A Design-Build Project

US Route 15/29 Improvements at Vint Hill

From: 0.96 Miles South of Route 215 to: Intersection of US 29 and Route 215
Fauquier County, Virginia

State Project No.: 0029-030-843, P101, R201, C501 | Federal Project No.: HSIP-5B01(020) | Contract ID Number: C00114713DB105

March 19, 2019
**ATTACHMENT 4.0.1.1**

**US Route 15/29 Improvements at Vint Hill, C0114713DB1050**

**LETTER OF SUBMITTAL CHECKLIST AND CONTENTS**

Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

<table>
<thead>
<tr>
<th>Letter of Submittal Component</th>
<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
<th>Page Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Submittal Checklist and Contents</td>
<td>Attachment 4.0.1.1</td>
<td>Section 4.0.1.1</td>
<td>01-02</td>
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<td>Acknowledgement of RFP, Revisions, and/or Addenda</td>
<td>Attachment 3.4 (Form C-78-RFP)</td>
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<td>Section 4.1.8</td>
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# LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

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<td>06-32</td>
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<td>Affiliated and/or Subsidiary Companies</td>
<td>Attachment 4.2.1</td>
<td>Section 4.2.1</td>
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<td>Certification Regarding Debarment Forms</td>
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ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: US Route 15/29 Improvements at Vint Hill
RFP NO.: C00114713DB105
PROJECT NO.: 0029-030-843

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Acknowledgement shall be made of receipt of the Request for Proposals (RFP) and 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 3.4, 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 – February 4, 2019
   (Date)

2. Cover letter of RFP Addendum No. 1 – February 19, 2019
   (Date)

3. Cover letter of RFP Addendum No. 2 – February 28, 2019
   (Date)

4. Cover letter of RFP Addendum No. 3 – March 8, 2019
   (Date)

______________________________
SIGNATURE    3/12/19

______________________________
Edward C. Dalrymple, Jr.    President

______________________________
PRINTED NAME    TITLE
March 18, 2019

Joseph A. Clarke, P.E., DBIA
Alternate Project Delivery Division
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219

Letter of Submittal Section 4.1
US Route 15/29 Improvements at Vint Hill
Fauquier County, Virginia
State Project No. 0029-030-843
Contract ID Number: C00114713DB105

Dear Mr. Clarke,

Chemung Contracting Corporation (CCC), as the Offeror, is pleased to submit to the Virginia Department of Transportation (VDOT) this Letter of Submittal for the US Route 15/29 Improvements at Vint Hill. The CCC team offers committed highly qualified professionals with the necessary expertise to successfully meet the goals and objectives of this project. The CCC team has thoroughly reviewed the RFP documents along with attending the Pre-Proposal and Utility Meetings, and visiting the project site multiple times. We acknowledge receipt of the Request for Proposal dated February 4, 2019 and revised by Addendum No.1 dated February 19, 2019, Addendum No.2 dated February 28, 2019, and Addendum No.3 dated March 8, 2019 for the above-referenced project.

Submittal Requirements
The CCC Team submits the information below as detailed in Section 4.1 of the Request for Qualifications:

4.1.1 The full legal name and address of Chemung Contracting is as follows:
Chemung Contracting Corporation, P.O. Box 12, 10496 Quarry Drive, Mitchells, VA 22729

4.1.2 Chemung Contracting Corporation, if selected, will enter into a contract with VDOT for the Project in accordance with the terms of this RFP.

4.1.3 Pursuant to Part 1, Section 8.2, CCC, declares that the offer represented by the Price Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is submitted to VDOT ("Letter of Submittal & Price Proposal Due Date").

4.1.4 The contact information for Billy Myers (DBPM) who is responsible for the oversight of the entire CCC Team and will be the primary point of contact with VDOT is as follows:
Billy Myers, Design-Build Project Manager 540.829.7203 (Office)
10496 Quarry Drive 540.829.5593 (Fax)
Mitchells, VA 22729 bmyers@dalholding.com
4.1.5 The principal officer of CCC with whom a D/B contract with VDOT would be written is:

Edward C. Dalrymple, Jr., President
10496 Quarry Drive
Mitchells, VA 22729
540.829.7203 (Office)
540.829.5593 (Fax)
edalrymple@dalholding.com

4.1.6 CCC is a registered Corporation in the Commonwealth of Virginia and will take financial responsibility for the Project. A single 100% performance bond and payment bond will be provided.

4.1.7 Chemung Contracting Corporation will be the Lead Contractor and as the Offeror will serve as the prime/general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with VDOT. Volkert, Inc. is the prime design consulting firm responsible for the overall design of the Project. Volkert, Inc.is defined as the firm proposed by the Offeror to provide the Quality Assurance Manager for the Project.

4.1.8 CCC is active, in good standing and prequalified to bid on the Project. CCC’s prequalification number is C224 and evidence of prequalification is included in Appendix 4.2.3.

4.1.9 CCC is committed to achieving the 10% DBE participation goal for the Project. CCC consistently meets DBE goals and has met the goal on all previous projects completed in Virginia.

4.1.10 CCC proposes an Interim Milestone of August 2, 2019 and Final Completion Date of September 30, 2019 in accordance with Part 1, Section 2.3.1.

The CCC Team appreciates the opportunity to submit the Letter of Submittal. We are confident that the CCC Team will deliver this project for VDOT and stakeholders that meet safety, quality, and schedule demands of this project.

Respectfully,

Edward C. Dalrymple, Jr., President
Chemung Contracting Corporation
4.2.1 Affiliated and/or Subsidiary Companies
ATTACHMENT 4.2.1
State Project No. 0029-030-843

Affiliated and Subsidiary Companies of the Offeror

Offerors shall complete the table and include the addresses of affiliates or subsidiary companies as applicable. By completing this table, Offerors certify that all affiliated and subsidiary companies of the Offeror are listed.

- The Offeror does not have any affiliated or subsidiary companies.
- Affiliated and/or subsidiary companies of the Offeror are listed below.

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<thead>
<tr>
<th>Relationship with Offeror (Affiliate or Subsidiary)</th>
<th>Full Legal Name</th>
<th>Address</th>
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<tbody>
<tr>
<td>Subsidiary</td>
<td>Dalrymple Holding Corporation</td>
<td>2105 S. Broadway, Pine City, NY 14871</td>
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<tr>
<td>Subsidiary</td>
<td>Cedar Mountain Stone Corporation</td>
<td>P.O. Box 12, 10496 Quarry Dr., Mitchells, VA 222729</td>
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<tr>
<td>Subsidiary</td>
<td>Seneca Stone Corporation</td>
<td>2747 Co. Rd. 121, Seneca Falls, NY 13148</td>
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<tr>
<td>Subsidiary</td>
<td>Dalrymple Realty Corporation</td>
<td>2105 S. Broadway, Pine City, NY 14871</td>
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4.2.2 Certification Regarding Debarment
ATTACHMENT 4.2.2(a)

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0029-030-843

1) The prospective primary participant 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations 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 in paragraph 1) b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

Signature: 
Date: 3/05/2019
Title: President

Chemung Contracting Corporation

Name of Firm
ATTACHMENT 4.2.2(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature]
March 14, 2019
Vice President, Mid-Atlantic Region
Date
Title

Volkert, Inc.

Name of Firm

*Volkert, Inc. will be serving as both the Lead Designer and Quality Assurance firm on the Chemung team.
ATTACHMENT 4.2.2(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

______________________________
Signature

______________________________
Date

______________________________
Director, ROW and Utility Coordination Services
Title

Bowman Consulting Group, Ltd.
Name of Firm
ATTACHMENT 4.2.2(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature]  February 25, 2019  Principal and Executive Vice-President

Date  Title

CES Consulting LLC
Name of Firm

10
ATTACHMENT 4.2.2(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

Signature ______________________________________________________________________

February 19, 2019 President

Date __________________________________________________________________________

Title __________________________________________________________________________

Dovetail Cultural Resource Group

Name of Firm
ATTACHMENT 4.2.2(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature] 02/19/2019 Senior Principal
[Date] Title

GeoConcepts Engineering, Inc., A Terracon Company
Name of Firm
ATTACHMENT 4.2.2(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

Signature 02/20/2019 President
Date Title

Precision Measurements, Inc.

Name of Firm
4.2.3 Offeror’s VDOT Prequalification Certification Evidence
Vendor ID: C224
Vendor Name: CHEMUNG CONTRACTING CORPORATION
Prequal Level: Prequalified
Prequal Exp: 03/31/2020

-- PREQ Address --
P.O. BOX 12 10496 QUARRY DR.
MITCHELLS, VA 22729
Phone: (540)829-7203
Fax: (540)829-5593

Work Classes (Listed But Not Limited To)
002 - GRADING
003 - MAJOR STRUCTURES
004 - ASPHALT CONCRETE PAVING
007 - MINOR STRUCTURES
045 - UNDERGROUND UTILITIES
054 - MARINE CONSTRUCTION

Bus. Contact: DALRYMPLE, JR., EDWARD CARTER
Email: EDALRYMPLE@DALHOOLDING.COM

-- DBE Information --
DBE Type: N/A
DBE Contact: N/A
4.2.4 Evidence of Obtaining Bonding
March 5, 2019

Commonwealth of Virginia
Department of Transportation (VDOT)
1401 E. Broad Street
Annex Building, 8th Floor
Richmond, Virginia 23219
Attn: Joseph A. Clarke, P.E. DBIA

Re: Request for Proposal for Chemung Contracting Corporation
Project: Design-Build Project, US Route 15/29 Improvement at Vint Hill
Fauquier County, Virginia
State Project No. 0029-030-843
Contract ID Number: C00114713DB105
Submission Date: March 15, 2019

Dear Mr. Clarke,

As surety for the above captioned contractor, the Travelers Casualty and Surety Company of America, has an A.M. Best Financial Strength Rating of A++ and Financial Size Category of XV. The Travelers Casualty and Surety Company of America acknowledges that the Chemung Contracting Corporation is capable of obtaining a 100% Performance Bond and a 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction as defined in Section 2.2 ($3,500,000) of the RFP. The said bonds will cover the Project and any warranty periods as provided in the contract documents on behalf of Chemung Contracting Corporation in the event that they are the successful bidder and enter into a contract for this project.

Chemung Contracting Corporation is a highly valued contract surety bond client of Travelers Casualty and Surety Company of America. We have the utmost confidence in their ability to administer and perform a construction contract of this size and magnitude. We would highly recommend them for your consideration.

Very truly yours,
Travelers Casualty and Surety Company of America

By: ____________________________
   T. M. Tyrrell, Attorney-in-Fact
SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany

On this 5th day of March, 2019, before me personally appeared T. M. Tyrrell, to me known, who, being by me duly sworn, did depose and say: That he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the State of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

[Signature]
Rensselaer County
Comm. Exp. 12/18/2022

JAYMIE COLUMBUS
Notary Public, State of New York
Qualified in Rensselaer County
No. 01CO6158181
Commission Expires Dec. 18, 2022
## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONNECTICUT 06143

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

CAPITAL STOCK $4,060,000

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<td>637,143</td>
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<td>Payable for Securities Lending</td>
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<tr>
<td>20,685,672</td>
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<tr>
<td>Other Reinsurance Net Premiums Payable</td>
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<tr>
<td>23,704,902</td>
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<tr>
<td>Other Accrued Expenses and Liabilities</td>
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<tr>
<td>698,489</td>
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<tr>
<td>Total Liabilities</td>
<td></td>
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<tr>
<td>$2,945,294,372</td>
<td></td>
</tr>
</tbody>
</table>

**Capital Stock**  $4,060,000

**Paid-In Surplus**  $433,006,799

**Total Surplus To Policyholders**  $2,010,083,827

**Total Liabilities & Surplus**  $4,232,789,089

STATE OF CONNECTICUT
COUNTY OF HARTFORD  ) SS.
CITY OF HARTFORD  )


[Signature]
SECOND VICE PRESIDENT

SUSAN M. WEISSLEDER:
Notary Public
My Commission Expires November 30, 2022

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26TH DAY OF MARCH, 2018

[Notary Seal]
NOTARY PUBLIC
COMMUNITY OF CONNECTICUT
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint T.M. Tyrrell of Albany, New York, their true and lawful Attorney-in-Fact 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 hereunto affixed, this 3rd day of February, 2017.

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

[Signature]

[Seal]

Marie C. Tetreau, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 5th day of March, 2019

[Signature]

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
4.2.5 DPOR Licenses & SCC Registrations
ATTACHMENT 4.2.5
State Project No. 0029-030-843

SCC and DPOR Information

Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 4.2.5 and that all businesses listed are active and in good standing.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>SCC Information (4.2.5.1)</th>
<th>DPOR Information (4.2.5.2)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SCC Number</td>
<td>SCC Type of Corporation</td>
<td>SCC Status</td>
<td>DPOR Registered Address</td>
</tr>
<tr>
<td>Lead Contractor</td>
<td>F0487456</td>
<td>Foreign Corporation</td>
<td>Active</td>
<td>10496 Quarry Drive, PO Box 12, Mitchells, VA 22729</td>
</tr>
<tr>
<td>Chemung Contracting Corporation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Designer &amp; Quality Assurance Firm</td>
<td>F1366592</td>
<td>Foreign Corporation</td>
<td>Active</td>
<td>6225 Brandon Avenue, Suite 540, Springfield, VA 22150</td>
</tr>
<tr>
<td>Volkert, Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CHEMUNG CONTRACTING CORPORATION

General

SCC ID: F0487456
Entity Type: Foreign Corporation
Jurisdiction of Formation: NY
Date of Formation/Registration: 7/31/1985
Status: Active
Shares Authorized: 1000

Principal Office

2105 S. BROADWAY
PINE CITY NY14871

Registered Agent/Registered Office

SAMUEL R WALKER
FRAY HUDSON CLARK & WALKER LLP
115 S WEST ST
CULPEPER VA 22701
CULPEPER COUNTY 123
Status: Active
Effective Date: 4/8/2015
Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That CHEMUNG CONTRACTING CORPORATION, a corporation incorporated under the law of New York, is authorized to transact business in the Commonwealth of Virginia;

That it obtained a certificate of authority to transact business in Virginia from the Commission on July 31, 1985; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 5, 2018

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1802055476
COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* CBC ELE H/H HVA PLB RBC

CHEMUNG CONTRACTING CORP
10496 QUARRY DR
PO BOX 12
MITCHELLS, VA 22729

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)
Volkert, Inc.

General

SCC ID: F1366592
Entity Type: Foreign Corporation
Jurisdiction of Formation: AL
Date of Formation/Registration: 1/21/1999
Status: Active
Shares Authorized: 2250

Principal Office

P.O. BOX 7434
MOBILE AL36670

Registered Agent/Registered Office

CORPORATION SERVICE COMPANY
100 Shockoe Slip Fl 2
Richmond VA 23219
RICHMOND CITY  216
Status: Active
Effective Date: 1/1/2018
STATE CORPORATION COMMISSION

Richmond, December 7, 2009

This is to certify that a certificate of authority to transact business in Virginia was issued and admitted to record in this office for

Volkert, Inc.
(Formerly known as Volkert & Associates, Inc.)
(Formerly known as David Volkert & Associates, Inc.)
(Date of qualification – January 21, 1999)

a corporation organized under the laws of ALABAMA and that the said corporation is authorized to transact business in Virginia, subject to all Virginia laws applicable to the corporation and its business.

State Corporation Commission
Attest:

Clerk of the Commission
CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That Volkert, Inc., a corporation incorporated under the law of Alabama, is authorized to transact business in the Commonwealth of Virginia;

That it obtained a certificate of authority to transact business in Virginia from the Commission on January 21, 1999; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
January 6, 2017

Joel H. Peck, Clerk of the Commission
COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION

PROFESSIONS: LA, ENG

VOLKERT INC
6225 BRANDON AVE STE 540
SPRINGFIELD, VA 22150

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)
### ATTACHMENT 4.2.6(a)

#### LEAD CONTRACTOR - WORK HISTORY FORM

**LIMIT 1 PAGE PER PROJECT**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
</tr>
</thead>
</table>

#### h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly. The Work History Form shall include only one singular project. Projects with multiple phases, segments, elements, and/or contracts shall not be considered a single project. If a project listed includes multiple phases, segments, elements, and/or contracts, the Offeror’s Proposal may be rendered non-responsive. In any case, only the first phase, segment, element, and/or contract listed will be evaluated.

**OVERVIEW**

To improve safety and maximum capacity, NYSDOT designed this project to rehabilitate primary arterial Route 17, a PCC pavement project constructed in 1970. The scope included upgrading seven miles of Route 17 to interstate highway standards, with rehabilitation of 13 existing bridges, ramps, removal of cattle crossing, all while maintaining traffic for both east and west bound lanes.

**RESPONSIBILITIES**

Chemung served as the prime contractor for the reconstruction of Rt. 17. Scope included roadway reconstruction, detour of existing Rt. 17, bridge upgrades, ramp improvements, storm drainage, maintenance of traffic with multiple sequence scheduling, aggregate, asphalt rehabilitation and construction management of subcontractors. Scope included 238,483 CY excavation, rubblizing existing Portland cement concrete pavement of 154,345 SY, 32,984 CY subbase material, 152,386 TN of asphalt paving, and reconstruction of eight structures including bridge joints, facia walls, and barrier.

**PROOF OF QUALITY PERFORMANCE**

- This project is representative of a primary arterial roadway project with a construction value in excess of $3,000,000 that achieved on schedule completion.
- Participation with stakeholders was paramount to maintain strong relationships.
- During reconstruction of structures and roadways, prepared a detailed schedule of materials and staging to maintain access along the roadway.
- Use of multiple plants allowed for the placement of asphalt pavement with pavers in echelon placing up to 8,000 tons per shift avoiding centerline joint.

**LESSONS LEARNED**

- Team Partnering – Chemung and NYSDOT managed the successful Partnering Program through innovative open honest dialogue while discussing project issues and aggressive resolution response times.
- Phased Construction – Multiple traffic shifting throughout project while maintaining active east and west bound lanes.
- Public Safety – Created and managed strong relationships with all stakeholders, to accommodate activities throughout project duration, informing users in both New York and Pennsylvania (portions of the project were in Pennsylvania but maintained by NYDOT).
**LEAD CONTRACTOR - WORK HISTORY FORM**

*LIMIT 1 PAGE PER PROJECT*

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
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<tbody>
<tr>
<td>Name: SR6015 Section 61P</td>
<td>Name: Pennsylvania Department of Transportation</td>
<td>Name of Client/Owner: Pennsylvania Department of Transportation</td>
<td>09/03/2004</td>
<td>09/02/2004</td>
<td>$18,196</td>
<td>$19,364</td>
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<tr>
<td>Location: Mansfield, PA</td>
<td></td>
<td>Phone: (570) 368-4229</td>
<td></td>
<td>Completed one day ahead of schedule</td>
<td></td>
<td>Met budget set by state but C.O.’s increased final contract value.</td>
</tr>
<tr>
<td></td>
<td>Project Manager: Tim Sullivan</td>
<td>Email: <a href="mailto:timsullivan@pa.gov">timsullivan@pa.gov</a></td>
<td></td>
<td></td>
<td></td>
<td>$14,060</td>
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<td></td>
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<td>Phone: (570) 368-4227</td>
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</table>

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly. The Work History Form shall include only one singular project. Projects with multiple phases, segments, elements, and/or contracts shall not be considered a single project. If a project listed includes multiple phases, segments, elements, and/or contracts, the Offerer’s Proposal may be rendered non-responsive. In any case, only the first phase, segment, element, and/or contract listed will be evaluated.

**OVERVIEW**
The project consisted of constructing approximately 10.5 miles of Route 15 (Future I-99), a primary arterial roadway, and rehabilitating four bridges near and around Mansfield, PA. One of the bridges carried new southbound lanes of S.R. 6015 over the Tioga River. This element was part of the enhancement of the S.R. 6015 to a four-lane limited access highway that would eventually become part of the Interstate 99 corridor. This structure was built adjacent to an existing companion structure.

**RESPONSIBILITIES**
Chenung Contracting/Dalrymple Gravel and Contracting Corp., wholly owned subsidiaries of Dalrymple Holding Corporation, constructed the project and were responsible for all aspects of the work. The major items of work included approximately 221,000 tons of asphalt paving; eight structure rehabilitations, four of which included Design-Build of the bridge decks and parapets; installation of drainage pipe; 80,000ft of base drain; a 94” pipe culvert and a 20’x6’ box culvert; electrical; guide rail; installation of concrete barrier and curb and other miscellaneous work. A key team member proposed for the Fauquier County Design-Build Project served on the management team on this project. Likewise, all materials (aggregates, asphalt, and ready mix concrete) for the project were provided by mines and asphalt plants owned by Dalrymple Holding Corporation as will be the case for the Fauquier County project on Route 15/29 at Vint Hill Road.

**PROOF OF QUALITY PERFORMANCE**
- This previous PennDOT project is representative of a primary arterial roadway project with a construction value in excess of $3,000,000 that achieved early contract completion – construction was completed ten months ahead of schedule.
- Maintained traffic on the companion structure during construction.
- Structural capabilities were performed within limited access work areas under heavy open traffic.
- At Canoe Camp Creek, which had to be constructed prior to the start of the S.R 6015 Section 61P project, mitigated permanent impacts to both wetlands and waterways by stabilizing streams and restoring the riparian corridor.

**LESSONS LEARNED**
- Phased Construction – Gained valuable experience working over and around waterways to establish future understanding of practices and expectations of stakeholders.
- Public Safety – Extensively planned for the safe passage of workers and the traveling public through the use of proven tried and true construction methods that reduced risks associated with designs or could result in further delays. For example, auto-grading equipment controlled the line and grade of subbase materials, ensuring that finish grades were at proper height. This incorporated total stations set-up along the entire project to control both graders and 24’ wide auto-graders. All subgrade elevations were a shot grade not a string line grade.
- Public Awareness – Implemented an environmental team to promote education, assistance, and visual aids to comply with regulations and took proactive measures with stakeholders to pursue their goals while maintaining daily communication with all agencies and committees.

The US Route 15 that crosses Vint Hill Road in Fauquier County is one and the same as this northern location of US Route 15 in Pennsylvania.

**Relevant Project Elements**
- Transportation Management Plan to accommodate MOT
- Stakeholder Coordination
- Public Involvement
- Eliminated impacts to historical property
**ATTACHMENT 4.2.6(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

(LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: D258568 Elmira Arterial Location: Chemung County, NY</td>
<td>Name: New York State Department of Transportation</td>
<td>Name of Client/Owner: New York Department of Transportation Phone: (607) 324-8481 Region Construction Engineer: Chris Giles Phone: (607) 324-8481 Email: <a href="mailto:christopher.giles@dot.ny.gov">christopher.giles@dot.ny.gov</a></td>
<td>11/30/2001</td>
<td>05/28/2002 Contract Extension for Tree Growing Period</td>
<td>$8,523</td>
<td>$6,123</td>
</tr>
</tbody>
</table>

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly. The Work History Form shall include only one singular project. Projects with multiple phases, segments, elements, and/or contracts shall not be considered a single project. If a project listed includes multiple phases, segments, elements, and/or contracts, the Offeror’s Proposal may be rendered non-responsive. In any case, only the first phase, segment, element, and/or contract listed will be evaluated.

**OVERVIEW**

To improve safety and maximum capacity, NYSDOT designed this project to construct new Route 14 and relocate existing Seeley Creek – moving a primary roadway through the local intersections to a bypass.

**RESPONSIBILITIES**

Chemung, a wholly owned subsidiary of Dalrymple Holding Corporation, served as the prime contractor for the construction of Rt. 14 and relocation of Seeley Creek responsible for roadway construction, rerouting and bank stabilization of Seeley Creek, lighting, storm drainage, maintenance of traffic, scheduling, aggregate, asphalt paving, box culverts, and construction management of subcontractors. In addition, the scope of work included constructing multiple box culverts, 52,192 CY impermeable embankment in place, 21,109 tons of heavy stone fill (imbricated rip rap), 121,778 CY unclassified excavation dispose, 158,291 CY embankment in place, 53,810 CY borrow material, 2,598 CY select granular fill, 27,900 CY stone, 4,550 SY of sound wall, and 51,335 TN of asphalt paving.

**PROOF OF QUALITY PERFORMANCE**

- This project is representative of a primary arterial roadway project with a construction value in excess of $3,000,000 that achieved on schedule completion.
- Participation with stakeholders was paramount to maintain strong relationships.
- Recipient of DEQ award for stream relocation and placement of imbricated rip rap systems.
- Development of wetlands for Ducks Unlimited in conjunction with construction of the project.

**LESSONS LEARNED**

- Team Partnering – Chemung and NYSDOT managed a successful Partnering Program through innovative open honest dialogue while discussing project issues on a regular basis and implementation of aggressive resolution response times.
- Stream & Wetland management – developed means and methods to deal with state agencies and environmental communities to address site issues and develop an improved and timely finished project.
- Public Safety – Created and managed strong relationships with all stakeholders to accommodate activities throughout project duration.
4.2.6 Work History Form – Lead Designer
Route 58 is a four-lane, divided, primary arterial, an east-west highway and a National Highway Safety designated corridor, serving as a primary evacuation route and an economic thoroughfare connecting I-95 and I-85 with the Hampton Roads region.

Volkert’s approach involved multiple disciplines to achieve a context-sensitive design that preserves the scenic and environmental resources of the area – wetlands and property owned by the Cheroenhaka Indian Tribal Heritage Foundation – and adds lasting value while achieving VDOT’s goal for an operationally efficient and safe interchange.

Providing project management and civil, structural, traffic, and hydraulic engineering services, Volkert developed a design that consolidates three intersections and provides a new gateway to Courtland.

The design consists of a new 224-foot-long two-span interchange bridge, and ramps; two roundabouts; a new 525-foot-long five-span bridge over wetlands; roadway widening to add an auxiliary lane; constructed wetlands; retaining walls; signs; and pavement markings.

The design of surface-flow constructed wetlands was a cost-effective and innovative way of dealing with high groundwater elevations. The technology used removes pollutants while expanding the natural ecosystem. Impacts to wetlands were minimized with longer bridge spans, reducing the number of piers supporting the new bridge, and with pile bents to eliminate excavation. Utility relocations and ROW acquisition were reduced by widening Route 58 in the median. By replacing stop-controlled intersections with roundabouts, Volkert’s design eliminated stops, increased safety, and calmed traffic.

Traffic engineering services included the development of the IJR on an accelerated schedule. The study recommended two ramp terminal roundabouts to provide unimpeded traffic flow along US 58, and enhance mobility and vehicular safety through the corridor. As part of ongoing traffic engineering services, Volkert performed barrier analysis for proposed temporary traffic control plans and developed a TAMP.

The structural design includes jointless pre-stressed concrete bulb-tee bridges, providing long-term low maintenance solutions for VDOT. Designs for both bridges include MSE walls, which helped reduce impacts to right of way and wetlands.

Evidence of Good Performance

Volkert met VDOT’s design schedule on-time and within budget, providing a cost-effective design that reduced wetlands and ROW impacts, eliminated left turns, improved sight distance, provided safer access, and calmed traffic. Volkert continued to provide construction engineering services through the construction phase.

“...I can convey that the District Project Management Office is very pleased with Volkert's responsiveness, technical and professional guidance, and aggressive design advancement on this project. Another very strong trait that the Volkert team has brought to this project is its thorough knowledge of VDOT’s project development process; which, I believe, is invaluable.”

~ Bruce Duvall, PE, District Manager Project Management Office, VDOT

<table>
<thead>
<tr>
<th>Relevance Project Elements</th>
</tr>
</thead>
<tbody>
<tr>
<td>- New interchange with structures &amp; ramps</td>
</tr>
<tr>
<td>- 2.9-miles of roadway designed</td>
</tr>
<tr>
<td>- IJR on an accelerated schedule</td>
</tr>
<tr>
<td>- Two new roundabouts</td>
</tr>
<tr>
<td>- Route 58 roadway widening</td>
</tr>
<tr>
<td>- Safety &amp; operations improvements</td>
</tr>
<tr>
<td>- Drainage and SWM</td>
</tr>
<tr>
<td>- Innovative SWM design included 1.5 acres of surface-flow constructed wetlands</td>
</tr>
<tr>
<td>- Transportation Management Plan</td>
</tr>
<tr>
<td>- Signing &amp; pavement marking</td>
</tr>
<tr>
<td>- MSE retaining walls</td>
</tr>
<tr>
<td>- Minimize ROW acquisition</td>
</tr>
<tr>
<td>- Minimal utility relocation coordination</td>
</tr>
<tr>
<td>- Addressed challenging geotechnical conditions</td>
</tr>
</tbody>
</table>
LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Start Date</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement. (in thousands)</th>
</tr>
</thead>
</table>

The US 15 / 17 / 29 / 29 Business (Warrenton Bypass) corridor is a busy commuter route – the convergence of multiple primary arterials – on the same corridor as the US Route 15/29 Improvements at Vint Hill project – carrying approximately 43,500 motorists each day to employment centers in Northern Virginia. With substantial growth in the area, traffic is expected to increase to more than 74,000 by 2040. When the Warrenton Bypass was constructed in the 1980s, VDOT envisioned an interchange at Lord Fairfax Drive. With significant traffic delays and backups at the signalized intersection with Lord Fairfax Drive (Route 880), VDOT moved forward with the project.

In the course of the preliminary design contract, the project was selected for the Alternative Delivery Program. Volkert supported VDOT with not only finalizing the preliminary design, but also with development of bridging documents and support at the Public Hearing. Volkert is currently providing review of the design-build (D-B) construction documents.

**Civil Engineering Services**

Volkert studied solutions for improving traffic operations along the corridor with a focus on safety, efficiency, and economy. The study addressed operational efficiency including impacts to three adjacent intersections, safety, geometric feasibility, environmental impacts, and planning. Both at-grade and grade-separated alternatives were screened and studied including the following conventional and innovative interchange and intersection configurations:

- No-build at-grade intersection
- Tight diamond interchange with roundabout terminal intersections
- Displaced left-turn intersection
- Diverging, Tight and Single Point diamond interchange

Volkert’s multi-disciplinary preliminary design incorporated a grade-separated interchange with two innovative roundabout solutions for ramp terminals connecting to existing local urban roadways. Volkert completed the project risk analysis matrix and participated in the risk analysis meeting in support of preparation of design-build documents.

**Detailed Cost Analysis and Alternative Evaluation** – to reduce construction costs as part of the effort to meet the constrained Smart Scale Budget of $26.3M on the project, Volkert provided a meticulous cost estimate utilizing our in-house estimating tool, CoBRA, and was able to design to budget, and eliminate $14M from the project while still providing safety and congestion improvements for the traveling public. Ultimately, the estimates were used to evaluate contractor bids as well. The cost estimates (and work order analyses) generated by CoBRA are highly accurate and an exclusive Volkert added-value for VDOT on the US Route 15/29 Improvements at Vint Hill project.

**Existing Conditions and Operational Analyses** – the existing conditions analysis involved modeling a one-mile segment of the Warrenton Bypass, using Synchro followed by the development of traffic forecasts for opening year 2020 and design year 2040. Synchro, SimTraffic, Sidra, and HCS were used for the operational analyses of the phase-able alternatives for opening year 2020 and design year 2040. The study addressed operational efficiency including impacts to three intersections, safety, geometric feasibility, environmental impacts, cost, and planning.

This type of analysis is part of the added-value that Volkert provides the US Route 15/29 Improvements at Vint Hill project as a full-service transportation engineering firm. At any point during the design and construction of the project our traffic engineers are available to provide support with the design and MOT plans.
**ATTACHMENT 4.2.6(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

**LIMIT 1 PAGE PER PROJECT**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Start Date</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement (in thousands)</th>
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<tbody>
<tr>
<td><strong>Name:</strong> Martin Luther King Expressway Extension, Elizabeth River Crossing/Midtown Tunnel (D-B) P3</td>
<td><strong>Name:</strong> SKW Constructors (Skanska, Kiewit, Weeks Marine Joint Venture)</td>
<td><strong>Name of Client:</strong> Elizabeth River Crossing, LLC &amp; VDOT Phone: (757) 932-4400 Project Manager: Jeff Sullivan Phone: (757) 673-9483 Email: <a href="mailto:jeff.sullivan@kiewit.com">jeff.sullivan@kiewit.com</a></td>
<td>10/2012</td>
<td>11/2016 Completed one month ahead of schedule</td>
<td><strong>Construction Contract Value (Original):</strong> $210,000 <strong>Construction Contract Value (Actual or Estimated):</strong> $210,000</td>
<td><strong>G</strong> <strong>$11,922</strong></td>
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</table>

**h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subcontractor. The Work History Form shall include only one singular project. Projects with multiple phases, segments, elements, and/or contracts shall not be considered a single project. If a project listed includes multiple phases, segments, elements, and/or contracts, the Offeror’s Proposal may be rendered non-responsive. In any case, only the first phase, segment, element, and/or contract listed will be evaluated.**

Volkert developed the design with the objective of keeping costs at a minimum as well as advancing the project schedule expeditiously. A segment of the project incorporates 18 EPS and MSE walls as a cost-effective alternative to bridge construction, and which reduced the project footprint and minimized ROW impacts. Significant cost savings were also achieved by using cost-effective materials where appropriate, which reduced the amount and size of equipment required for construction. High-performance steel reduced the overall quantity and cost of steel.

**Issues and Solutions**

Volkert utilized a context-sensitive design approach in order to minimize impacts to the traveling public and the local historical elements. The design of the BMP SWM facilities complied with the performance criteria of the Chesapeake Bay TMDL, and maximized the available space for SWM facilities while minimizing impacts on an aging and over-taxed storm drain system.

This complex project also required detours to accommodate long-term partial and full lane and ramp closures at two interchanges along the mainline of I-264. Volkert conducted traffic analyses to determine impact of the detours on the surrounding roadway network, including analyses of 21 intersections under pre-construction and detour conditions. As a result of the study, Volkert developed a TMP including a Temporary Traffic Control Plan (TTPC) and Traffic Operations Plan (TOP) designed to maintain traffic for the 70,000 vehicles per day along I-264 while meeting the construction schedule.

Volkert’s design met the challenge of tight horizontal and vertical geometric constraints, and also carefully avoided a historic African American cemetery, and disturbance to a hazmat area. Volkert also provided documentation supporting a design exception for a ramp with a 20-mph design radius at the modified interchange at London Boulevard to preserve a historic church; and used retaining walls to preserve properties in a historic neighborhood.

Volkert developed the design with the objective of keeping costs at a minimum as well as advancing the project schedule expeditiously. A segment of the project incorporates 18 EPS and MSE walls as a cost-effective alternative to bridge construction, and which reduced the project footprint and minimized ROW impacts. Significant cost savings were also achieved by using cost-effective materials where appropriate, which reduced the amount and size of equipment required for construction. High-performance steel reduced the overall quantity and cost of steel.

**Evidence of Good Performance**

The context-sensitive design minimized impacts to historic resources; maintains connectivity between neighborhoods; incorporated streetscape enhancements and an urban plaza on High Street to serve as a gateway into the historic district; incorporated aesthetic treatments on and under the bridges; and turned SWM ponds into attractive water features.

With an extremely fast-track design, the project progressed from 30% roadway plans to RFC (100%) drawings within a span of 10 months and within budget.

**Proposed Consistent Team Members**

Keith Weakley, PE, DBIA Jason Jiménez-Pisani, PE Hari Thaker, PE, PTOE Brian Graham, P.E. Oliver Boles, RLA

**Relevant Project Elements**

- 4.9-miles of roadway designed
- Interchange modifications
- Side road improvements
- Bridge design
- Landscape architecture design
- Added auxiliary lane to improve merge area on interstate
- H&H, SWM, E&SC & drainage improvements
- Retaining walls
- Type C TMP
- MOT
- Signage & pavement marking
- Minimized ROW acquisition to 70 properties
- Urban pedestrian plaza design
- Context-sensitive solutions
- High traffic volume successfully maintained throughout the four phases of construction
- I-264 widening & two bridge widenings

“I’ve been very happy with Volkert’s production staff. They consistently meet deadlines and have been very responsive to our requests.”

– Brent Hunt, Design Build Coordination / Project Manager [Skanska]
A Design-Build Project
US Route15/29 Improvements at Vint Hill
From: 0.96 Miles South of Route 215 to: Intersection of US 29 and Route 215
Fauquier County, Virginia
State Project No.: 0029-030-843, P101, R201, C501 | Federal Project No.: HSIP-5B01(020) | Contract ID Number: C00114713DB105

Submitted to
Submitted by
March 19, 2019
A Design-Build Project

US Route 15/29 Improvements at Vint Hill

From: 0.96 Miles South of Route 215 to: Intersection of US 29 and Route 215

Fauquier County, Virginia

State Project No.: 0029-030-843, P101, R201, C501 | Federal Project No.: HSIP-5B01(020) | Contract ID Number: C00114713DB105

March 19, 2019

Submitted to

Submitted by

In association with
CONCEPTUAL PLANS

These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right-of-way. Additional easements for utility relocations may be required beyond the proposed right-of-way shown on these plans.
### INDEX OF SHEETS

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<tr>
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<td>1A</td>
<td>PROJECT LOCATION MAP</td>
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<tr>
<td>1B</td>
<td>INDEX OF SHEETS</td>
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<tr>
<td>1C</td>
<td>RIGHT OF WAY DATA SHEET</td>
</tr>
<tr>
<td>1D</td>
<td>UTILITY OWNERS</td>
</tr>
<tr>
<td>1E</td>
<td>CONSTRUCTION ALIGNMENT DATA SHEETS</td>
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<tr>
<td>1F(1)-1F(2)</td>
<td>TYPICAL SECTIONS</td>
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<td>3</td>
<td>PLAN - US 29 NB</td>
</tr>
<tr>
<td>4</td>
<td>PLAN - US 29 NB</td>
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</table>

**Notice:**
- These plans are unfinished and are not to be used for any type of construction or the acquisition of right of way.
- Additional easements for utility relocations may be required beyond the proposed right-of-way shown on these plans.
### Right of Way Data Sheet

#### Preliminary

Additional easements for utility relocations may be required beyond the proposed right-of-way shown on these plans. These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way. Additional easements for utility relocations may be required.

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<th>Prescriptive R/W SQ Feet</th>
<th>Fee Remainder SQ Feet</th>
<th>Easements Permanent</th>
<th>Easements Utility</th>
<th>Easements Temporary</th>
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</tbody>
</table>
UTILITY OWNERS

DOMINION ENERGY - DISTRIBUTION
719 Hydraulic Road
Charlottesville, Virginia 22906
Contact: Mr. Nathaniel Horstick - Electric T&D Projects Manager
Mobile Telephone: 571-992-5339
Email: nathaniel.d.horstick@dominionenergy.com

NORTHERN VIRGINIA ELECTRIC COOPERATIVE (NOVEC)
5399 Wellington Branch Drive
Gainesville, Virginia 20155
Contact: Mr. Kevin Whyte - Manager, Distribution Engineering
Office Telephone: 703-754-6773
Email: kwhyte@novec.com

VERIZON VIRGINIA, LLC
5304 Kings Court
Fredericksburg, Virginia 22401
Contact: Mr. Adam Rice - Lead Specialist Engineer
Mobile Telephone: 571-220-8978
Email: adam.rice@verizon.com

VERIZON BUSINESS (MCI)
12379 Sunrise Valley Drive, Suite A
Reston, Virginia 20191
Contact: Mr. Dave Russell - Supervisor, Network Engineering & Operations
Office Telephone: 540-368-8176
Email: david.a.russell@verizon.com

COMCAST CABLE
5399 Wellington Branch Drive
Gainesville, Virginia 20155
Contact: Amy Goad - Construction Supervisor
Office Telephone: 301-625-3407
Email: amy_goad@comcast.com

ADDITIONAL EASEMENTS FOR UTILITY RELOCATIONS MAY BE REQUIRED BEYOND THE PROPOSED RIGHT-OF-WAY SHOWN ON THESE PLANS.

CONCEPTUAL PLANS

These plans are unfinished and unapproved and are not to be considered part of construction or the acquisition of right-of-way. Additional easements for utility relocations may be required beyond the proposed right-of-way shown on these plans.
**TYPICAL SECTIONS**

**ENTRANCE 1**
STA.0+23 TO STA.0+45

**ENTRANCE 2**
STA.10+23 TO STA.10+45

**ENTRANCE 3**
STA.20+12 TO STA.20+45

**ENTRANCE 4**
STA.30+12 TO STA.31+80

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**CONCEPTUAL PLANS**

These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way. Additional elements for utility relocations may be required beyond the proposed right-of-way shown on these plans.
A Design Build Project

US Route 15/29 Improvements at Vint Hill

From: 0.96 Miles South of Route 215 to: Intersection of US 29 and Route 215

Fauquier County, Virginia

State Project No.: 0029-030-0843, P101, R201, C501 | Federal Project No.: HSIP-5B01(020) | Contract ID Number: C00114713DB105
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Fauquier County, Virginia

State Project No.: 0029-030-843, P101, R201, C501 | Federal Project No.: HSIP-5B01(020) | Contract ID Number: C00114713DB105

Submitted to Submitted by

March 19, 2019

Price Proposal
Electronic Copy
DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: US Route 15/29 Improvements at Vint Hill
Contract ID Number: C00114713DB105

➢ Contents of Price Proposal:

✓ Cost Breakdown Summary in whole numbers for the Base Scope and Scope Alternatives and the Proposal Price, in both numbers and words, which is the sum for the Base Scope and Scope Alternatives provided (Attachment 4.3.1) within VDOT’s Maximum Contract Value.

✓ Price Adjustment Information and Forms for Fuel, Steel, and Asphalt, including identification of pay items and associated quantities eligible for adjustment for the Base Scope and Scope Alternatives (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 for the Base Scope and Scope Alternatives

✓ Sworn Statement Forms (C-104, C-105, Attachments 4.3.4(a) and 4.3.4(b))

✓ CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file
4.3.1 Cost Breakdown Summary
ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

4.3.1 For the Base Scope and Scope Alternatives (if included), Offeror shall specify the pricing information for the items below, the dollar amount shall be in whole numbers:

Price Proposal Cost Breakdown Summary:

Design Services, LS $303,000.00
Construction Services (exclude QA/QC), LS $3,075,214.45
Quality Assurance (QA) Construction, LS $97,000.00
Quality Control (QC) Construction, LS $60,354.00
All Other Costs, LS $3,000.00

Offeror shall specify the included Scope Alternatives:

Scope Alternatives (Place an X next to the included Scope Alternatives):

Scope Alternative 1
Scope Alternative 2

Base Scope plus Scope Alternatives 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): Three million five hundred forty four thousand five hundred sixty eight dollars and forty five cents ($3,544,568.45)

Signature: [Signature] Date: March 18, 2019

Design-Builder: Chemung Contracting Corporation

Vendor No.: C224
4.3.2 Adjustments to Asphalt, Fuel and Steel Prices
EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

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

February 4, 2019

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

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

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

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

\[ A = Q \times \%AC \times IC \]

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

Example Calculation for Negative Price Adjustment (Credit back to VDOT):
7,500 Tons of SM-12.5A put in place during the month (Q), Job Mix is 6.1% Asphalt Cement for SM-12.5A (%AC), Base Index for the Contract is $515/Ton, Current Index is $500/Ton, Difference of - $15.00/Ton (IC)

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

Example Calculation for Positive Price Adjustment (Paid to the Design-Builder):
10,000 Tons of BM-25.0A put in place during the month (Q), Job Mix is 5.2% Asphalt Cement for BM-25.0A (%AC), Base Index for the Contract is $515/Ton, Current Index is $560/Ton, Difference of + $45.00/Ton (IC)

\[ 10,000 \text{ Tons BM-25.0A} \times 5.2\% \times \$45.00/\text{Ton} = + \$23,400.00 \text{ Adjustment Amount} \]
Adjustment of any asphalt material other than PG 64S-22 and PG 64E-22 will be based on the indexes for PG 64S-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

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

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

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted hereinbefore may result in rejection of items for asphalt adjustment.
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SPECIAL PROVISION COPIED NOTE FOR
POLYMER MODIFIED (PG 76-22 and PG 70-28)
ASPHALT CEMENT ADJUSTMENT
DESIGN-BUILD PROJECTS

August 9, 2013

When asphalt concrete mixtures require the use of Performance Graded asphalt cement PG 76-22 or PG 70-28, the Contractor shall show in the space provided on Form C-16A included in the Price Proposal submitted by the Contractor, the f.o.b. cost per ton for asphalt cement PG 76-22 or PG 70-28 upon which bid items containing PG 76-22 or PG 70-28 were developed.

During the life of the Contract, the Contractor shall document to the Department, by invoice signed by the supplier, his cost for PG 76-22 or PG 70-28 used. The Department will then adjust payments for asphalt concrete containing PG 76-22 or PG 70-28 by the difference in the actual f.o.b. price and the f.o.b. quote submitted with the Price Proposal. Adjustments will be made at the time for partial payments for asphalt concrete containing PG 76-22 or PG 70-28 in accordance with the requirements of Section 109.08 in the Division I Amendments (Part 5) of the design-build contract.

In the event the Design-Builder fails to show on Form C-16A of the Price Proposal the f.o.b. cost per ton for asphalt cement PG 76-22 or PG 70-28 upon which material items containing PG 76-22 or PG 70-28 were developed, or during the life of the contract fails to provide the appropriate invoices with the Current Index for asphalt cement PG 76-22 or PG 70-28 for the applicable calendar month during which the work was performed, the Department will base the price adjustment for asphalt concrete containing PG 76-22 or PG 70-28 asphalt cement on the indexes for PG 64-22 in accordance with the Special Provision For Asphalt Material Price Adjustment Design-Build Projects included in the Contract.
POLYMER MODIFIED (PG 64V-28) ASPHALT CEMENT ADJUSTMENT —
When asphalt concrete mixtures require the use of Performance Graded asphalt
cement PG 64V-28, the Contractor shall show in the space provided on Form C-
16A of the electronic bid proposal submitted by the Contractor, the f.o.b. cost per
ton for asphalt cement PG 64V-28 upon which bid items containing PG 64V-28
were developed.

During the life of the Contract, the Contractor shall document to the Department,
by invoice signed by the supplier, his cost for PG 64V-28 used. The Department
will then adjust payments for asphalt concrete containing PG 64V-28 by the
difference in the actual f.o.b. price and the f.o.b. quote submitted with the bid.
Adjustments will be made at the time for partial payments for asphalt concrete
containing PG 64V-28 according to Section 109.08 of the Specifications.

In the event the Contractor fails to show on Form C-16A of the electronic bid
proposal the f.o.b. cost per ton for asphalt cement PG 64V-28 upon which bid
items containing PG 64V-28 were developed, or during the life of the contract
fails to provide the appropriate invoices with the Current cost for asphalt cement
PG 64V-28 for the applicable calendar month during which the work was
performed, the Department will base the price adjustment for asphalt concrete
containing PG 64V-28 asphalt cement on the indexes for PG 64S-22 according
to the Special Provision For Asphalt Material Price Adjustment included in the
Contract.

6-15-15; Reissued 7-12-16 (SPCN)
EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 26, 2018

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

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

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in the Schedule of 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 shall not be considered for adjustment.

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

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

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

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

\[ S = (E - B) \cdot Q \]

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: 03/14/19

Signature:

Design-builder: Chemung Contracting Corp.

Vendor No.: C224
EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PRICE ADJUSTMENT FOR STEEL
DESIGN-BUILD PROJECTS

June 6, 2018

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

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

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

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

Failure to submit all documentation required or requested supporting the per pound prices on eligible steel items will result in Design-Builder being ineligible for a price adjustment of any or all steel items.
Price adjustment of each qualifying item will only be considered if there is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

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

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

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

Price increase/decrease will be computed as follows:

\[ A = B \times P \times Q \]

Where;

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

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

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

Upon Department review and due process consideration for redress by Design-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.
FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

(All prices to be supported by project-specific quotes)

DATE FOR RECEIPT OF PRICE PROPOSAL 03/14/19

Note: All prices (costs) are to include any surcharges on materials quoted. Vendors must include this surcharge with their cost. All prices (costs) are F.O.B. from the originating mill.

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We/I, the undersigned, understand that by supplying prices for the steel items listed above and signing this form we are declaring our desire to apply the Special Provision For Price Adjustment for Steel Design-Build Projects to this Price Proposal and contract. The terms and conditions for participation are as stated in the Special Provision For Price Adjustment for Steel Design-Build Projects.

Chemung Contracting Corp. 03/14/19
Design-Builder Date

Commonwealth of Virginia
Virginia Department of Transportation Page 3 of 7
Sample Calculation of a Price Adjustment (increase)


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

\[ B = 0.2816 \]  
\[ P = \frac{(161.1 - 139.6)}{139.6 - 0.10} = 0.054 \]  
\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.054 \times 450,000 \]

A = $6,842.88 pay adjustment to Design-Builder
Sample Calculation of a Price Adjustment (decrease)


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

\[ B = 0.2816 \]
\[ P = \frac{(156.6 - 136.3)}{156.6} - 0.10 = 0.030 \]
\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.030 \times 450,000 \]
\[ A = 3,801.60 \text{ credit to Department} \]
# MASTER LISTING

## STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

June 8, 2018

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
<th>Number WPU used in $ adjust.</th>
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<tr>
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<td>64110</td>
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<tr>
<td>64112</td>
<td>STEEL PILES 12&quot;</td>
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<td>avg. 1017 &amp; 101</td>
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<tr>
<td>64114</td>
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<td>69110</td>
<td>STEEL PILES 10&quot;</td>
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<tr>
<td>69112</td>
<td>STEEL PILE 12&quot;</td>
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<td>avg. 1017 &amp; 101</td>
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<tr>
<td>69113</td>
<td>DRIVING TEST FOR 12&quot; STEEL PILE</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
</tbody>
</table>

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

Date: 03/14/19

Signature:

Design-Builder: Chemung Contracting Corp.

Vendor No.: C224
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

Chesung Contracting Corporation

KNOW ALL MEN BY THESE PRESENTS, THAT WE, 10496 Quarry Drive, Mitchells, VA 22729 As principal, and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183, as 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 March, 2019

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

PROJECT NUMBER: State Project No.: 0029-030-843, P101, R201, C501, Federal Project No.: HSIP-5B01(020), Contract ID Number: C00114713DB105, Design-Build US Route 15/29 From: 0.96 Miles South of Route 215 To: Intersection of US 29 and Route 215, Improvements at Vint Hill, Fauquier 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.

Chesung Contracting Corporation
By: [Signature]
       (Principal"

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

Edward C. Dalrymple, Jr., President

By: [Signature]
       (Principal"

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

Travelers Casualty and Surety Company of America
By: [Signature]
       (Surety Company)

By: [Signature]
       (Attorney-in-Fact"

One Tower Square, Hartford, CT 06183

By: [Signature]
       (Address)

By: [Signature]
       (Attorney-in-Fact"

By: [Signature]
       (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
Travelers Casualty and Surety Company of America
Hartford, CT 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT - IF A CORPORATION

State of Virginia,
County of Culpeper

On this 15th day of March, 2019, before me personally appeared Edward C. Dalrymple, Jr., to me known, who, being by me duly sworn, deposes and says: That he/she resides in Mineral, Virginia; that he/she is the President of Chemung Contracting Corporation, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

LAUREN MICHELLE RINER
NOTARY PUBLIC
REGISTRATION #7017530
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
FEBRUARY 28, 2022

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany

On this 15th day of March, 2019, before me personally appeared T. M. Tyrrell, to me known, who, being by me duly sworn, did depose and say: That he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the seal was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

KIMBERLY A. RITCHIE
Notary Public, State of New York
No. 01R16215512
Qualified in Rensselaer County
Commission Expires January 4, 2022

Rensselaer County
Comm. Exp. 01/04/2022
<table>
<thead>
<tr>
<th>Assets</th>
<th>Liabilities &amp; Surplus</th>
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</thead>
<tbody>
<tr>
<td>Cash and Invested Cash</td>
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<td>Bonds</td>
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<td>Total Surplus</td>
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</table>

Michael J. Doody, being duly sworn, says that he is Second Vice President, of Travelers Casualty and Surety Company of America, and that to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company as of the 31st day of December, 2017.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint T.M. Tyrrell of Albany, New York, their true and lawful Attorney-in-Fact 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 3rd day of February, 2017.

State of Connecticut
City of Hartford ss.

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this 15th day of March, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
4.3.4 Sworn Statement Forms C-104 & C-105
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION

PROJECT: 0029-030-843

FHWA: HSIP-5B01(020)

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 Culpeper, Virginia, this 15th day of March, 2019.

Chemung Contracting Corporation

(Name of Firm) By: [Signature] President

STATE of Virginia

COUNTY (CITY) of Culpeper

To-wit: 

I, Lauren M. Riper, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day 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 March, 2019.

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

(Name of Firm) By: [Signature] Title (print)
ORDER NO.:  
CONTRACT ID. NO.:  

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT

PROJECT: 0029-030-843

FHWA: HSIP-5B01(020)

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 33.2-1106 of the Code of Virginia. (If none, so state).

<table>
<thead>
<tr>
<th>NAME</th>
<th>Location of Principal Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>VTCA</td>
<td>6200 Moorefield Park Dr., Richmond, VA 23236</td>
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<tr>
<td>Virginia Asphalt Assoc.</td>
<td>6900 Patterson Ave., Richmond, VA 23226</td>
</tr>
<tr>
<td>ODHCA</td>
<td>250 W. Main St., Charlottesville, VA 22902</td>
</tr>
</tbody>
</table>

2. I (we) have circles (X), have not squares ( ), 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 circles (X), have not squares ( ), 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.: 

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 Culpeper, Virginia, this 15th day of March, 2019

Chemung Contracting Corporation

State of Virginia

By: [Signature]

[Title (print)]

To-wit:

Lauren M. Riner, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day 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 March, 2019

My Commission expires 08/31/2023

Notary Public