



PRICE PROPOSAL FOR

ALBEMARLE INTERSECTION BUNDLING A DESIGN BUILD PROJECT

Contract ID# C00111814DB103



ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: ALBEMARLE INTERSECTION BUNDLING
Contract ID Number: C00111814DB103**

➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.7.1)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.7.2, including material quantities and costs of each proposed work package**
 - Proposed Monthly Payment Schedule showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.7.3**
 - Price Adjustment Information and Forms for Asphalt, Fuel and Steel including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)**
 - Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
 - Sworn Statement Forms (C-104, C-105, Attachments 4.7.6(a) and 4.7.6(b))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
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COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.
COMMISSIONER

6/14/2019

**Subject: Revised Price Proposal Submittal Requirements
Albemarle Intersection Bundling
Albemarle County County, Virginia
Project Nos.: 0250-002-956, 0029-002-959, 0029-002-955, 0250-002-954, 0020-
002-953, 9999-002-941
Contract ID No.: C00111814DB103**

Shortlisted Offerors,

As discussed in our proprietary meeting on June 6, 2019, we are providing this revision to the Price Proposal submittal requirements. Included with the revision are the following:

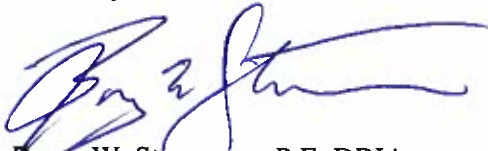
- Attachment 3.7 C-78 for revised Price Proposal
- Attachment 4.7.1 Price Proposal form including information on the Price Proposal Evaluation Factors for inclusion of options, Base Scope and Option description and acknowledgement of process
- Draft Part 2 document to be incorporated into the final contract
- Sign inventory documentation
- Supplemental Specification for Section 703 Traffic Signals

Additionally, included with this letter is the Offeror Notification Requirement Letter which shall be signed and submitted (scanned e mail version is acceptable) by June 19, 2019 5:00 PM prevailing local time.

The following revisions have been made to the estimated schedule:

Signed Offeror Notification Requirement Letter	06/19/2019 (5:00 PM prevailing local time)
Price Proposal Submission Date	06/21/2019 (4:00 PM prevailing local time)
Open Price Proposals	06/24/2019
Notice of Intent to Award	06/26/2019
CTB Approval/Notice to Award	07/18/2019

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan W. Stevenson".

Bryan W. Stevenson, P.E. DBIA
Senior Project Delivery Engineer
Alternative Project Delivery Division

ATTACHMENT 3.7**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

RFP NO. C00111814DB103
 UPC 111814 (0250-002-956, P101, R201, C501; NHPP-002-7(051));
 UPC 111727 (0029-002-959, P101, C501; HSIP-5104(269));
 UPC 111813 (0029-002-955, P101, R201, C501; NHPP-002-7(050));
 UPC 111730 (0250-002-954, P101, R201, C501; HSIP-002-7(049));
PROJECT NO.: UPC 111733 (0020-002-953, P101, R201, C501; STP-5104(267));
UPC 109397 (9999-002-941, P101, R201, C501)

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

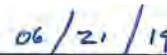
Acknowledgement shall be made of receipt of the Request for Proposals (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Department prior to the Letter of Submittal submission date shown herein. Failure to include this acknowledgement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

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

1. Cover letter of RFP – November 27, 2018
(Date)
2. Cover letter of Addendum #1- February 7, 2019
(Date)
3. Cover letter of Addendum #2- March 19, 2019
(Date)
4. Cover letter of Addendum #3- April 10, 2019
(Date)
5. Cover letter of Addendum #4- May 3, 2019
(Date)
6. Cover letter of Revised Price Proposal Submittal Requirements- June 14, 2019
(Date)



SIGNATURE



DATE



PRINTED NAME



TITLE



Tab 1

**Cost Breakdown
(Attachment 4.7.1)**



ATTACHMENT 4.7.1

PRICE PROPOSAL FORM

5.2 Price Proposal Evaluation Factors

5.2.1 Price Proposals will be scored in accordance with the Design-Build Procurement Manual, dated April 2017 as follows:

.1 Each Offeror's Price Proposal for the Base Scope, Option 1, Option 2, Option 3, Option 4 and Option 5 will be combined together to develop the Total Proposal Price.

.2 The Offeror submitting the lowest Total Proposal Price for the Base Scope, Option 1, Option 2, Option 3, Option 4 and Option 5 will be awarded the maximum number of points, seventy (70).

.3 The next-lowest Price Proposal will be awarded points based on the product of: (a) the ratio of the lowest Price Proposal divided by the next-lowest Price Proposal; and (b) seventy (70) points (i.e., the points awarded for the lowest Price Proposal), with such product rounded to the nearest one hundredth of a point.

.4 The process will continue for each of the remaining Price Proposals, with points being awarded based on the product of: (a) the ratio of the lowest Price Proposal divided by the respective Offeror's Price Proposal; and (b) seventy (70) points (i.e., the points awarded for the lowest Price Proposal), with such product rounded to the nearest one hundredth of a point.

5.2.2 VDOT will open and read the Price Proposals publicly on the date and time set forth in Part 1, Section 2.3.1.

Base Scope and Option Description

Base scope includes revisions to Part 2 as released in the Draft Part 2 document to be incorporated in final contract.

The following items are Options to the overall project:

- Option 1 is the removal of all landscaping requirements as defined in RFP Part 2, Section 2.8 Landscaping**
- Option 2 is removing the milling and overlay on the eastbound U.S. 250 from Rt. 250 EB Const. B.L. Station 530+00 to Station 537+25 on the UPC 111814 – I-64 Exit 124 Interchange Improvements element. Proposed paved shoulder in this area will still be constructed with this option.**
- Option 3 is allowing 4' shoulder behind the curb and gutter on the Ramp B turn lane and transition to ramp for the UPC 111814 – I-64 Exit 124 Interchange**

Improvements element (Rt. 250 EB Const. B.L. Sta 510+00 +/- to Ramp B Station 200+00 +/-)

- Option 4 is removal of the lighting requirements for the UPC 111730 – U.S. Route 250 and Route 151 Roundabout element of the project
- Option 5 is Economy of Scale assuming all six elements will be included in the award.

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

Price Proposal Cost Breakdown Summary;

A. Base Scope

Design Services, LS	\$ 7,562,000. ⁰⁰
Construction Services (exclude QA/QC), LS	\$ 16,542,618. ⁰⁰
Quality Assurance (QA) (Construction), LS	\$ 2,725,000. ⁰⁰
Quality Control (QC) (Construction), LS	\$ 2,255,000. ⁰⁰
<u>All Other Costs, LS</u>	<u>\$ 3,379,597.⁰⁰</u>

Base Scope – Subtotal \$ 32,464,215.⁰⁰

B. Option 1 \$ (379,000.⁰⁰)

C. Option 2 \$ (25,000.⁰⁰)

D. Option 3 \$ (8,000.⁰⁰)

E. Option 4 \$ (284,000.⁰⁰)

F. Option 5 \$ 0.⁰⁰

Options resulting in cost reduction / negative values should be shown in parenthesis.

Total Proposal Price (Base Scope Subtotal + Option 1 + Option 2 + Option 3 + Option 4 + Option 5-); (Specify the Total Lump Sum price in both numbers and words, this price shall **equal** to the total sum of the items listed above)

Lump Sum (LS): Thirty One Million Seven Hundred Sixty Eight Thousand Two Hundred Fifteen & ⁰⁰/₁₀₀ \$ 31,768,215.⁰⁰)

Design-Builder acknowledges and expressly waives its right to protest revisions to the Price Proposal submittal process originally advertised in the RFP. This process, related to the revised Price Proposal submittal requirements, was discussed during the proprietary meetings held with each Offeror on June 6, 2019.

Signature:  Date: 06/21/19
EDWIN F. STELTER

Design-Builder: FAULCONER CONSTRUCTION COMPANY, INCORPORATED

Vendor No.: F006



Tab 2

Schedule of Items
(Attachment 4.7.2)



Attachment 4.7.2
ALBEMARLE INTERSECTION BUNDLING DESIGN-BUILD PROJECT
Contract ID # C00111814DB103

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

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes. The Schedule of Items shall be used to cost-load the project schedule, which will serve as the basis for progress payments. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 6/21/2019

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
00104	DESIGN SERVICES		1	LS	\$ 7,562,000.00
	CONSTRUCTION SERVICES				
00100	MOBILIZATION		1	LS	\$ 899,000.00
00101	CONSTRUCTION SURVEYING CONSTR		1	LS	\$ 213,000.00
00110	CLEARING AND GRUBBING		1	LS	\$ 329,000.00
00120	REGULAR EXCAVATION		127,845	CY	\$ 1,647,600.00
27030	NS TOPSOIL		790	CY	\$ 13,120.00
27545	STORM WATER MAN. BASIN EXCAV.		10,170	CY	\$ 168,010.00
00585	UNDERDRAIN UD-2		350	LF	\$ 10,500.00
00588	UNDERDRAIN UD-4		26,323	LF	\$ 263,230.00
00592	CROSSDRAIN CD-1 or 2		1,295	LF	\$ 23,310.00
00595	OUTLET PIPE		1,541	LF	\$ 15,410.00
00596	ENDWALL EW-12		44	EA	\$ 30,800.00
00524	NS BOX CULVERT		434	LF	\$ 846,900.00
00525	CONCRETE CLASS A3 MISC.		121	CY	\$ 157,760.00
01120	12" PIPE		50	LF	\$ 4,300.00
01150	15" PIPE		1,934	LF	\$ 225,530.00
01180	18" PIPE		3,085	LF	\$ 421,986.00
01181	JACKED & BORED 18" PIPE		157	LF	\$ 155,430.00
01240	24" PIPE		2,393	LF	\$ 488,877.00
01241	JACKED & BORED 24" PIPE		105	LF	\$ 126,000.00
01300	30" PIPE		228	LF	\$ 88,236.00
01360	36" PIPE		398	LF	\$ 127,360.00
01420	42" PIPE		148	LF	\$ 51,800.00
01480	48" PIPE		145	LF	\$ 37,306.00
02380	60" X 38" ELLIPTICAL PIPE		174	LF	\$ 80,040.00
06150	15" END SECTION ES-1 OR 2		15	EA	\$ 18,000.00
06180	18" END SECTION ES-1 OR 2		1	EA	\$ 1,500.00
06240	24" END SECTION ES-1 OR 2		8	EA	\$ 12,400.00
06480	48" END SECTION ES-1 OR 2		1	EA	\$ 4,700.00
06815	DROP INLET DI-3		63	EA	\$ 544,600.00
07506	DROP INLET DI-5		9	EA	\$ 62,800.00
07508	DROP INLET DI-7		1	EA	\$ 6,200.00
08185	DROP INLET DI-10		5	EA	\$ 47,600.00
00574	ENDWALL EW-11		1	EA	\$ 9,000.00
09056	MANHOLE MH-1 OR 2		12	EA	\$ 78,000.00
27550	STORM WATER MAN.DRAIN.STR.SWM-1		3	EA	\$ 35,000.00
10100	AGGR. MATL. NO. 21B		20,966	TON	\$ 684,968.00
10103	AGGR. MATL. NO. 25 OR 26		515	TON	\$ 15,548.00
10607	ASPHALT CONCRETE TY. SM-12.5A	F&P	409	TON	\$ 36,810.00
10609	ASPHALT CONCRETE TY. SM-12.5E	F&P	4,110	TON	\$ 392,742.00
10610	ASPHALT CONCRETE TY. IM-19.0A	F&P	8,190	TON	\$ 802,296.00
10611	ASPHALT CONCRETE TY. IM-19.0D	F&P	1,717	TON	\$ 162,469.00
10628	FLEXIBLE PAVE.PLANING 0"-2"	F	36,335	SY	\$ 148,527.00

Attachment 4.7.2
ALBEMARLE INTERSECTION BUNDLING DESIGN-BUILD PROJECT
Contract ID # C00111814DB103

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

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes. The Schedule of Items shall be used to cost-load the project schedule, which will serve as the basis for progress payments. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 6/21/2019

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
10635	ASPHALT CONCRETE TY. SM-9.5A	F&P	338	TON	\$ 42,764.00
10636	ASPHALT CONCRETE TY. SM-9.5D	F&P	432	TON	\$ 47,520.00
10637	ASPHALT CONCRETE TY. SM-9.5E	F&P	725	TON	\$ 84,100.00
10642	ASPHALT CONCRETE TY. BM-25.0A	F&P	7,781	TON	\$ 727,685.00
10643	ASPHALT CONCRETE TY. BM-25.0D	F&P	1,835	TON	\$ 144,965.00
09185	PAVED DITCH PG-2A		3,128	SY	\$ 187,680.00
09246	NS PAVED DITCH		70	SY	\$ 6,300.00
10771	PLAIN HYDR. CEM.CONC. PAVE. 7" TRK APRON		977	SY	\$ 90,045.00
12020	STD. CURB CG-2		3,586	LF	\$ 79,833.00
12030	STD. CURB CG-3		569	LF	\$ 13,087.00
12600	STD. COMB. CURB & GUTTER CG-6		9,954	LF	\$ 258,804.00
12700	STD. COMB. CURB & GUTTER CG-7		1,941	LF	\$ 50,466.00
13108	CG-12 DETECTABLE WARNING SURFACE		6	SY	\$ 150.00
21020	MEDIAN STRIP MS-1		337	SY	\$ 40,440.00
21110	MEDIAN STRIP MS-1A		1,394	SY	\$ 168,125.00
13220	HYDR. CEMENT CONC. SIDEWALK 4"		72	SY	\$ 7,920.00
13280	GUARDRAIL GR-MGS1		1,417	LF	\$ 29,757.00
13286	GUARDRAIL TERMINAL GR-MGS2		2	EA	\$ 6,400.00
13287	GUARDRAIL END ANCHORAGE GR-MGS3		1	EA	\$ 3,200.00
13288	GUARDRAIL HEIGHT TRANSITION GR-MGS4		4	EA	\$ 3,400.00
13345	GUARDRAIL TERMINAL GR-9		2	EA	\$ 6,000.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		3	EA	\$ 6,600.00
13606	IMPACT ATTEN. SER. TL-2, <40 MPH DES.SP.		2	EA	\$ 40,000.00
13607	IMPACT ATTEN. SER. TL-3, ≥40 MPH DES.SP.		1	EA	\$ 32,000.00
50035	GUARDRAIL DELINEATOR		29	EA	\$ 870.00
13421	MEDIAN BARRIER MB-3		265	LF	\$ 7,420.00
13460	MEDIAN BARRIER MB-7D		353	LF	\$ 28,240.00
13462	MEDIAN BARRIER MB-7F		548	LF	\$ 52,060.00
50030	BARRIER DELINEATOR		22	EA	\$ 660.00
13570	NS RETAINING WALL		1,000	SF	\$ 36,000.00
22501	FENCE FE-W1/W2		856	LF	\$ 12,840.00
22541	LINE BRACE UNIT FE-W1,FE-W2		4	EA	\$ 1,200.00
22581	CORNER BRACE UNIT FE-W1,FE-W2		2	EA	\$ 600.00
22643	FENCE FE-CL		671	LF	\$ 26,840.00
22653	LINE BRACE UNIT FE-CL		4	EA	\$ 1,600.00
22663	CORNER BRACE UNIT FE-CL		2	EA	\$ 800.00
22685	FENCE WOOD BOARD		952	LF	\$ 23,800.00
22910	GATE FE-G L=16'		1	EA	\$ 1,800.00
00529	FLOWABLE BACKFILL		85	CY	\$ 43,600.00
00550	NS DISM.& REM. EX. BOX CULVERT		1	LS	\$ 24,000.00
11070	NS SAW-CUT ASPH CONC		25,556	LF	\$ 122,466.00
14100	REMOVE SIDEWALK		63	SY	\$ 756.00
14120	REMOVE CURB/CURB AND GUTTER		1,383	LF	\$ 10,924.00
24400	OBSCURING ROADWAY		18	UNIT	\$ 21,600.00

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ALBEMARLE INTERSECTION BUNDLING DESIGN-BUILD PROJECT
Contract ID # C00111814DB103

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Date: 6/21/2019

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
24410	DEMOLITION OF PAVEMENT		14,517	SY	\$ 180,606.00
24550	NS REM. EXIST. PAVED DITCH		1,818	SY	\$ 28,510.00
24600	REMOVE EXISTING GUARDRAIL		4,945	LF	\$ 9,890.00
24602	NS REMOVE EXIST. FENCE		1,975	LF	\$ 9,875.00
24801	NS REMOVE EXIST. DROP INLET		21	EA	\$ 20,100.00
24802	NS REMOVE EXIST. MANHOLE		3	EA	\$ 3,600.00
24803	NS REMOVE EXIST. ENDWALL		14	EA	\$ 9,600.00
26119	DRY RIPRAP CL.I		644	TON	\$ 51,720.00
27002	SEEDING & FERTILIZING		22	AC	\$ 38,500.00
09148	EROS.CONTR.STONE CL. A1 EC-1		102	TON	\$ 8,500.00
09150	EROS.CONTR.STONE CL. I, EC-1		102	TON	\$ 8,500.00
09250	SLOPE DRAIN		4	EA	\$ 6,800.00
27101	TEMPORARY SEED		11	AC	\$ 14,000.00
27275	CONSTRUCTION ENTRANCE		25	EA	\$ 91,700.00
27318	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 1		53,880	SY	\$ 96,984.00
27325	ROLLED EROSION CTRL PRODUCT EC-3 TYPE 1		5,827	SY	\$ 26,221.50
27345	TEMPORARY DIVERSION DIKE		2,175	LF	\$ 8,700.00
27410	CHECK DAM, ROCK TY. I		130	EA	\$ 39,000.00
27430	SILTATION CONTROL EXCAVATION		1,270	CY	\$ 50,250.00
27440	MOWING		192	HR	\$ 14,400.00
27451	INLET PROTECTION , TYPE A		20	EA	\$ 6,500.00
27461	INLET PROTECTION , TYPE B		77	EA	\$ 26,950.00
27504	TEMP. SILT FENCE TYPE B		4,720	LF	\$ 23,600.00
27505	TEMP. SILT FENCE TYPE A		15,585	LF	\$ 23,377.50
38953	NS LANDSCAPE		1	LS	\$ 304,900.00
50037	FLEXIBLE POST DELINEATOR GROUND MOUNT		16	EA	\$ 4,000.00
54043	TY.B CL.II PAVE. LINE MARK.4"		7,500	LF	\$ 30,000.00
54045	TY.B CL.II PAVE. LINE MARK.8"		200	LF	\$ 1,600.00
54055	TYPE B CLASS IV PVMT LINE MRKG 4"		45,300	LF	\$ 181,200.00
54056	TYPE B CLASS IV PVMT LINE MRKG 6"		150	LF	\$ 675.00
54060	TYPE B CLASS IV PVMT LINE MRKG 24"		610	LF	\$ 12,400.00
54105	ERADICATION OF EXIST. LINEAR PVMT MARKING		17,930	LF	\$ 10,758.00
54210	REM.EXIST.RAISED PAVE. MARKER		310	EA	\$ 6,200.00
54217	SNOW PLOW.RAISED PAVE.MARK.ASPH.CONC		380	EA	\$ 16,900.00
54240	TEMP. PAVE. MARKER 1 WAY		340	EA	\$ 15,300.00
54242	TEMP. PAVE. MARKER 2 WAY		40	EA	\$ 1,600.00
54428	TEMP. PVMT MRKG, TY. A, 4"		44,140	LF	\$ 13,242.00
54432	TEMP. PVMT MRKG, TY. A, 8"		100	LF	\$ 100.00
54440	TEMP. PVMT MRKG, TY. A, 24"		375	LF	\$ 1,500.00
54443	TEMP. PVMT SYMBOL MRKG, TYPE A		31	EA	\$ 4,897.00
54575	PVMT SYMB MRKG SGL TURN ARROW TY B, CL II		40	EA	\$ 13,880.00
54578	PVMT SYMB MRKG (DBL TURN ARROW THRU/LT OR RT) TY B		2	EA	\$ 2,600.00
24265	NS MAINTENANCE OF TRAFFIC		1	LS	\$ 458,000.00
50002	PERMANENT SIGNS		1	LS	\$ 847,000.00

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ALBEMARLE INTERSECTION BUNDLING DESIGN-BUILD PROJECT
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Date: 6/21/2019

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24333	NS TEMPORARY TRAFFIC CONTROL SIGNAL & REMV		1	LS	\$ 122,000.00
51000	SIGNALIZATION		1	LS	\$ 898,000.00
59003	NS LIGHTING		1	LS	\$ 815,000.00
	ALL OTHER COST				
13212	R/W MONUMENT RM-2		50	EA	\$ 7,500.00
13215	MAILBOX RELOCATE		23	EA	\$ 7,040.00
25561	PARTNERING		1	LS	\$ 55,000.00
25565	PROGRESS SCHEDULE BASELINE		1	LS	\$ 25,000.00
25567	PROGRESS SCHEDULE UPDATES		86	EA	\$ 51,600.00
40012	UTILITY RELOCATION COST		1	LS	\$ 837,000.00
70093	RIGHT OF WAY (ADMIN COSTS)		1	LS	\$ 218,000.00
70520	ENVIRONMENTAL MITIGATION COST		1	LS	\$ 388,000.00
85130	BONDS AND INSURANCE		1	LS	\$ 315,700.00
85140	INSPECT STORM		34,569	LF	\$ 104,757.00
25505	FIELD OFFICE CONTRACTOR		74	MO	\$ 198,000.00
	PROJECT MANGEMENT		1	LS	\$ 1,172,000.00
25593	QUALITY ASSURANCE (QA) (CONSTRUCTION)		1	LS	\$ 2,725,000.00
25595	QUALITY CONTROL (QC) (CONSTRUCTION)		1	LS	\$ 2,255,000.00
	OPTION 1 - REMOVE LANDSCAPE		1	LS	\$ (379,000.00)
	OPTION 2 - REMOVE MILL/OVERLAY EB 530-537.25		1	LS	\$ (25,000.00)
	OPTION 3 - 4' SHLD BEHIND C&G NEAR RAMP B		1	LS	\$ (8,000.00)
	OPTION 4 - REMOVE LIGHTING		1	LS	\$ (284,000.00)
	OPTION 5 - ECONOMY OF SCALE		1	LS	\$0.00

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



Tab 3

Proposed Monthly Payment Schedule

3 - Proposed Monthly
Payment Schedule



Monthly Payment Schedule

Aug-2019	\$	1,332,790	\$	1,332,790
Sep-2019	\$	1,011,675	\$	2,344,465
Oct-2019	\$	1,219,775	\$	3,564,240
Nov-2019	\$	1,023,265	\$	4,587,506
Dec-2019	\$	721,987	\$	5,309,493
Jan-2020	\$	612,295	\$	5,921,788
Feb-2020	\$	688,695	\$	6,610,483
Mar-2020	\$	399,095	\$	7,009,578
Apr-2020	\$	667,045	\$	7,676,624
May-2020	\$	862,821	\$	8,539,444
Jun-2020	\$	1,466,053	\$	10,005,497
Jul-2020	\$	1,670,710	\$	11,676,208
Aug-2020	\$	1,506,842	\$	13,183,049
Sep-2020	\$	1,096,417	\$	14,279,466
Oct-2020	\$	758,888	\$	15,038,353
Nov-2020	\$	611,736	\$	15,650,089
Dec-2020	\$	795,800	\$	16,445,889
Jan-2021	\$	685,708	\$	17,131,597
Feb-2021	\$	624,140	\$	17,755,738
Mar-2021	\$	515,167	\$	18,270,905
Apr-2021	\$	707,094	\$	18,977,999
May-2021	\$	1,143,041	\$	20,121,040
Jun-2021	\$	1,023,675	\$	21,144,715
Jul-2021	\$	1,206,010	\$	22,350,725
Aug-2021	\$	1,065,927	\$	23,416,652
Sep-2021	\$	887,873	\$	24,304,525
Oct-2021	\$	564,338	\$	24,868,862
Nov-2021	\$	567,828	\$	25,436,690
Dec-2021	\$	374,815	\$	25,811,505
Jan-2022	\$	360,005	\$	26,171,511
Feb-2022	\$	368,275	\$	26,539,786
Mar-2022	\$	226,288	\$	26,766,074
Apr-2022	\$	395,082	\$	27,161,156
May-2022	\$	214,644	\$	27,375,801
Jun-2022	\$	466,030	\$	27,841,831
Jul-2022	\$	747,284	\$	28,589,115
Aug-2022	\$	749,707	\$	29,338,822
Sep-2022	\$	278,531	\$	29,617,353
Oct-2022	\$	508,694	\$	30,126,048
Nov-2022	\$	323,043	\$	30,449,091

ALBEMARLE INTERSECTION BUNDLING
CONTRACT ID# C00111814DB103

JUNE 21, 2019
FAULCONER CONSTRUCTION COMPANY, INCORPORATED

Monthly Payment Schedule

Dec-2022	\$	241,387	\$	30,690,478
Jan-2023	\$	239,707	\$	30,930,184
Feb-2023	\$	239,707	\$	31,169,891
Mar-2023	\$	322,931	\$	31,492,823
Apr-2023	\$	274,393	\$	31,767,215
	\$	31,767,215		



Tab 4

Price Adjustment Information and Forms
(Attachment 6.3)

4 - Price Adjustment Information and Forms



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

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

November 27, 2018

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

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

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

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

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

Where: A = Asphalt Adjustment Dollar Amount

Q = Quantity of Asphalt Material put in place during the month

%AC = % of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula

IC = Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

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

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

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

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

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

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

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

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

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

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

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

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10417	Tack Coat	Gal	310
10420	Blotted Seal Coat Ty. B	Sy	ATTD
10422	Blotted Seal Coat Ty. C	Sy	ATTD
10423	Blotted Seal Coat Ty. C-1	Sy	ATTD
10424	Blotted Seal Coat Ty. D	Sy	ATTD
10598	NS Asphalt Concrete	Ton	315
10603	Asphalt Concrete Ty. SM-19.0A	Ton	315
10604	Asphalt Concrete Ty. SM-19.0D	Ton	315
10605	Asphalt Concrete Ty. SM-19.0E (64E)	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10614	Asphalt Concrete Ty. IM-19.0E (64E)	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	317
10701	Liquid Asphalt Coating	Sy	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	Sy	ATTD
16120	Emul. Asph. Slurry Seal Type B	Sy	ATTD
16130	Emul. Asph. Slurry Seal Type C	Sy	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD

16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16326	Asphalt Concrete Ty. SM-4.75A	Ton	315
16327	Asphalt Concrete Ty. SM-4.75D	Ton	315
16328	Asphalt Concrete Ty. SM-4.75E	Ton	315
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
16364	Asphalt Concrete Ty. SM-19.0E (64E)		
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16371	Asphalt Concrete Ty. IM-19.0E (64E)		
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type II	Ton	ATTD

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

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

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

June 26, 2018

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

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

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in the Schedule of 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:

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

Where; S = Monetary amount of the adjustment (plus or minus)
B = Base index price
E = Current index price
Q = Quantity of individual units of work
F = Appropriate fuel factor

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

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

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

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

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

I elect to use this provision

I elect not to use this provision

Date: 06/21/19

Signature: [Handwritten Signature]

Design-builder: FALCONER CONSTRUCTION COMPANY, INCORPORATED

Vendor No.: F006

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

June 6, 2018

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

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

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

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

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

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

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

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

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

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

Price increase/decrease will be computed as follows:

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

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

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

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

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

Sample Calculation of a Price Adjustment (increase)

Project bid on April 28, 2004.

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

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

*free on board

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

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

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

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

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

Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

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

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

*free on board

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

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

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

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

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

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

June 8, 2018

BLS Series I. D.

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

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

I elect to use this provision

I elect not to use this provision

Date: 06/21/19

Signature: 

Design-Builder: FALCONER CONSTRUCTION COMPANY, INCORPORATED

Vendor No.: F006



Tab 5

Proposal Guaranty



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

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

SIGNED, sealed and dated this 21st Day of June, 2019

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

PROJECT NUMBER:

Albemarle Intersection Bundling, Albemarle County, Virginia Contract ID C00111814DB103

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.

Faulconer Construction Co., Inc.
(Principal*)

Hartford Fire Insurance Company
(Surety Company)

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

By: [Signature]
Cynthia Ellinwood (Attorney-in-Fact**) (Seal)

Edwin F. Steiner, VP of Procurement
(Principal*)

One Hartford Plaza
Hartford, CT 06155-0001
(Address)

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

By: _____
(Surety Company)

(Principal*)

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

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

By: _____
(Address)



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

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

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

**Attach copy of Power of Attorney

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 Bond T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

Cynthia Ellinwood of Roanoke, VA

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of Faulconer Construction Co., Inc. naming Virginia Department of Transportation as Oblige in the amount of See Bond Form 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 21, 2019

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



Tab 6

Sworn Statement Forms
(C-104, C-105, Attachments 4.7.6(a) and 4.7.6(b))



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: ALBEMARLE INTERSECTION BUNDLING

FHWA: NHPP-002-7(051); HSIP-5104(269); NHPP-002-7(050); HSIP-002-7(049); STP-5104(267)

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 Albemarle County, Virginia, this 21 day of June, 20 19
County (City), STATE

FANCONER CONSTRUCTION COMPANY, INCORPORATED By: [Signature] VP OF PROJECTS
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Albemarle County
To-wit:

I Amanda Kay Felty, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Edwin Stelter

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 21st day of June, 20 19

Amanda Kay Felty My Commission expires February 28, 2023
Notary Public



**OR
UNSWORN DECLARATION**

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

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

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

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: ALBEMARLE INTERSECTION BUNDLING

FHWA: NHPP-002-7(051); HSIP-5104(269); NHPP-002-7(050); HSIP-002-7(049); STP-5104(267)

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

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

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

NAME	Location of Principal Office
<u>VTCA</u>	<u>Richmond, Virginia</u>
<u>AGCVA</u>	<u>Richmond, Virginia</u>

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

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

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

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

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

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

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

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

Signed at Albemarle County, Virginia, this 21 day of June, 20 19
County (City), STATE

Faulkner Construction Company, Incorporated By: [Signature] VP of Procurement
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Albemarle County

To-wit: I Amanda Kay Felty, a Notary Public in and for the State and

County(City) aforesaid, hereby certify that this day Edwin Stetter

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 21st day of June, 20 19

Amanda Kay Felty My Commission expires February 28, 2023
Notary Public

