 31,085,000.00)

Signature:  Date: 4/15/2016

Design-Builder: Branch Highways, Inc.

Vendor No.: B319



SECTION 4.3.2

SCHEDULE OF ITEMS

Attachment 4.3.2
State Project 0095-969-720

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: 4/15/2016

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
25591	DESIGN SERVICES		1	LS	\$ 2,200,000.00
25593	QUALITY ASSURANCE (QA)		1	LS	\$ 1,150,000.00
25595	QUALITY CONTROL (QC)		1	LS	\$ 1,050,000.00
85023	PROJECT MANAGEMENT		26	MO	\$ 2,834,000.00
85130	BOND		1	LS	\$ 300,000.00
00100	MOBILIZATION		1	LS	\$ 550,000.00
00101	CONSTRUCTION SURVEYING		1	LS	\$ 115,000.00
00110	CLEARING AND GRUBBING		1	LS	\$ 259,641.00
00120	REGULAR EXCAVATION	F	182,646	CY	\$ 1,278,522.00
00134	NS TEST EXCAVATION		1	LS	\$ 18,300.00
00143	BORROW EXCAVATION	F	12,450	CY	\$ 99,600.00
00525	CONCRETE CLASS A3 MISC.		37	CY	\$ 22,385.00
00588	UNDERDRAIN UD-4		15,653	LF	\$ 140,877.00
00590	COMB. UNDERDRAIN CD-1		1,153	LF	\$ 20,754.00
00591	COMB. UNDERDRAIN CD-2		17	LF	\$ 306.00
00595	OUTLET PIPE		2,610	LF	\$ 44,370.00
00596	ENDWALL EW-12		72	EA	\$ 46,944.00
00700	POST INSTALLATION INSPECTION - STORM		2,479	LF	\$ 81,807.00
00700	POST INSTALLATION INSPECTION - UD		18,263	LF	\$ 36,526.00
01156	STORM SEWER PIPE 15"		62	LF	\$ 6,262.00
01180	18" PIPE		50	LF	\$ 3,800.00
01182	18" CONC. PIPE		77	LF	\$ 7,392.00
01186	STORM SEWER PIPE 18"		659	LF	\$ 44,812.00
01242	24" CONC. PIPE		46	LF	\$ 6,900.00
01246	STORM SEWER PIPE 24"		1,085	LF	\$ 91,140.00
01306	STORM SEWER PIPE 30"		38	LF	\$ 5,928.00
01366	STORM SEWER PIPE 36"		6	LF	\$ 1,524.00
01426	STORM SEWER PIPE 42"		41	LF	\$ 7,708.00
01606	STORM SEWER PIPE 60"		415	LF	\$ 158,530.00
06181	18" END SECTION ES-1		4	EA	\$ 3,568.00
06241	24" END SECTION ES-1		5	EA	\$ 5,500.00
06749	DROP INLET DI-2B, L=8'		4	EA	\$ 25,200.00
07508	DROP INLET DI-7		14	EA	\$ 67,200.00
08904	DROP INLET DI-12, L=8'		15	EA	\$ 84,000.00
09046	MANHOLE MH-1		284	LF	\$ 180,340.00
09057	FRAME & COVER MH-1		13	EA	\$ 8,203.00
09150	EROS.CONTR.STONE CL. I, EC-1		244	TON	\$ 26,352.00
09250	SLOPE DRAIN		20	EA	\$ 28,000.00
10013	CEM.STAB.AGGR.MATL.NO. 21A	F	10,493	TON	\$ 440,706.00
10062	ASPH-STAB. OPEN-GRADED MATERIAL	P	6,165	TON	\$ 524,025.00
10113	AGGR. BASE MATL. TY. I NO. 21B	F	11,190	TON	\$ 358,080.00
10609	ASPHALT CONCRETE TY. SM-12E	P	6,950	TON	\$ 639,400.00
10610	ASPHALT CONCRETE TY. IM-19.0A	P	5,725	TON	\$ 469,450.00
10612	ASPH.CONC.BASE CR. TY. BM-25.0	P	20,675	TON	\$ 1,405,900.00
10630	FLEXIBLE PAVEMENT PLANING		16,923	SY	\$ 152,307.00

Attachment 4.3.2
State Project 0095-969-720

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: 4/15/2016

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
12030	STD. CURB CG-3		881	LF	\$ 17,620.00
12322	ASPHALT CONCRETE CURB TY. MC-3B		894	LF	\$ 14,304.00
12505	ASPHALT CONCRETE, CURB BACKUP MATERIAL	P	72	TN	\$ 13,752.00
13212	R/W MONUMENT RM-2		100	EA	\$ 9,800.00
13320	GUARDRAIL GR-2		19,857	LF	\$ 337,569.00
13345	ALTERNATE BREAKWAY CABLE TERMINAL (GR-9)		12	EA	\$ 31,200.00
13383	FIXED OBJECT ATTACHMENT, GR-FOA-1, TY. I		3	EA	\$ 6,000.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		9	EA	\$ 18,000.00
13460	MEDIAN BARRIER MB-7D		16	LF	\$ 3,344.00
13462	MEDIAN BARRIER MB-7F		73	LF	\$ 11,023.00
13607	IMPACT ATTEN.(TL-3, >45MPH DES.SP.)		1	EA	\$ 20,800.00
13610	IMPACT ATTEN.TY. IA (TL-3, >45MPH DES.SP.)		3	EA	\$ 29,400.00
13755	SOUND BARRIER WALL ABSORPTIVE		88,200	SF	\$ 3,087,000.00
NS	NS STREAM RELOCATION		1	LS	\$ 159,750.00
24152	TYPE III BARRICADE 8'		5	EA	\$ 4,100.00
24160	CONSTRUCTION SIGNS		655	SF	\$ 36,025.00
24265	MAINTENANCE OF TRAFFIC		22	MO	\$ 198,000.00
24271	TRUCK MOUNTED CRASH CUSHION		1,000	HR	\$ 36,000.00
24279	PORTABLE CHANGEABLE MESSAGE SIGN		1,000	HR	\$ 171,000.00
24280	GROUP 2 CHANNELIZING DEVICES		36,600	DAY	\$ 9,150.00
24281	ELECTRONIC ARROW		1,000	HR	\$ 1,000.00
24286	FLEXIBLE POST DELINEATOR		180	EA	\$ 14,400.00
24296	DEMO. EX. TRAFF. BARR.SERV.		1,395	LF	\$ 13,950.00
24297	TRAF.BARR.SER.CONC.DOUBLE FACE		11,680	LF	\$ 350,400.00
24415	SAWCUT APSHALT		5,320	LF	\$ 15,960.00
24430	DEMOLITION OF PAVEMENT (FLEXIBLE)		1,679	SY	\$ 13,432.00
24600	REMOVE EXISTING GUARDRAIL		2,717	LF	\$ 16,302.00
25508	NS MODIFIED FIELD OFFICE TY.I		26	MO	\$ 150,800.00
25565	PROGRESS SCHEDULE BASELINE		1	LS	\$ 16,900.00
25567	PROGRESS SCHEDULE UPDATES		24	EA	\$ 57,600.00
27012	TOPSOIL CLASS A 2"		21	ACRE	\$ 155,400.00
27102	REGULAR SEED		5,325	LB	\$ 53,250.00
27103	OVERSEEDING		2,662	LB	\$ 29,282.00
27215	FERTILIZER(15-30-15)		3	TON	\$ 4,480.00
27275	NS EROSION CONTROL MAINT.		1	LS	\$ 470,800.00
27250	LIME		42	TON	\$ 36,414.00
27321	PROTECTIVE COVERING EC-2		5,687	SY	\$ 11,374.00
27410	CHECK DAM, ROCK TY. I		24	EA	\$ 16,680.00
27415	CHECK DAM(ROCK) TY. II		32	EA	\$ 16,896.00
27345	TEMPORARY DIVERSION DIKE		9,962	LF	\$ 19,924.00
27336	TEMP.DIVE.CHANNEL LINING CL. A		1,725	SY	\$ 8,625.00
27340	TEMP.DIVE.CHANNEL EXCAVATION		1,150	CY	\$ 3,450.00
27451	INLET PROTECTION, TYPE A		3	EA	\$ 519.00
27461	INLET PROTECTION, TYPE B		29	EA	\$ 6,032.00
27505	TEMP. SILT FENCE		7,919	LF	\$ 15,838.00

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State Project 0095-969-720

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Date: 4/15/2016

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27275	NS TEMP. SUPER SILT FENCE		3,299	LF	\$ 19,794.00
27545	STORM WATER MAN. BASIN EXCAVATION		7,535	CY	\$ 45,210.00
27550	STORM WATER MAN.DRAIN.STR.SWM		12	LF	\$ 22,800.00
27580	TEMP. SEDIMENT BASIN EXCAVATION		8,078	CY	\$ 105,014.00
50108	SIGN PANEL GROUND MOUNTED		940	SF	\$ 48,854.00
50108	SIGN PANEL OVERHEAD		2,277	SF	\$ 118,378.00
50108	SIGN PANEL MAST ARM MOUNTED		819	SF	\$ 42,588.00
50435	SIGN POSTS - GRND. MOUNTED		28	EA	\$ 21,756.00
50576	CONC. FDN. - CANTILEVER & OH SIGNS		11	EA	\$ 715,000.00
50495	CONC. FDN. - GROUND MTD. SIGNS		28	EA	\$ 56,000.00
50864	REMOVE-DISPOSE SIGN STRUCT. CANTILEVER		6	EA	\$ 37,200.00
50864	REMOVE-DISPOSE SIGN STRUCT. GROUND MOUNTED		2	EA	\$ 4,000.00
50864	REMOVE-DISPOSE SIGN STRUCT. OVERHEAD		1	EA	\$ 19,700.00
50902	NS TRAFFIC SIGN OH 80' SPAN 1801-1802		1	EA	\$ 70,900.00
50902	NS TRAFFIC SIGN CANTILEVER 40' SPAN 2001		1	EA	\$ 60,000.00
50902	NS TRAFFIC SIGN OH 80' SPAN 2201-2202		1	EA	\$ 72,000.00
50902	NS TRAFFIC SIGN OH 75' SPAN 1201-1202		1	EA	\$ 65,000.00
50902	NS TRAFFIC SIGN CANTILEVER 52' SPAN 1301		1	EA	\$ 60,000.00
50902	NS TRAFFIC SIGN CANTILEVER 50' SPAN 201		1	EA	\$ 60,000.00
50902	NS TRAFFIC SIGN OH 95' SPAN 601-602		1	EA	\$ 70,000.00
50902	NS TRAFFIC SIGN OH 110' SPAN 603		1	EA	\$ 90,000.00
50902	NS TRAFFIC SIGN CANTILEVER 50' SPAN 701		1	EA	\$ 60,000.00
50902	NS TRAFFIC SIGN OH 90' SPAN 702-703		1	EA	\$ 72,000.00
50902	NS TRAFFIC SIGN OH 90' SPAN 901-902		1	EA	\$ 72,000.00
54076	TY.B CL VI PAVE. LINE MARK. 6"		29,920	LF	\$ 119,680.00
54077	TY.B CL VI PAVE. LINE MARK. 8"		9,050	LF	\$ 45,250.00
54078	TY.B CL VI PAVE. LINE MARK. 12"		723	LF	\$ 5,061.00
54100	NS TY.B CL VI PAVE. LINE MARK. 24"		1,496	LF	\$ 25,432.00
54101	NS PAVEMENT MESSAGE MARK. "ONLY"		2	EA	\$ 1,502.00
54101	NS PAVEMENT MESSAGE MARK. "E-Z PASS"		2	EA	\$ 5,200.00
54105	ERAD. OF EXIST. PAVE.MARKING		270	LF	\$ 810.00
54217	SNOW PLOW.RAISED PAVE.MARKER ASPH.CONC.		65	EA	\$ 2,080.00
55348	SERVICE PANEL SE-9		1	EA	\$ 30,200.00
55140	CONC. LIGHT POLE FDN. LF-1 Type A		33	EA	\$ 92,400.00
55192	LIGHT POLES LP-2 Type H (48-52 Ft.)		33	EA	\$ 198,000.00
55348	SERVICE PANEL SE-9 TY. A MOD W/ GENERATOR SVC		2	EA	\$ 205,000.00
55353	LIGHTING CTRL. CENTER CCW-1 TY. D		1	EA	\$ 27,500.00
55514	LUMINAIRE 400 WATT HPS OFFSET		33	EA	\$ 32,142.00
55587	JUNCTION BOX JB-S2		38	EA	\$ 121,600.00
55588	JUNCTION BOX JB-S3		62	EA	\$ 210,800.00
56050	(1) 2" SDR-11 BORED CONDUIT		75	EA	\$ 3,375.00
56052	(1) 4" SDR-11 BORED CONDUIT		300	EA	\$ 13,500.00
56052	(2) 4" SDR-11 BORED CONDUIT		150	LF	\$ 10,500.00
56052	(4) 4" SDR-11 BORED CONDUIT		1,180	LF	\$ 133,340.00
56053	2" PVC CONDUIT		46,000	LF	\$ 276,000.00

Attachment 4.3.2
State Project 0095-969-720

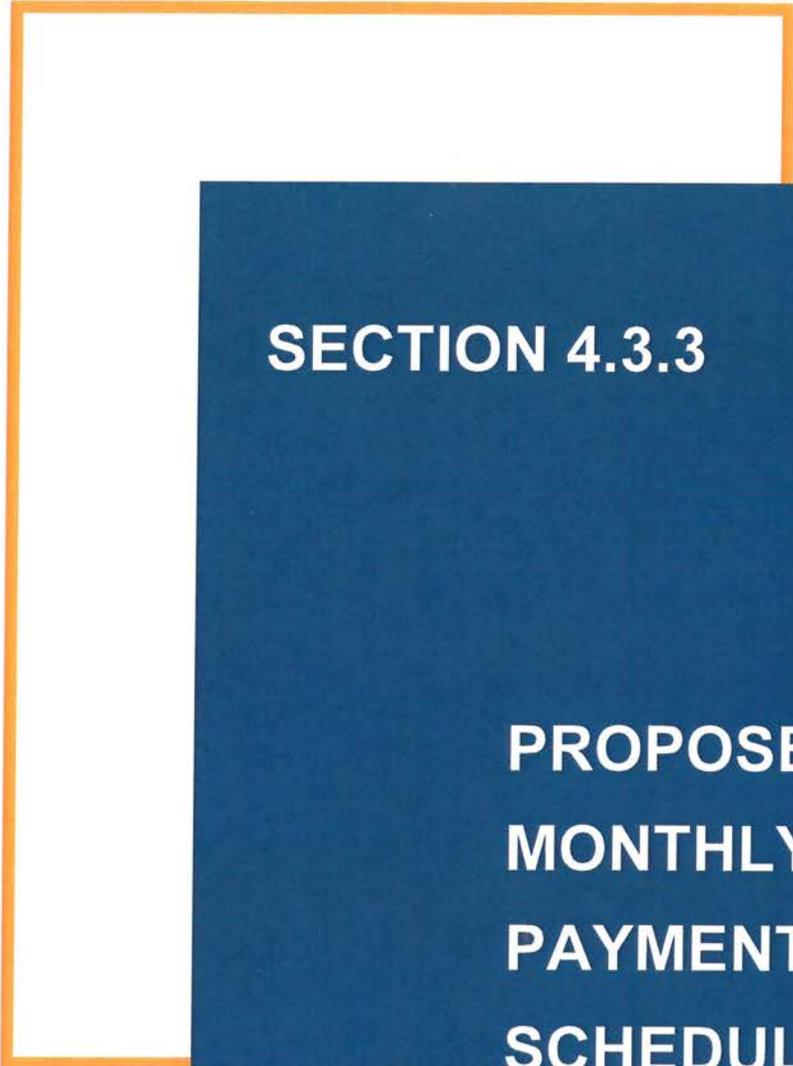
SCHEDULE OF ITEMS (ver. 4-15-2014)

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Date: 4/15/2016

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
56055	4" PVC CONDUIT		47,200	LF	\$ 472,000.00
56200	TRENCH EXCAVATION ECI-1		26,800	LF	\$ 482,400.00
59050	30 TO 60 KW GENERATOR & UPS		2	EA	\$ 248,000.00
59050	LARGE FIBER OPTIC JUNCT. BOX JB-FO3		62	EA	\$ 347,200.00
59050	POLE FDN. (ITS) W/ GRADE BEAM		13	EA	\$ 187,200.00
59050	AT-GRADE CABINET		8	EA	\$ 407,200.00
59050	POLE-MOUNTED CABINET		10	EA	\$ 424,000.00
59050	STEEL ITS POLE		13	EA	\$ 156,000.00
59050	VERTICAL SWING GATES		19	EA	\$ 950,000.00
59050	DMS THREE LINE FREEWAY TYPE A		4	EA	\$ 440,000.00
59050	CCTV CAMERA		7	EA	\$ 105,000.00
59050	AID CAMERA		7	EA	\$ 70,000.00
59050	VEHICLE DETECTOR		13	EA	\$ 260,000.00
59050	GATE CONTROLLER		4	EA	\$ 320,000.00
59050	GENERATOR COMM. CABINET		2	EA	\$ 60,000.00
59050	UPS SYSTEMS		4	EA	\$ 40,000.00
59050	FIBER CABLE TESTING, SPLICING, TERMINATIONS		1	LS	\$ 140,000.00
59050	RELOCATION OF EXISTING DMS		1	EA	\$ 65,000.00
59050	COMMUNICATION HUB		2	EA	\$ 160,000.00
59071	3 CELL TEXTILE INNER DUCT		45,000	LF	\$ 225,000.00
59071	# 8 TRACER WIRE		16,335	LF	\$ 16,335.00
59071	2/0 AWG		72,200	LF	\$ 505,400.00
59071	# 2 AWG		65,685	LF	\$ 328,425.00
59071	# 4 AWG		28,600	LF	\$ 85,800.00
59071	# 6 AWG		8,085	LF	\$ 16,170.00
59071	36 COUNT FIBER OPTIC CABLE		47,800	LF	\$ 239,000.00
85021	TEMPORARY SEEDING		21	AC	\$ 52,500.00

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



SECTION 4.3.3

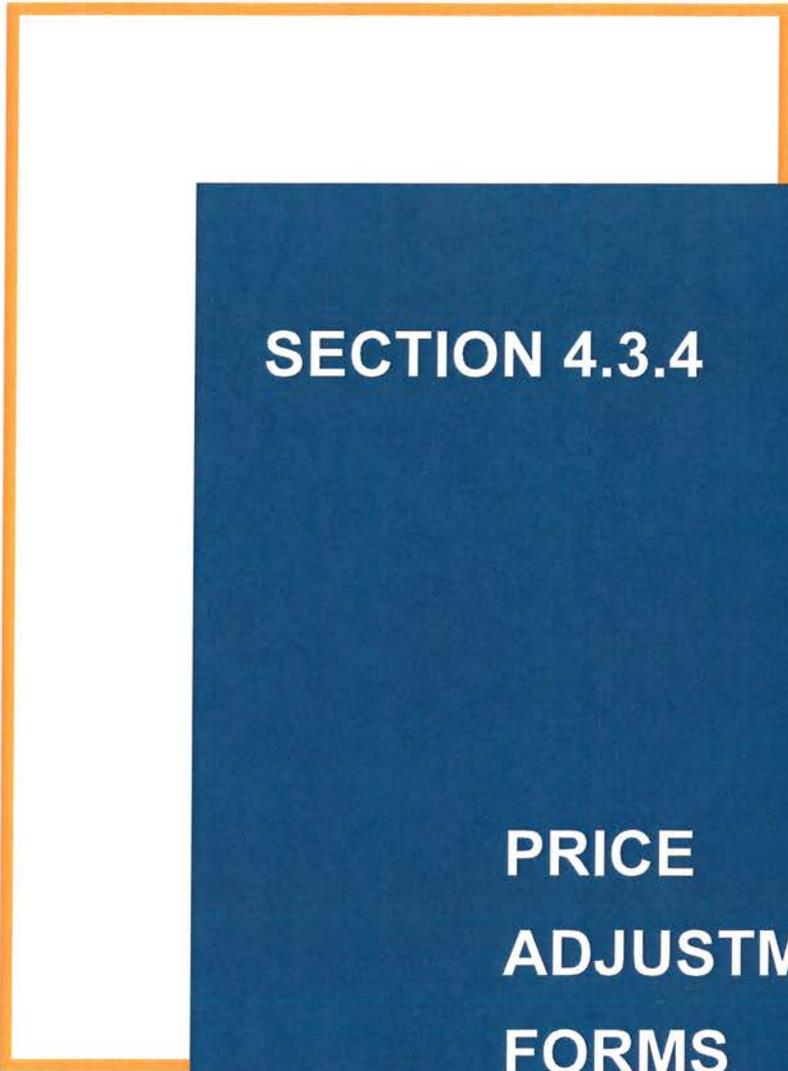
PROPOSED MONTHLY PAYMENT SCHEDULE

Project Name: I-95 Express Lanes-Southern Terminus Extension

Contract ID Number: C00108315DB90

PROPOSED MONTHLY PAYMENT SCHEDULE

Period Ending (Month)	Projected Monthly Total:	Projected Cumulative Total:
July 2016	\$480,467	\$480,467
August 2016	\$1,159,373	\$1,639,840
September 2016	\$863,496	\$2,503,337
October 2016	\$881,845	\$3,385,182
November 2016	\$612,552	\$3,997,733
December 2016	\$996,127	\$4,993,860
January 2017	\$1,088,779	\$6,082,640
February 2017	\$958,022	\$7,040,662
March 2017	\$1,141,656	\$8,182,319
April 2017	\$1,277,700	\$9,460,018
May 2017	\$1,277,700	\$10,737,718
June 2017	\$1,274,044	\$12,011,762
July 2017	\$1,361,938	\$13,373,700
August 2017	\$1,579,746	\$14,953,447
September 2017	\$1,773,660	\$16,727,106
October 2017	\$1,754,341	\$18,481,447
November 2017	\$1,729,066	\$20,210,513
December 2017	\$1,626,148	\$21,836,661
January 2018	\$1,527,090	\$23,363,751
February 2018	\$1,553,297	\$24,917,048
March 2018	\$1,487,265	\$26,404,312
April 2018	\$1,288,522	\$27,692,834
May 2018	\$1,191,569	\$28,884,403
June 2018	\$1,092,566	\$29,976,968
July 2018	\$631,833	\$30,608,802
August 2018	\$476,198	\$31,085,000
		\$31,085,000



SECTION 4.3.4

PRICE ADJUSTMENT FORMS

**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: 0095-969-720, P101, R201, C501

DISTRICT: FREDERICKSBURG

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 \$ 480.00 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: 4/13/2016

SIGNATURE: 

Branch Highways, Inc.
(Firm or Corporation)

B319
(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.

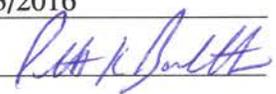
In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce,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

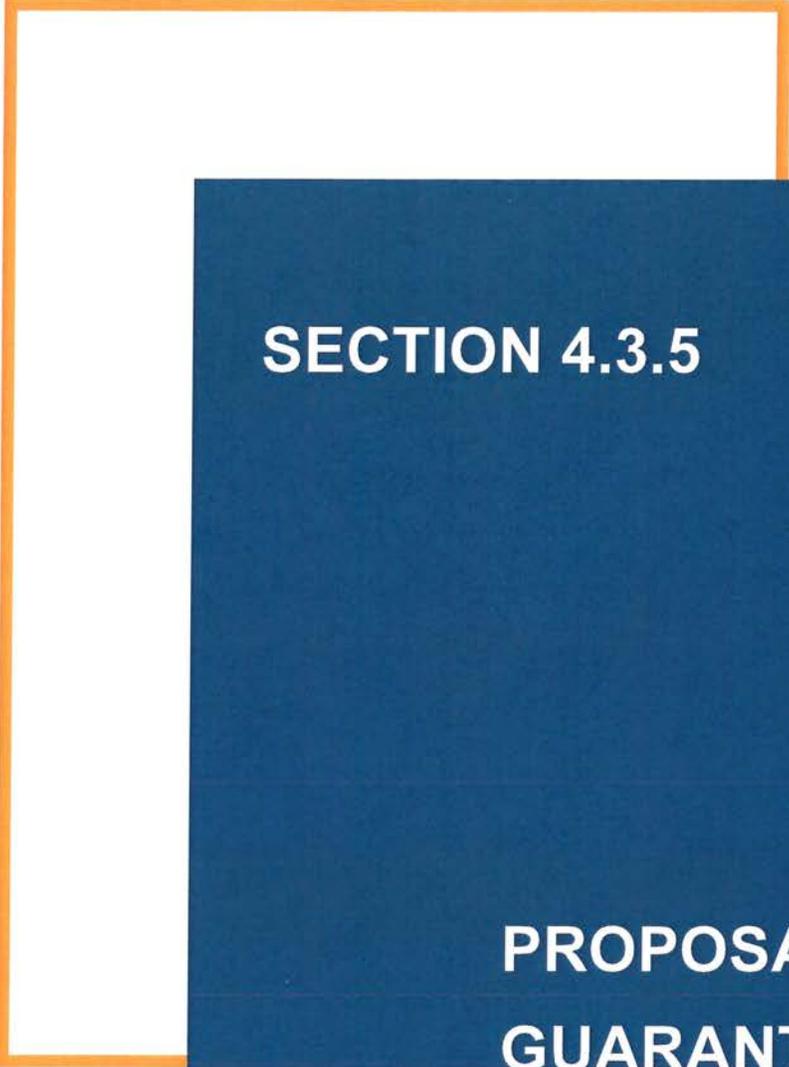
I elect not to use this provision

Date: 4/13/2016

Signature: 

Design-builder: Branch Highways, Inc.

Vendor No.: B319



SECTION 4.3.5

PROPOSAL GUARANTY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Branch Highways, Inc. As principal, and Hartford Fire Insurance Company Surety, are held and firmly bound unto the Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE BID, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

SIGNED, sealed and dated this 15th Day of April, 20 16

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

PROJECT NUMBER: A DESIGN-BUILD PROJECT I-95 Express Lanes-Southern Terminus Extension
State Project No.: 0095-969-720, P101, R201, C501
Federal Project No.: STP-000S (321)
Contract ID Number: C00108315DB90

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

Branch Highways, Inc.
(Principal*)
By: Patrick K. Bartorillo
(Officer, Partner or Owner) (Seal)
Patrick K. Bartorillo, President
(Principal*)

Hartford Fire Insurance Company
(Surety Company)
By: Theresa S. Stump
(Attorney-in-Fact**) (Seal)
Theresa S. Stump, Attorney-in-Fact
One Hartford Plaza, Hartford, CT 06155
(Address)

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

(Principal*)

By: _____
(Surety Company)

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

By: _____
(Officer, Partner or Owner) (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

Direct Inquiries/Claims to:

THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 14-730214 (MC), 14-730836, 14-731912

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint up to the amount of unlimited:

Tracy L. Carille, Chris James, Christi Horn of Franklin TN, Robert M. Coon, Susan F. Westbrook, Linda P. Greenway of Greensboro NC, Windy Lovelady of Raleigh NC, Latimer Williams, Tambri Doby of Charlotte NC, E. Bruce Wilsie, Theresa S. Stump, Deanna W. Sparks, Sherrie B. Denison, Matthew D. Kerr III, Vickie H. Bibee, Bethany Murphy of Roanoke VA, R. Hutcheson Mauck Jr., Mike Philhower, Stacey W. Hall, Nancy L. Adams, James J. Roberts III of Richmond VA, William B. San Soucie, Joanna M. Carson, Lindsey M. DeJarnette, Stephen B. Dolin, Cary A. McFadden, Cara Brown of Lynchburg VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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 mechanical applied signatures or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on 10/1/98, 9/19/00, 7/21/03, 1/22/04, 3/1/07, 8/1/09 or 8/1/12 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray
John Gray, Assistant Secretary

Gary W. Stumper
Gary W. Stumper, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this fifteenth day of March, 2013, before me personally came Gary W. Stumper to me known, who being by me duly sworn, did depose and say: that (s)he resides in the County of Hartford, State of Connecticut, that (s)he is the Vice President of the Companies, the corporations described in and which executed the above instrument, that (s)he knows the seals of the said corporations, that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

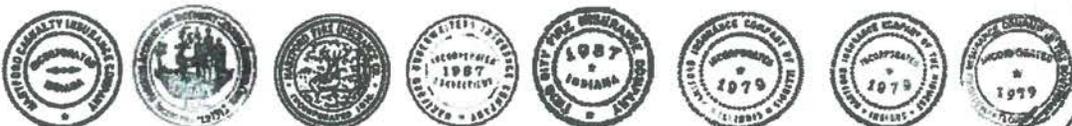


Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

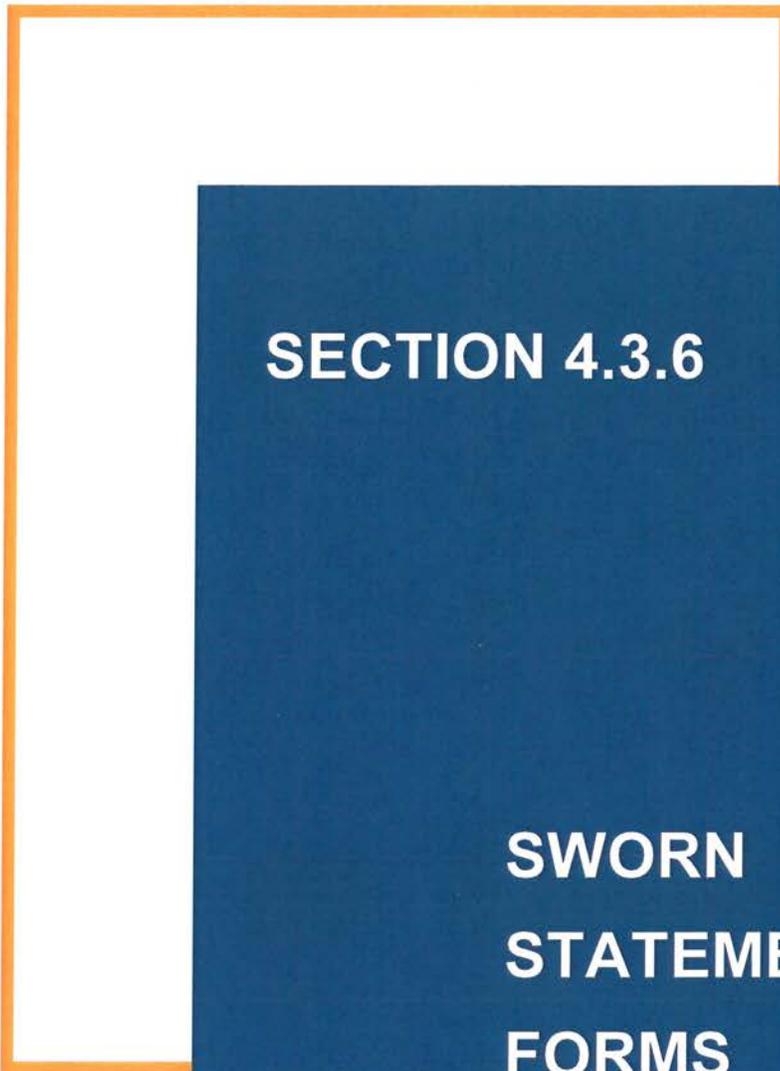
CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies 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 still in full force effective as of April 15, 2016

Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

SECTION 4.3.6SWORN
STATEMENT
FORMS

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: 0095-969-720, P101, R201, C501

FHWA: STP-000S (321)

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

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

AFFIDAVIT

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

Signed at Roanoke City, VIRGINIA, this 11th day of April, 20 16
County (City), STATE

Branch Highways, Inc. By: [Signature] PRESIDENT
(Name of Firm) (Signature) Title (print)

STATE of VIRGINIA COUNTY (CITY) of CITY OF ROANOKE

To-wit: I Pamela Simmons, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Patrick K. Bartorillo, President

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 11th day of April, 20 16

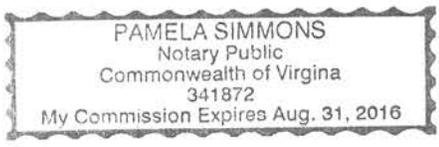
[Signature] My Commission expires 8/31/2016
Notary Public

**OR
UNSWORN DECLARATION**

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

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

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



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: 0095-969-720, P101, R201, C501

FHWA: STP-000S (321)

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

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

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

NAME	Location of Principal Office
<u>VTCA</u>	<u>Richmond, VA</u>
<u>HCCA</u>	<u>Manassas, VA</u>
<u>Carolinas AGC (CAGC)</u>	<u>Charlotte, NC</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.

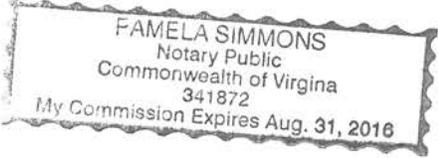
Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration 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 Roanoke City, VIRGINIA, this 11th day of April, 20 16
County (City), STATE
Branch Highways, Inc. By: *Patrick K. Bartorillo* PRESIDENT
(Name of Firm) (Signature) Title (print)
STATE of VIRGINIA COUNTY (CITY) of CITY OF ROANOKE

To-wit:
I Pamela Simmons, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Patrick K. Bartorillo, President 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 11th day of April, 20 16
Pamela Simmons My Commission expires 8/31/2016
Notary Public





In Conjunction With:

