

SUBMITTED | January 16, 2018



Fauquier County, Virginia

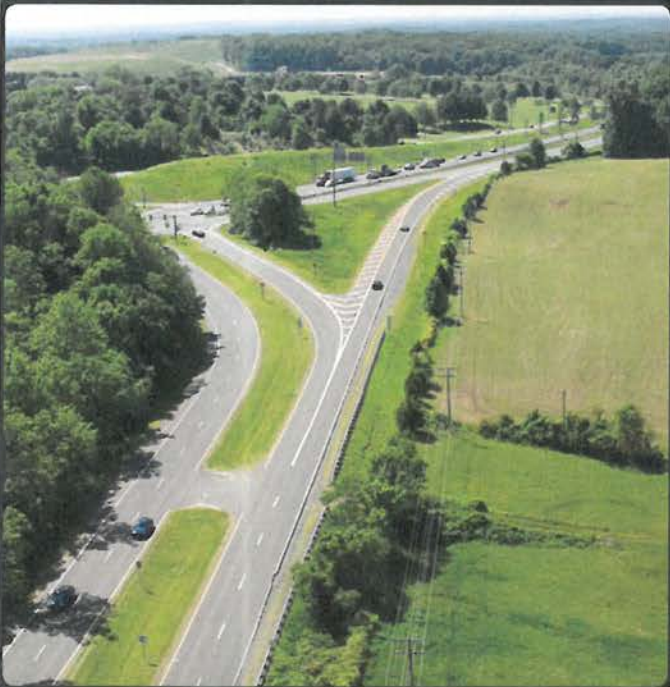
Price Proposal

A DESIGN-BUILD PROJECT

Warrenton Southern Interchange US 15/17/29

From: Route 15/17/29 & Route 15/17/29 Business

To: 1.0 mile South of Route 15/17/29 & Route 15/17/29 Business



State Project No.: 0029-030-121, P101, R201, C501, B616
Federal Project No.: STP-032-7(032)
Contract ID Number: C00077384DB100

SUBMITTED BY



ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: Warrenton Southern Interchange
Contract ID Number: C00077384DB100**

➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.8.1)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.8.2, including material quantities and costs of each proposed work package**
 - Proposed Monthly Payment Schedule showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.8.3**
 - Price Adjustment Information and Forms for Fuel 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 4.8.6(a) and 4.8.6(b))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
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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

Design Services, LS	\$ 2,370,000.00
Construction Services (exclude QA/QC), LS	\$ 18,128,885.00
Quality Assurance (QA) (Construction), LS	\$ 1,540,000.00
Quality Control (QC) (Construction), LS	\$ 850,000.00
All Other Costs, LS	\$ 0.00
Base Scope – Subtotal	\$ 22,888,885.00

B. Option 1

Design Services, LS	\$ 0.00
Construction Services (exclude QA/QC), LS	\$ 92,700.00
Quality Assurance (QA) (Construction), LS	\$ 0.00
Quality Control (QC) (Construction), LS	\$ 0.00
All Other Costs, LS	\$ 0.00
Option 1 – Subtotal	\$ 92,700.00

C. Option 2

Design Services, LS	\$ 0.00
Construction Services (exclude QA/QC), LS	\$ 151,500.00
Quality Assurance (QA) (Construction), LS	\$ 0.00
Quality Control (QC) (Construction), LS	\$ 0.00
All Other Costs, LS	\$ 0.00
Option 2 – Subtotal	\$ 151,500.00

Total Proposal Price (Base Scope Subtotal + Option 1 Subtotal + Option 2 Subtotal); (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): TWENTY THREE MILLION, ONE HUNDRED THIRTY THREE THOUSAND,
EIGHTY FIVE DOLLARS AND NO CENTS — (\$ 23,133,085.00)

Signature:  Date: January 16, 2018

Design-Builder: James A. Openshaw, Sr. Vice President
Branch Civil, Inc.

Vendor No.: B319

Attachment 4.8.2
State Project 0029-030-121

BASE SCOPE 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:

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
25591	DESIGN SERVICES		1	LS	\$ 2,370,000.00
25593	QUALITY ASSURANCE (QA)		1	LS	\$ 1,540,000.00
25595	QUALITY CONTROL (QC)		1	LS	\$ 850,000.00
85130	BONDS AND INSURANCE		1	LS	\$ 417,184.00
85011	PROJECT MANAGEMENT		32	MO	\$ 1,408,000.00
25565	PROGRESS SCHEDULE BASELINE		1	LS	\$ 75,000.00
25567	PROGRESS SCHEDULE UPDATES		22	EA	\$ 66,000.00
40012	UTILITY RELOCATION COSTS		1	LS	\$ 715,000.00
28800	WETLAND MITIGATION		1	LS	\$ 300,000.00
00100	MOBILIZATION		1	LS	\$ 250,000.00
00101	CONSTRUCTION SURVEYING		1	LS	\$ 80,000.00
00110	CLEARING AND GRUBBING		1	LS	\$ 180,000.00
27504	SILT FENCE TYPE A		2,700	LF	\$ 2,700.00
27415	ROCK CHECK DAM TYPE 2		72	EA	\$ 7,200.00
27451	INLET PROTECTION TYPE A		14	EA	\$ 14.00
27461	INLET PROTECTION TYPE B		42	EA	\$ 1,680.00
	INLET PROTECTION TYPE C		4	EA	\$ 80.00
27325	EROSION CONTROL MAT EC-3 TYPE 1		6,750	SY	\$ 16,875.00
27101	TEMPORARY SEED AND MULCH		75,000	SY	\$ 26,250.00
27275	NS EROSION CONTROL MAINT.		1	LS	\$ 520,000.00
24430	DEMO. OF PAVEMENT (FLEXIBLE)		30,206	SY	\$ 324,714.50
24415	SAW CUT PAVEMENT - FLEXIBLE		8000	LF	\$ 32,000.00
24265	MAINTENANCE OF TRAFFIC		1	LS	\$ 910,000.00
	TEMPORARY PAVING		6310	SY	\$ 384,910.00
00120	REGULAR EXCAVATION	F	168166	CY	\$ 3,363,320.00
00525	FLOWABLE BACKFILL (PIPE ABANDONMENT)		4	CY	\$ 1,600.00
00588	UNDERDRAIN UD-4		13650	LF	\$ 95,550.00
00590	COMB. UNDERDRAIN CD-1		200	LF	\$ 3,800.00
00591	COMB. UNDERDRAIN CD-2		200	LF	\$ 3,800.00
00595	OUTLET PIPE		1,400	LF	\$ 21,000.00
00596	ENDWALL EW-12		35	EA	\$ 36,750.00
01156	STORM SEWER PIPE 15"		3120	LF	\$ 205,920.00
01186	STORM SEWER PIPE 18"		476	LF	\$ 32,368.00
01186	STORM SEWER PIPE 18" BORE AND JACK		89	LF	\$ 102,350.00
01246	STORM SEWER PIPE 24"		468	LF	\$ 41,652.00
01246	STORM SEWER PIPE 24" BORE AND JACK		165	LF	\$ 181,500.00
01306	STORM SEWER PIPE 30"		182	LF	\$ 27,300.00
06151	ES-1, 15"		13	EA	\$ 8,250.00
06181	ES-1, 18"		1	EA	\$ 880.00
06241	ES-1, 24"		1	EA	\$ 1,050.00
	EW-1, 24"		3	EA	\$ 3,750.00
	EW-1, 30"		1	EA	\$ 1,700.00
06740	DROP INLET DI-1		1	EA	\$ 4,000.00
06745	DROP INLET DI-2A		1	EA	\$ 5,270.00
06816	DROP INLET DI-2B, L=6'		5	EA	\$ 30,500.00

06749	DROP INLET DI-2B, L=10'		1	EA	\$ 7,050.00
06835	DROP INLET DI-2B, L=16'		5	EA	\$ 41,250.00
06815	DROP INLET DI-3B, L=6'		2	EA	\$ 9,660.00
06819	DROP INLET DI-3B/C, L=8'		9	EA	\$ 45,900.00
07508	DROP INLET DI-3B, L=10'		7	EA	\$ 38,220.00
06821	DROP INLET DI-3B, L=12'		6	EA	\$ 58,020.00
06823	DROP INLET DI-3B, L=16'		4	EA	\$ 26,500.00
07506	DROP INLET DI-5		7	EA	\$ 34,020.00
07508	DROP INLET DI-7		4	EA	\$ 18,200.00
08272	DROP INLET DI-10H, TY-III L=18'		2	EA	\$ 19,560.00
09055	MANHOLE MH-2 48"		5	EA	\$ 14,200.00
09057	FRAME & COVER MH-1		5	EA	\$ 2,900.00
09148	EROS.CONTR.STONE CL1A, PG-3 DITCH		330	TON	\$ 17,820.00
09150	EROS.CONTR.STONE CL. I, EC-1	F	130	TON	\$ 16,900.00
27022	TOPSOIL CLASS B 2"		12.4	ACRE	\$ 167,400.00
	PERMANENT SEED AND MULCH		72000	SY	\$ 32,400.00
00700	POST INSTALLATION INSPECTION - STORM		19513	LF	\$ 48,782.50
	RELOCATE 8" WATERMAIN		1	LS	\$ 94,000.00
	RELOCATE 4" FORCE MAIN		1	LS	\$ 125,500.00
10113	AGGR. BASE MATL. TY. I NO. 21B	F	21850	TON	\$ 513,475.00
16401	ASPHALT CONCRETE TY. SMA-9.5D	F, P	990	TON	\$ 103,950.00
10635	ASPHALT CONCRETE TY. SM-9.5A	F, P	210	TON	\$ 22,050.00
10636	ASPHALT CONCRETE TY. SM-9.5D	F, P	2265	TON	\$ 215,175.00
10609	ASPHALT CONCRETE TY. SM-12.5E	F, P	1330	TON	\$ 126,350.00
10610	ASPHALT CONCRETE TY. IM-19.0A	F, P	3,050	TON	\$ 277,550.00
10612	ASPHALT CONCRETE TY. IM-19.0E	F, P	735	TON	\$ 80,850.00
10628	FLEXIBLE PAVE.PLANING 0"-2"	F	12,005	SY	\$ 54,022.50
10642	ASPHALT CONCRETE TY. BM-25.0A	F, P	4,800	TON	\$ 424,800.00
10643	ASPHALT CONCRETE TY. BM-25.0D	F, P	3,960	TON	\$ 334,620.00
12020	STD. CURB CG-2		2,638	LF	\$ 60,674.00
12030	STD. CURB CG-3 (modified, truck ramp)		730	LF	\$ 18,250.00
12600	STD. COMB. CURB & GUTTER CG-6		5,632	LF	\$ 163,328.00
12020	STD MS-1A		736	SY	\$ 73,600.00
	NS CONCRETE TRUCK APRON		9,075	SF	\$ 140,662.50
13212	ROW MONUMENTS		10	EA	\$ 1,400.00
22501	FENCE FE-WI		2,560	LF	\$ 21,760.00
24600	REMOVE EXISTING GUARDRAIL		1,315	LF	\$ 3,945.00
13281	GR-MGS1 GUARDRAIL		3,212	LF	\$ 54,604.00
13286	GR-MGS2 GUARDRAIL TERMINAL		6	EA	\$ 17,700.00
13287	GR-MGS3 GUARDRAIL TERMINAL		5	EA	\$ 5,100.00
13288	GR-MSG4 GUARDRAIL TRANSITION		1	EA	\$ 1,130.00
13384	GR-FOA-1 TYPE 2		4	EA	\$ 8,480.00
13393	GR-FOA-2 TYPE 2		1	EA	\$ 450.00
13315	GR-11 GUARDRAIL TERMINAL		1	EA	\$ 960.00
13462	MB-7F MEDIAN BARRIER		617	LF	\$ 61,083.00
	NS SPECIAL DESIGN RETAINING WALL		197	LF	\$ 61,070.00
54032	TY.B CL I PAVE. LINE MARK. 4"		24,500	LF	\$ 18,375.00
54034	TY.B CL I PAVE. LINE MARK. 6"		300	LF	\$ 255.00
54037	TY.B CL I PAVE. LINE MARK. 8"		3,500	LF	\$ 4,725.00
54042	TY.B CL I PAVE. LINE MARK. 24"		900	LF	\$ 7,200.00
54074	TY.B CL VI PAVE. LINE MARK. 4"		525	LF	\$ 2,625.00
54077	TY.B CL VI CONTRAST PAVE. LINE MARK. 4"		500	LF	\$ 3,500.00
54105	ERAD. OF EXIST. LINEAR PAVE.MARKING		300	LF	\$ 300.00
54217	SNOW PLOW-RAISED PAVE.MARKER ASPH.CONC.		200	EA	\$ 7,600.00
54300	PAVMT SYMB MARK (SINGLE TURN ARROW) TY B, CL 1		6	EA	\$ 840.00
54310	PAVMT SYMB MARK (LANE REDUCTION ARROW) TY B, CL 1		7	EA	\$ 2,800.00

54400	PAVMT SYMB MARK (FISH HOOK, LEFT/THRU) TY B, CL 1		2	EA	\$ 1,200.00
	PAVMT SYMB MARK (YIELD 2'x3') TY B, CL 1		60	EA	\$ 2,700.00
10700	RUMBLE STRIP		7,400	LF	\$ 17,020.00
38953	LANDSCAPING		1	LS	\$ 165,000.00
52000	NS TRAFFIC SIGNAL		1	LS	\$ 61,500.00
59050	CCTV SYSTEM		1	LS	\$ 255,000.00
	LIGHTING SYSTEM		1	LS	\$ 210,000.00
50108	SIGNS		1	LS	\$ 550,000.00
13815	NS RETAINING STRUCTURE (MSE)		6260	SF	\$ 469,500.00
60404	CONCRETE CLASS A4 SUPERSTRUCTURE		417.3	CY	\$ 751,140.00
60450	CONCRETE CLASS A4 BRIDGE APPR. SLAB		138.8	CY	\$ 138,800.00
60452	REINF. STEEL BRIDGE APPR. SLAB		21514	LB	\$ 48,406.50
60490	BRIDGE DECK GROOVING		662	SY	\$ 7,282.00
60495	COVER DEPTH SURVEY		526	SY	\$ 6,838.00
61223	PREST. CONC. BEAM, BULB-T 45" +70' - 80'		5	EA	\$ 285,000.00
61224	PREST. CONC. BEAM, BULB-T 45" +80' - 90'		5	EA	\$ 310,000.00
61713	CORROSION RESISTANT REINF. STEEL CL. III		79477	LB	\$ 317,908.00
62495	PREFORMED ELASTOMERIC JOINT SEALER		100	LF	\$ 22,500.00
64011	STRUCTURE EXCAVATION		181	CY	\$ 16,652.00
64015	SELECT BACKFILL (ABUTMENT ZONE)		1465	TN	\$ 82,040.00
64032	GEOCOMPOSITE WALL DRAIN		44	SY	\$ 1,144.00
64036	PIPE UNDERDRAIN 6"		194	LF	\$ 3,492.00
64038	NS PREBORING PILE		144	LF	\$ 81,360.00
64101	DYNAMIC PILE TEST		2	EA	\$ 8,000.00
64114	STEEL PILES 14"		599	LF	\$ 40,732.00
64775	PILE POINT FOR 14" STEEL PILE		18	EA	\$ 2,700.00
65004	ARCHITECTURAL TREATMENT		163.1	SY	\$ 48,114.50
65010	NS CONC. SURFACE COLOR COAT		163.1	SY	\$ 30,989.00
65013	CONCRETE CLASS A3		308.2	CY	\$ 366,758.00
65200	REINF. STEEL		41740	LB	\$ 68,871.00
65824	RAILING, BR27C 1 RAIL		169	LF	\$ 50,700.00
65826	RAILING, BR27C 3 RAIL		169	LF	\$ 53,573.00
67089	PED. FENCE BPF-5, TYPE C		169	LF	\$ 27,885.00
22645	FENCE FE-CL VINYL COATED (MSE WALL)		261	LF	\$ 13,311.00
22653	LINE BRACE UNIT FE-CL		4	EA	\$ 1,360.00
51966	SAFETY & ACCEPTANCE INSPECTION		1	DAY	\$ 7,950.00

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...).

EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

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

July 18, 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
 (10-27-09)

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

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

Exhibit 6.3(b)

Form C-16a
August 9, 2013

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

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

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b.
price of \$ 537.14 per IMPERIAL ton for PG 76-22 or PG 70-28. This quote is project specific.

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 76-22 or PG 70-28 shall be maintained by the Design-Builder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

DATE: 1-16-2018

SIGNATURE: _____

BRANCH CIVIL, INC.
(Firm or Corporation)

B319
(Vendor No.)

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

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

June 30, 2011
(Revised) November 5, 2012

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I elect to use this provision

I elect not to use this provision

Date: 1-16-18

Signature: [Signature]

Design-builder: BANAH CIVIL, INC.

Vendor No.: B319

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

KNOW ALL MEN BY THESE PRESENTS, THAT WE Branch Civil, 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 16th Day of January, 2018

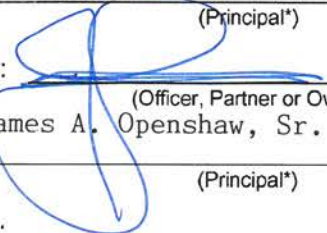
WHEREAS, the above said principal is herewith submitting its proposal for:

PROJECT NUMBER:

Warrenton Southern Interchange US 15/17/29, Contract ID C00077384DB100

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

Branch Civil, Inc.

(Principal*)
By: 

(Officer, Partner or Owner) (Seal)
James A. Openshaw, Sr. Vice President

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

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

Hartford Fire Insurance Company

(Surety Company)
By: 

Theresa S. Stump (Attorney-in-Fact**) (Seal)
One Hartford Plaza
Hartford, CT 06155-0001

(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

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)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

- 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

Theresa S. Stump 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 Branch Civil, Inc. naming
Commonwealth of Virginia, Department of Transportation as Obligee 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, Assistant Secretary

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
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 January 16, 2018

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: Warrenton Southern Interchange 0029-030-121, P101, R201, C501, B616

FHWA: STP-032-7(032)

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 Virginia Beach, Virginia, this 16th day of January, 20 18
County (City), STATE

Branch Civil, Inc. By:  Sr. Vice President
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Virginia Beach

To-wit: Sharon B. Donahue, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day James A. Openshaw

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 16th day of January, 20 18

 My Commission expires September 30, 2021
Notary Public Registration No.: 194872

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: 0029-030-121, P101, R201, C501, B616

FHWA: STP-032-7(032)

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.

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

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

NAME	Location of Principal Office
<u>VTCA</u>	<u>Richmond, VA</u>
<u>HRUHCA</u>	<u>Chesapeake, VA</u>
<u>CAROLINA AGC</u>	<u>Raleigh, NC</u>

- 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 Virginia Beach, Virginia , this 16th day of January , 20 18
County (City), STATE

Branch Civil, Inc. By:  Sr. Vice President
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Virginia Beach

To-wit: I Sharon B. Donahue , a Notary Public in and for the State and
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