

Response to Request for Revised Proposals

# ROUTE 7 CORRIDOR IMPROVEMENTS

Fairfax County, Virginia

State Project Nos.: 0007-029-942 and 0007-028-225  
Federal Project Nos: STP-5A01(745) and STP-5A01(790)  
Contract ID No.: C00099478DB98

## REVISED PRICE PROPOSAL



SUBMITTED BY:



IN ASSOCIATION WITH:



**ATTACHMENT 3.6**

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

RFP NO. C00099478DB98  
PROJECT NO.: 0007-029-942 and 0007-029-225

**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:

Note: Offeror previously acknowledged receipt of original RFP dated November 21, 2017 through RFP Addendum No. 5 dated March 19, 2018.

7. Cover letter of Request for Revised Proposal – June 1, 2018  
(Date)



SIGNATURE

June 27, 2018

DATE

Michael E. Post

PRINTED NAME

President/CEO/Manager

TITLE

**ATTACHMENT 4.0.1.2**

**DESIGN-BUILD PRICE PROPOSAL  
CHECKLIST**

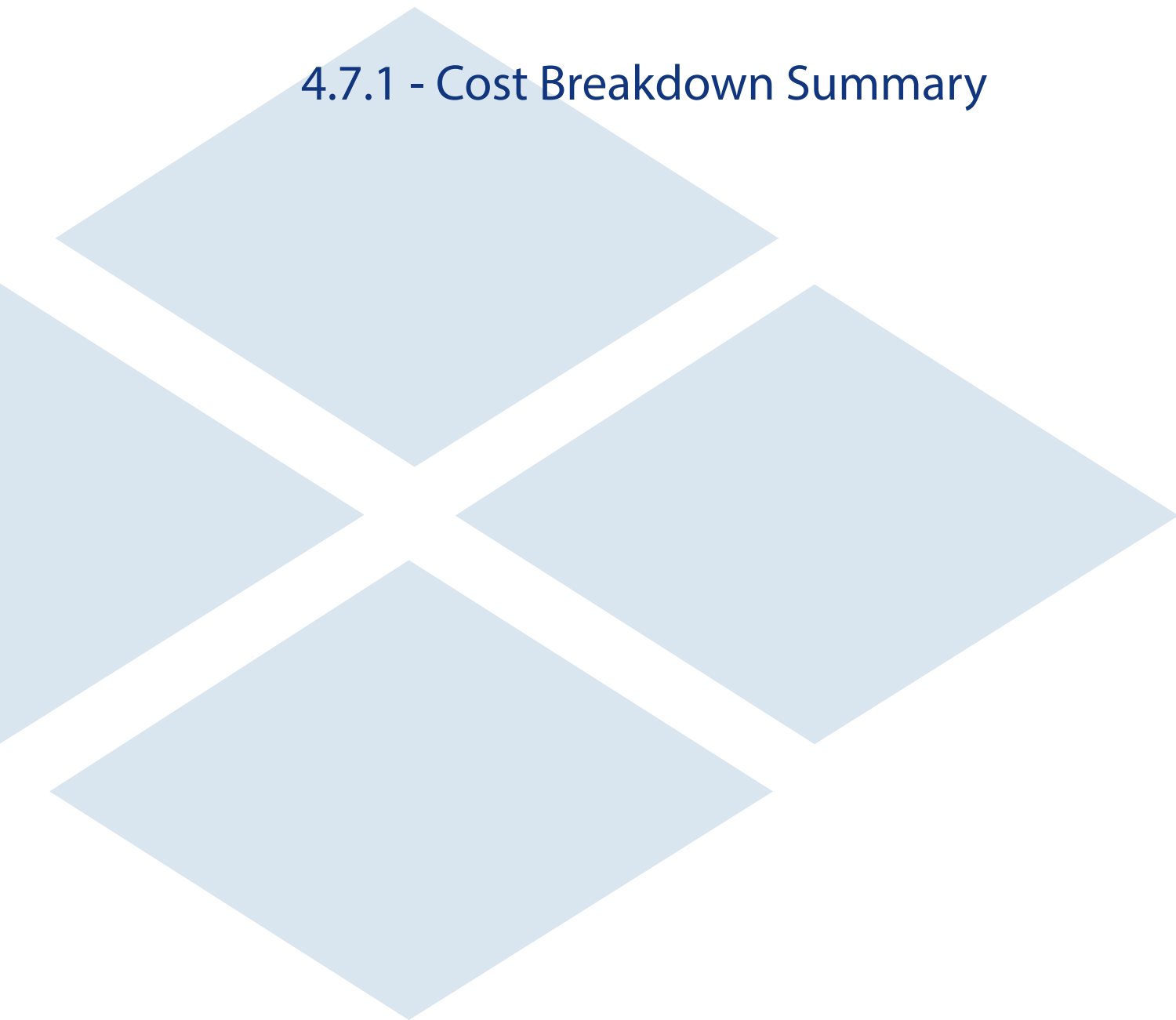
**Project Name: Route 7 Corridor Improvements  
Contract ID Number: C00099478DB98**

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➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.7.1)**
  - 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 Fuel and Asphalt, 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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## 4.7.1 - Cost Breakdown Summary



**ATTACHMENT 4.8.1**

**PRICE PROPOSAL FORM**

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

Price Proposal Cost Breakdown Summary;

A. Base Scope \$ 198,956,619.20

B. Option 1 \$ 53,915,158.00

**Total Proposal Price (Base Scope Total + Option 1 Total) ;** (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): Two Hundred Fifty Two Million Eight Hundred Seventy One Thousand Seven Hundred Seventy Seven Dollars and Twenty Cents (\$ 252,871,777.20 )

Signature:  Date: June 27, 2018

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018

## 4.7.2 - Schedule of Items

**Attachment 4.7.2**  
**State Project No. 0007-029-942 and 0007-029-225**

**SCHEDULE OF ITEMS (ver. 4-15-2014) - BASE BID**

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: 6/27/2018

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
00100	MOBILIZATION: BASE PROJECT		1.00	LS	\$9,200,000.00
00100	BONDS & INSURANCE		1.00	LS	\$3,300,000.00
00101	CONSTRUCTION SURVEYING (CONSTR.)		1.00	LS	\$1,300,000.00
00110	CLEARING AND GRUBBING		1.00	LS	\$1,275,000.00
00120	REGULAR EXCAVATION	F	214,805.00	CY	\$6,229,345.00
00515	TEMPORARY SUPPORT OF EXCAVATION		1.00	LS	\$440,000.00
00525	CONCRETE CL. A3 MICS.	F	250.00	CY	\$162,500.00
00529	FLOWABLE BACKFILL	F	500.00	CY	\$150,000.00
00212	MINOR STR. EXCAV. BOX CULVERT		4,050.00	CY	\$210,600.00
00522	CONCRETE CL.A4 BOX CULVERT		510.00	CY	\$739,500.00
00538	WEIR WALL - GABION		5.00	EA	\$100,000.00
00540	REINF. STEEL		67,835.00	LB	\$101,752.50
00560	JB-1 JUNC. BOX		5.00	EA	\$160,000.00
00588	UNDERDRAIN UD-4		84,000.00	LF	\$924,000.00
00590	COMB. UNDERDRAIN CD-1		1,000.00	LF	\$23,000.00
00591	COMB. UNDERDRAIN CD-2		1,000.00	LF	\$23,000.00
00700	POST INSTALLATION INSPECTION		44,436.00	LF	\$222,180.00
01156	STORM SEWER PIPE 15"		14,170.00	LF	\$1,388,660.00
01186	STORM SEWER PIPE 18"		10,130.00	LF	\$1,063,650.00
01246	STORM SEWER PIPE 24"		7,810.00	LF	\$1,093,400.00
01306	STORM SEWER PIPE 30"		5,050.00	LF	\$858,500.00
01301	JACKED & BORED 30" PIPE		340.00	LF	\$680,000.00
01366	STORM SEWER PIPE 36"		2,640.00	LF	\$554,400.00
01361	JACKED & BORED 36" PIPE		340.00	LF	\$714,000.00
01426	STORM SEWER PIPE 42"		2,420.00	LF	\$701,800.00
01421	JACKED & BORED 42" PIPE		130.00	LF	\$286,000.00
01486	STORM SEWER PIPE 48"		1,320.00	LF	\$514,800.00
01481	JACKED & BORED 48" PIPE		70.00	LF	\$280,000.00
01546	STORM SEWER PIPE 54"		16.00	LF	\$14,400.00
02091	NS PIPE FIELD CONNECTION		15.00	EA	\$45,000.00
06150	END SECTION ES-1 OR 2		47.00	EA	\$108,100.00
06817	DROP INLET DI-3		290.00	EA	\$1,740,000.00
07106	DROP INLET DI-4		23.00	EA	\$253,000.00
07508	DROP INLET DI-7		20.00	EA	\$140,000.00
08900	DROP INLET DI-12		2.00	EA	\$14,200.00
09056	MANHOLE MH-1 OR 2		40.00	EA	\$380,000.00
07508	SWM-1 RISER		5.00	EA	\$105,000.00
09149	EROS.CONTR.STONE CL. A1 EC-1	F	350.00	TON	\$35,000.00
09150	EROS.CONTR.STONE CL. I, EC-1	F	300.00	TON	\$30,000.00
09185	PAVED DITCH PG-2A		1,000.00	SY	\$85,000.00
40080	UTILITY RELOCATION - WATER MAIN		1.00	LS	\$14,200,000.00
42080	UTILITY RELOCATION - SANITARY SEWER		1.00	LS	\$600,000.00
10103	AGGR. MATL. NO. 25 OR 26	F	865.00	TON	\$43,250.00
10017	CEM.S.AGR.BAS.MATL.TY.I N.21A	F	53,285.00	TON	\$2,344,540.00
10128	MOT: AGGR.BASE MATL.TY. 21B	F	14,000.00	TON	\$700,000.00
10128	AGGR. BASE MATL. TY. I NO. 21B	F	49,140.00	TON	\$1,719,900.00
10026	MANIPULATION 6" W/ 12% CEMENT		138,390.00	SY	\$1,729,875.00
10498	NS PAVEMENT SAWCUT FULL DEPTH		20,000.00	LF	\$100,000.00
10610	MOT: ASPH TY. IM-19.0A	F&P	12,350.00	TON	\$1,259,700.00
10610	ASPHALT CONCRETE TY. IM-19.0A	F&P	1,980.00	TON	\$188,100.00

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
10611	ASPHALT CONCRETE TY. IM-19.0D	F&P	19,370.00	TON	\$1,840,150.00
10628	MOT: SHOULDER PLANING 7" DEPTH		14,500.00	SY	\$290,000.00
10628	FLEXIBLE PAVE.PLANING 0"-2"		34,300.00	SY	\$240,100.00
10635	ASPHALT CONCRETE TY. SM-9.5A	F&P	6,945.00	TON	\$833,400.00
10636	ASPHALT CONCRETE TY. SM-9.5D	F&P	2,055.00	TON	\$246,600.00
10637	ASPHALT CONCRETE TY. SM-9.5E	F&P	18,360.00	TON	\$2,295,000.00
10642	MOT: ASPH. TY. BM-25.0A	F&P	21,900.00	TON	\$1,883,400.00
10642	ASPHALT CONCRETE TY. BM-25.0A	F&P	71,010.00	TON	\$5,964,840.00
10643	ASPHALT CONCRETE TY. BM-25.0D (70-22)	F&P	4,600.00	TON	\$427,800.00
12030	STD. CURB CG-3		23,035.00	LF	\$644,980.00
12700	STD. COMB. CURB & GUTTER CG-7		45,035.00	LF	\$1,441,120.00
21110	STD. MS-1 TYPE CONCRETE MEDIAN		3,865.00	SY	\$386,500.00
12940	ENTRANCE GUTTER CG-9D		1,100.00	SY	\$132,000.00
13108	CG-12 DETECTABLE WARNING SURFACE		60.00	EA	\$114,000.00
13220	HYDR. CEMENT CONC. SIDEWALK 4"		900.00	SY	\$54,000.00
13220	GUARDRAIL TERMINAL GR-11		6.00	EA	\$21,000.00
13320	GUARDRAIL GR-2		4,600.00	LF	\$110,400.00
13345	ALT.BREAKAWAY CABLE TERM.(GR-9)		6.00	EA	\$7,500.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		3.00	EA	\$6,900.00
13393	FIXED OBJECT ATTACH. GR-FOA-2 TY. II		2.00	EA	\$1,000.00
13462	MEDIAN BARRIER MB-7F		1,000.00	LF	\$120,000.00
13753	SOUND BARRIER WALLS		242,406.00	SF	\$13,332,330.00
13540	RETAINING STRUCTURE		27,785.00	SF	\$6,112,700.00
13540	CONC CLASS A3 RETAINING WALLS		1,052.00	CY	\$1,009,920.00
13540	CONC CLASS A3 WALL RW-02 COLVIN		1,989.00	CY	\$2,237,625.00
13540	CONC CLASS A3 WALLS RW-03 RW-04 D-RUN		341.00	CY	\$383,625.00
00540	REINFORCING STEEL RW RW-02-03-04		326,200.00	LBS	\$440,370.00
22645	FENCE FE-CL VINYL COATED		7,500.00	LF	\$187,500.00
23560	TEMP. SAFETY FENCE 4'		24,000.00	LF	\$96,000.00
24160	CONSTRUCTION SIGNS		4,200.00	SF	\$189,000.00
24279	PORT.CHANGEABLE MESS. SIGN		1.00	LS	\$180,000.00
24282	TRAFFIC CONTROL & MAINTANENCE		1.00	LS	\$3,750,000.00
13611	TEMPORARY IMPACT ATTN. SERVICE		75.00	EA	\$1,800,000.00
24290	TRAFFIC BARRIER SER. CONC.		70,000.00	LF	\$2,590,000.00
24430	DEMO. OF PAVEMENT (FLEXIBLE)		168,240.00	SY	\$1,345,920.00
24430	DEMO. OF MOT PAVEMENT (FLEXIBLE)		61,300.00	SY	\$490,400.00
24601	NS REMOVE EXIST. GUARDRAIL ...		11,500.00	LF	\$23,000.00
24602	NS REMOVE EXIST. FENCE ...		2,500.00	LF	\$20,000.00
24801	NS REMOVE EXIST. DROP INLET ...		70.00	EA	\$154,000.00
24831	NS ADJUST EXIST. DROP INLET ...		10.00	EA	\$14,000.00
25000	HANDRAIL HR-1		2,500.00	LF	\$250,000.00
25505	FIELD OFFICE		1.00	LS	\$275,000.00
25561	INFORMAL PARTNERING		1.00	LS	\$40,000.00
25565	PROGRESS SCHEDULE BASELINE		1.00	LS	\$200,000.00
25567	PROGRESS SCHEDULE UPDATES		1.00	LS	\$120,000.00
26119	DRY RIPRAP CL.1	F	4,500.00	TON	\$450,000.00
26720	CONC. BLOCK DITCH LINING		4,500.00	SY	\$585,000.00
27022	TOPSOIL RESPREAD	F	11,600.00	CY	\$208,800.00
27102	SITE SEEDING		427,440.00	SY	\$748,020.00
27440	MOWING		1.00	LS	\$10,000.00
27325	SOIL STAB. MAT EC-3		11,640.00	SY	\$93,120.00
27410	CHECK DAM, ROCK		175.00	EA	\$52,500.00
27422	DEWATERING BASIN		5.00	EA	\$100,000.00
27430	SILTATION CONTROL MAINTANENCE		1.00	LS	\$1,950,000.00
27451	INLET PROTECTION		435.00	EA	\$261,000.00
27505	SILT FENCE (STD & SUPER)		54,600.00	LF	\$273,000.00
27580	TEMP. SEDIMENT TRAP		15.00	EA	\$45,000.00
50108	PROJECT SIGN PACKAGE		1.00	LS	\$385,000.00





**Attachment 4.7.2**  
**State Project No. 0007-029-942 and 0007-029-225**

**SCHEDULE OF ITEMS (ver. 4-15-2014) - OPTION 1**

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: 6/27/2018

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
00100	BONDS AND INSURANCE		1.00	LS	\$825,000.00
00101	CONSTRUCTION SURVEYING (CONSTR.)		1.00	LS	\$450,000.00
00110	CLEARING AND GRUBBING		1.00	LS	\$360,000.00
00120	REGULAR EXCAVATION	F	192,200.00	CY	\$3,719,070.00
00522	BCS 6'X4' RX & REPLACEMENT	F	169.00	CY	\$169,000.00
00538	WEIR WALL - GABION		2.00	EA	\$25,000.00
00540	REINF. STEEL		27,140.00	LB	\$27,140.00
00588	UNDERDRAIN UD-4		56,000.00	LF	\$448,000.00
00590	COMB. UNDERDRAIN CD-1		1,000.00	LF	\$17,500.00
00591	COMB. UNDERDRAIN CD-2		1,000.00	LF	\$17,500.00
00700	POST INSTALLATION INSPECTION		36,280.00	LF	\$136,050.00
01156	STORM SEWER PIPE 15"		10,485.00	LF	\$838,800.00
01186	STORM SEWER PIPE 18"		7,565.00	LF	\$627,895.00
01246	STORM SEWER PIPE 24"		9,365.00	LF	\$927,135.00
01306	STORM SEWER PIPE 30"		3,970.00	LF	\$496,250.00
01366	STORM SEWER PIPE 36"		3,535.00	LF	\$533,785.00
01426	STORM SEWER PIPE 42"		1,300.00	LF	\$266,500.00
02382	60"X38" ELLIPTICAL PIPE		60.00	LF	\$21,720.00
02091	NS PIPE FIELD CONNECTION		10.00	EA	\$17,900.00
06150	END SECTION ES-1 OR 2		17.00	EA	\$27,030.00
06817	DROP INLET DI-3		285.00	EA	\$1,211,250.00
07106	DROP INLET DI-4		17.00	EA	\$107,100.00
07508	DROP INLET DI-7		19.00	EA	\$93,100.00
09056	MANHOLE MH-1 OR 2		16.00	EA	\$110,400.00
07508	SWM-1 RISER		2.00	EA	\$33,000.00
10103	AGGR. MATL. NO. 25 OR 26	F	345.00	TON	\$11,730.00
10017	CEM.S.AGR.BAS.MATL.TY.I N.21A	F	65,665.00	TON	\$2,258,876.00
10128	MOT: AGGR.BASE MATL.TY. 21B	F	9,570.00	TON	\$363,660.00
10128	AGGR. BASE MATL. TY. I NO. 21B	F	26,475.00	TON	\$672,465.00
10026	MANIPULATION 6" W/ 12% CEMENT		171,830.00	SY	\$1,589,427.50
10610	MOT: ASPH TY. IM-19.0A	F&P	8,225.00	TON	\$674,450.00
10610	ASPHALT CONCRETE TY. IM-19.0A	F&P	965.00	TON	\$79,130.00
10611	ASPHALT CONCRETE TY. IM-19.0D	F&P	28,325.00	TON	\$2,322,650.00
10628	MOT: SHOULDER PLANING 7" DEPTH		9,715.00	SY	\$145,725.00
10628	FLEXIBLE PAVE.PLANING 0"-2"		27,975.00	SY	\$139,875.00
10635	ASPHALT CONCRETE TY. SM-9.5A	F&P	5,395.00	TON	\$571,870.00
10636	ASPHALT CONCRETE TY. SM-9.5D	F&P	2,255.00	TON	\$196,185.00
10637	ASPHALT CONCRETE TY. SM-9.5E	F&P	17,165.00	TON	\$1,596,345.00
10642	MOT: ASPH. TY. BM-25.0A	F&P	14,665.00	TON	\$1,094,009.00
10642	ASPHALT CONCRETE TY. BM-25.0A	F&P	67,690.00	TON	\$5,049,674.00
10643	ASPHALT CONCRETE TY. BM-25.0D (70-22)	F&P	3,145.00	TON	\$243,737.50
12030	STD. CURB CG-3		26,615.00	LF	\$532,300.00
12700	STD. COMB. CURB & GUTTER CG-7		35,745.00	LF	\$900,774.00
21110	STD. MS-1 TYPE CONCRETE MEDIAN		1,630.00	SY	\$130,400.00
12940	ENTRANCE GUTTER CG-9D		755.00	SY	\$67,950.00
13108	CG-12 DETECTABLE WARNING SURFACE		39.00	EA	\$63,180.00
13220	HYDR. CEMENT CONC. SIDEWALK 4"		200.00	SY	\$10,000.00
13220	GUARDRAIL TERMINAL GR-11		2.00	EA	\$5,000.00
13320	GUARDRAIL GR-2		3,065.00	LF	\$52,105.00
13345	ALT.BREAKAWAY CABLE TERM.(GR-9)		2.00	EA	\$1,900.00



## 4.7.3 - Monthly Payment Schedule

### Monthly Payment Schedule

Period Ending (Month)	Projected Monthly Total:	Projected Cumulative Total:
August 2018	\$ 6,068,923	\$ 6,068,923
September 2018	\$ 6,321,794	\$ 12,390,717
October 2018	\$ 6,574,666	\$ 18,965,383
November 2018	\$ 6,827,538	\$ 25,792,921
December 2018	\$ 5,816,051	\$ 31,608,972
January 2019	\$ 4,804,564	\$ 36,413,536
February 2019	\$ 5,563,179	\$ 41,976,715
March 2019	\$ 5,563,179	\$ 47,539,894
April 2019	\$ 5,310,307	\$ 52,850,201
May 2019	\$ 5,816,051	\$ 58,666,252
June 2019	\$ 5,563,179	\$ 64,229,431
July 2019	\$ 5,310,307	\$ 69,539,739
August 2019	\$ 5,057,436	\$ 74,597,174
September 2019	\$ 4,551,692	\$ 79,148,866
October 2019	\$ 5,057,436	\$ 84,206,302
November 2019	\$ 4,551,692	\$ 88,757,994
December 2019	\$ 3,034,461	\$ 91,792,455
January 2020	\$ 2,528,718	\$ 94,321,173
February 2020	\$ 2,781,590	\$ 97,102,762
March 2020	\$ 3,287,333	\$ 100,390,095
April 2020	\$ 5,310,307	\$ 105,700,403
May 2020	\$ 5,816,051	\$ 111,516,454
June 2020	\$ 6,068,923	\$ 117,585,376
July 2020	\$ 5,816,051	\$ 123,401,427
August 2020	\$ 5,563,179	\$ 128,964,606
September 2020	\$ 5,310,307	\$ 134,274,914
October 2020	\$ 5,310,307	\$ 139,585,221
November 2020	\$ 5,057,436	\$ 144,642,656
December 2020	\$ 2,275,846	\$ 146,918,502
January 2021	\$ 1,770,102	\$ 148,688,605
February 2021	\$ 1,770,102	\$ 150,458,707
March 2021	\$ 2,781,590	\$ 153,240,297
April 2021	\$ 3,287,333	\$ 156,527,630
May 2021	\$ 3,540,205	\$ 160,067,835
June 2021	\$ 3,793,077	\$ 163,860,911
July 2021	\$ 4,045,948	\$ 167,906,860
August 2021	\$ 4,045,948	\$ 171,952,808
September 2021	\$ 3,793,077	\$ 175,745,885

### Monthly Payment Schedule

Period Ending (Month)	Projected Monthly Total:	Projected Cumulative Total:
October 2021	\$ 2,781,590	\$ 178,527,475
November 2021	\$ 2,528,718	\$ 181,056,192
December 2021	\$ 252,872	\$ 181,309,064
January 2022	\$ 252,872	\$ 181,561,936
February 2022	\$ 252,872	\$ 181,814,808
March 2022	\$ 505,744	\$ 182,320,551
April 2022	\$ 1,011,487	\$ 183,332,038
May 2022	\$ 1,770,102	\$ 185,102,141
June 2022	\$ 3,034,461	\$ 188,136,602
July 2022	\$ 3,287,333	\$ 191,423,935
August 2022	\$ 3,540,205	\$ 194,964,140
September 2022	\$ 3,287,333	\$ 198,251,473
October 2022	\$ 3,034,461	\$ 201,285,934
November 2022	\$ 1,517,231	\$ 202,803,165
December 2022	\$ 1,517,231	\$ 204,320,396
January 2023	\$ 1,011,487	\$ 205,331,883
February 2023	\$ 1,011,487	\$ 206,343,370
March 2023	\$ 3,034,461	\$ 209,377,831
April 2023	\$ 4,551,692	\$ 213,929,523
May 2023	\$ 6,827,538	\$ 220,757,061
June 2023	\$ 5,563,179	\$ 226,320,240
July 2023	\$ 7,839,025	\$ 234,159,266
August 2023	\$ 6,827,538	\$ 240,986,803
September 2023	\$ 5,563,179	\$ 246,549,983
October 2023	\$ 1,517,231	\$ 248,067,213
November 2023	\$ 1,264,359	\$ 249,331,572
December 2023	\$ 252,872	\$ 249,584,444
January 2024	\$ 252,872	\$ 249,837,316
February 2024	\$ 252,872	\$ 250,090,187
March 2024	\$ 505,744	\$ 250,595,931
April 2024	\$ 505,744	\$ 251,101,675
May 2024	\$ 758,615	\$ 251,860,290
June 2024	\$ 505,744	\$ 252,366,033
July 2024	\$ 252,872	\$ 252,618,905
August 2024	\$ 252,872	\$ 252,871,777
	<b>\$ 252,871,777.20</b>	



## 4.7.4 - Adjustments to Asphalt and Fuel

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

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

November 21, 2017

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

Each month, the Department will publish an average state-wide PG 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 Scheduling and Contracts 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 item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

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

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

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

VIRGINIA DEPARTMENT OF TRANSPORTATION  
**MASTER LISTING OF**

**ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT  
(11-14-17)**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>SPECIFICATION</b>
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10420	Blotted Seal Coat Ty. B	Sy	ATTD
10422	Blotted Seal Coat Ty. C	Sy	ATTD
10423	Blotted Seal Coat Ty. C-1	Sy	ATTD
10424	Blotted Seal Coat Ty. D	Sy	ATTD
10598	Ns Asphalt Concrete	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	317
10701	Liquid Asphalt Coating	Sy	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	Sy	ATTD
16120	Emul. Asph. Slurry Seal Type B	Sy	ATTD
16130	Emul. Asph. Slurry Seal Type C	Sy	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.

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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
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type li	Ton	ATTD
16504	Surf.Preparation & Restoration Type lii	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

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

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

June 30, 2011  
(Revised) November 5, 2012

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

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

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

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

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

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

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

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

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

Where; S = Monetary amount of the adjustment (plus or minus)  
B = Base index price

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

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

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

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


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

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

I elect to use this provision

I elect not to use this provision

Date: June 26, 2018

Signature: 

Design-builder: Shirley Contracting Compnay, LLC

Vendor No.: S018



## 4.7.5 - Proposal Guaranty

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

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

SIGNED, sealed and dated this 19TH Day of JUNE, 20 18

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

PROJECT NUMBER: A DESIGN-BUILD PROJECT - CONTRACT ID NUMBER: C00099478DB98  
ROUTE 7 CORRIDOR IMPROVEMENTS FROM: RESTON AVENUE TO:  
JARRET VALLEY DRIVE, FAIRFAX COUNTY, VIRGINIA

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

SHIRLEY CONTRACTING COMPANY, LLC

(Principal\*)

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

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

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

(Principal\*)

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety Company)

By: [Signature] (Attorney-in-Fact\*\*) (Seal) KAREN C. BOWLING

ONE TOWER SQUARE, HARTFORD, CT 06183  
(Address)

By: \_\_\_\_\_  
(Surety Company)

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

By: \_\_\_\_\_  
(Address)

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

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

Electronic Bid Bond ID#

Company/Bidder Name

Signature and Title

\*\*Attach copy of Power of Attorney





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**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 **Karen C Bowling** of **COLUMBIA, Maryland**, 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.

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 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**



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of 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 19th day of June, 2018



  
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.**



## 4.7.6 - Sworn Statement Forms

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

PROJECT: 0007-029-942 and 0007-029-225

FHWA: STP-5A01(745) and STP-5A01(790)

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

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

**AFFIDAVIT**

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

Signed at Fairfax County, VA, this 26th day of June, 2018

County (City), STATE

Shirley Contracting Company, LLC  
(Name of Firm)

By:   
(Signature)

President/CEO/Manager  
Title (print)

STATE of Virginia

COUNTY (CITY) of Fairfax

To-wit:

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

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 26th day of June, 2018

My Commission expires 11/30/2020

OR  
**UNSWORN DECLARATION**

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

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

(Name of Firm)

By: \_\_\_\_\_  
(Signature)

Title (print)



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT**

PROJECT: 0007-029-942 and 007-029-225

FHWA: STP-5A01(745) and STP-5A01(790)

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

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

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

NAME	Location of Principal Office
<u>VTCA</u>	<u>620 Moorefield Park Drive, Richmond, VA 23236</u>
<u>HCCA</u>	<u>10756B Ambassador Dr., Manassass, VA 20110</u>

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

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

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

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

(Continued)

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

Form C-105  
page 2

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

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

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

Signed at Fairfax County, VA, this 26 day of June, 20 18

Shirley Contracting Company, LLC County (City), STATE  
(Name of Firm) By: [Signature] President/CEO/Manager  
(Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Fairfax

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

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 26th day of June, 20 18

My Commission expires 11/30/2020  
Notary Public

