

Response to Request for Proposal

# I-81 WIDENING MM 136.6 TO MM 141.8

## Roanoke County and City of Salem, Virginia

State Project No.: 0081-080-946, P101, R201, C501, B677, B678, B681, B682, B683, B684, B685, B686, B687, B688

Federal Project No.: NHPP-0812 (330)

Contract ID No.: C00116203DB108

**MARCH 30, 2021**



Submitted by:



In Association with:



# PRICE PROPOSAL

# **Attachment 4.01.2:** Price Proposal Checklist

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**ATTACHMENT 4.0.1.2**

**DESIGN-BUILD PRICE PROPOSAL  
CHECKLIST**

**Project Name: I-81 Widening MM 136.6 to MM 141.8  
Contract ID Number: C00116203DB108**

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➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.78.1)**
  - Schedule of Items itemized in accordance with Part 1, Section 4.78.2, 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 4.78.3**
  - 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 4.78.6(a) and 4.78.6(b))**
  - Price Proposal in a single cohesive Adobe PDF file**
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# **Attachment 4.7.1:** Cost Breakdown Summary

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**ATTACHMENT 4.7.1**

**PRICE PROPOSAL FORM**


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

Price Proposal Cost Breakdown Summary;

Design Services, LS	\$ <u>18,500,000</u>
Construction Services (exclude QA/QC), LS	\$ <u>151,791,611</u>
Quality Assurance (QA) (Construction), LS	\$ <u>6,117,600</u>
Quality Control (QC) (Construction), LS	\$ <u>2,554,000</u>

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

Lump Sum (LS): One hundred and seventy-eight million, nine hundred and sixty-three thousand, two hundred and eleven dollars (\$ 178,963,211 )

Signature:  Date: March 30, 2021

Design-Builder: Archer Western Construction, LLC

Vendor No.: A210

# **Attachment 4.7.2:** Schedule of Items Form

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**Attachment 4.7.2**

**State Project No. 0081-080-946, P101, R201, C501, B677, B678, B681, B682, B683, B684, B685, B686, B687, B688**

**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:** 3/30/2021

<b>VDOT Item Code <sup>1</sup></b>	<b>Item Description</b>	<b>Fuel (F) or Price (P) Adjustment</b>	<b>Approximate Quantity</b>	<b>Units<sup>1</sup></b>	<b>Budgeted Cost (\$)</b>
00104	DESIGN SERVICES		1	LS	\$ 18,500,000.00
25596	PRECON SERVICES		1	LS	\$ 225,000.00
40012	DESIGN BUILD UTILITIES		1	LS	\$ 1,250,000.00
28550	ENVIRONMENTAL QUALITY AND MITIGATION		1	LS	\$ 1,000,000.00
00100	MOBILIZATION 5%		1	LS	\$ 8,900,000.00
00101	CONSTRUCTION SURVEYING		1	LS	\$ 1,779,921.00
85130	BONDS AND INSURANCE		1	LS	\$ 1,350,000.00
70093	ROW SERVICES		1	LS	\$ 750,000.00
85011	ESCROW DOCUMENTS		1	LS	\$ 25,000.00
00104	DB ENVIRONMENTAL PERMITTING		1	LS	\$ 150,000.00
25596	DB SCOPE VALIDATIONS		1	LS	\$ 1,050,000.00
00110	CLEARING AND GRUBBING	F	1	LS	\$ 628,000.00
00120	REGULAR EXCAVATION	F	371295	CY	\$ 11,539,848.60
00211	MINOR STRUCTURE EXCAV. PIPE CULVERT		469	CY	\$ 17,517.15
00212	MINOR STRUCTURE EXCAV. BOX CULVERT		153	CY	\$ 5,661.00
00355	GEOTEXTILE (SUBGRADE STABILIZATION)		242505	SY	\$ 606,262.50
00505	BEDDING MATL. AGGR. NO. 25 OR 26	F	21401	TN	\$ 706,233.00
00507	BEDDING MATL. AGGR. NO 57	F	5293	TN	\$ 264,650.00
00522	CONCRETE CLASS A4 BOX CULVERT	F	152	CY	\$ 486,400.00
00525	CONCRETE CLASS A3 MISC.	F	206	CY	\$ 401,700.00
00529	FLOWABLE BACKFILL	F	369	CY	\$ 77,490.00
00540	REINF. STEEL	P	10624	LB	\$ 15,511.04
00590	UNDERDRAIN UD-4		110890	LF	\$ 1,234,205.70
00591	6" UNDERDRAIN		1530	LF	\$ 16,187.40
00595	OUTLET PIPE		1914	LF	\$ 48,271.08
00596	ENDWALL EW-12		174	EA	\$ 141,185.34
00597	NS UNDERDRAIN CLEANOUT 4"		18	EA	\$ 10,394.82
00599	NS UNDERDRAIN CROSSDRAIN CD-2 MODIFIED		648	LF	\$ 19,990.80
01060	6" PIPE		65	LF	\$ 6,189.95
01150	15" PIPE		1080	LF	\$ 75,448.80
01152	15" CONCRETE PIPE		8360	LF	\$ 516,230.00
01182	18" CONC. PIPE		2352	LF	\$ 160,265.28
01240	24" PIPE		30	LF	\$ 5,041.80
01242	JACKED 24" PIPE		1474	LF	\$ 2,381,291.22
01242	24" CONC. PIPE		6795	LF	\$ 545,978.25
01301	JACKED & BORED 30" PIPE		210	LF	\$ 363,056.40
01302	30" CONC. PIPE		2083	LF	\$ 255,105.01
01361	JACKED & BORED 36" PIPE		150	LF	\$ 274,957.50
01362	36" CONC. PIPE		949	LF	\$ 141,382.02
01420	42" PIPE		83	LF	\$ 13,251.78
01422	42" CONCRETE PIPE		80	LF	\$ 14,459.20
01480	48" PIPE		46	LF	\$ 7,411.98
01482	48" CONC. PIPE		669	LF	\$ 166,012.35
01541	JACKED & BORED 54" PIPE		169	LF	\$ 644,648.81
01542	54" CONCRETE PIPE		22	LF	\$ 9,856.00
02090	NS PIPE REMOVE AND DISPOSE		889	LF	\$ 48,717.20

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
02091	NS PIPE SLIP LINING		1783	LF	\$ 954,903.48
02112	NS DRAINAGE UNDERDRAIN OBSERVATION WELLS		13	EA	\$ 6,670.56
02113	NS DRAINAGE UNDERDRAIN CLEANOUTS		47	EA	\$ 27,142.03
06751	DROP INLET DI-2B		11	EA	\$ 75,293.13
06790	DROP INLET DI-5		39	EA	\$ 229,794.24
07508	DROP INLET DI-7		3	EA	\$ 16,277.58
08965	DROP INLET DI-13 TY. II		20	EA	\$ 130,358.00
08990	NS DROP INLET		137	EA	\$ 990,583.98
09055	MANHOLE MH-2		372	LF	\$ 241,907.88
09057	FRAME & COVER MH-1		47	EA	\$ 30,834.35
09065	NS MANHOLE ADJUST EXISTING STRUCTURE (MH-1)		5	EA	\$ 7,168.65
09125	ENERGY DISSIPATOR EG-1		8	EA	\$ 20,563.84
09150	EROSION CONTROL STONE CLASS I, EC-1		999	TN	\$ 110,219.67
09152	EROSION CONTROL STONE CLASS II, EC-1		382	TN	\$ 42,677.04
09185	PAVED DITCH PG-2A		1915	SY	\$ 108,350.70
09225	PAVED FLUME PG-4		1278	SY	\$ 71,363.52
09250	SLOPE DRAIN		18	EA	\$ 29,663.46
10003	NS AGGR. MATERIAL COVER MATL. AGGR. NO. 8	F	646	TN	\$ 23,682.36
10065	AGGR. MATL. NO. 1	F	79577	TN	\$ 3,183,080.00
10100	AGGR. MATL. NO. 21B	F	85031	TN	\$ 2,891,054.00
10604	STNE MATRIX ASPHALT TY. INTERMEDIATE	F&P	39559	TN	\$ 4,616,930.89
10606	STN MATRIX TY INTERMEDIATE WEDGE	F&P	1283	TN	\$ 182,057.70
10623	FLEXIBLE PAVEMENT PLANING ABOVE 4"		286475	SY	\$ 1,360,756.25
10626	FLEXIBLE PAVEMENT PLANING 2-4"		3734	SY	\$ 30,618.80
10628	FLEXIBLE PAVEMENT PLANING 0"-2"		233228	SY	\$ 536,424.40
10643	ASPHALT CONCRETE TY. BM-25.0D	F&P	132317	TN	\$ 14,287,589.66
10646	ASPHALT CONCRETE TY BM 25.0E WEDGE	F&P	1015	TN	\$ 144,028.50
10648	ASPHALT CONCRETE TY. BM-25.0E	F&P	13649	TN	\$ 1,764,269.74
10653	STNE MATRIX ASPHALT SMA- 12.5 64E-22	F&P	23206	TN	\$ 4,094,234.58
10658	STN MATRIX ASPHALT SM-9.5	F&P	15503	TN	\$ 2,235,067.51
10670	TEMPORARY ASPHALT	F&P	11932	TN	\$ 1,434,584.36
10680	CROSSDRAINS - ASPHALT	F&P	478	TN	\$ 40,797.30
10700	RUMBLE STRIP, ASPHALT		100074	LF	\$ 35,025.90
10701	LIQUID ASPHALT COATING (RUMBLE STRIP)	F&P	25617	SY	\$ 109,384.59
11070	NS SAW-CUT ASPH CONC FULL DEPTH		97876	LF	\$ 137,026.40
14414	STD. CURB CG-2		390	LF	\$ 14,972.10
12030	STD. CURB CG-3		75	LF	\$ 2,701.50
12322	ASPHALT CURB TY. MC-3B	F&P	8802	LF	\$ 163,189.08
12505	ASPHALT CONCRETE, CURB BACKUP MATERIAL	F&P	363	TN	\$ 72,919.44
13232	GEOTEXTILE DRAINAGE FABRIC		1372	SY	\$ 3,663.24
13280	GUARDRAIL GR-MGS1		31744	LF	\$ 742,809.60
13286	GUARDRAIL TERMINAL GR-MGS2 TANGENT END TERMINAL GR		26	EA	\$ 72,885.54
13287	GUARDRAIL END ANCHORAGE GR-MGS3		19	EA	\$ 19,406.60
13288	GUARDRAIL HEIGHT TRANSITION GR-MGS4 TRANSION FROM		19	EA	\$ 20,039.30
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		23	EA	\$ 56,815.29
13393	FIXED OBJECT ATTACH. GR-FOA-2 TY. II		19	EA	\$ 14,765.85
13460	SINGLE FACE CONSTANT SLOPE BARRIER		25200	LF	\$ 2,898,000.00
13480	CABLE BARRICADE CR-1		5	EA	\$ 1,375.00
13479	STD MEDIAN CONSTANT SLOPED BARRIER		8030	LF	\$ 923,450.00
13480	NS MODIFIED MEDIAN CONSTANT SLOPED BARRIER WALL		8900	LF	\$ 3,560,000.00
13481	NS MODIFIED CONSTANT SLOPE BARRIER		1350	LF	\$ 1,027,350.00
13482	NS MODIFIED DIFFERENTIAL BARRIER		500	LF	\$ 372,500.00
13496	TRAF. BARR. SER. CONC. DOUBLE FACE PAR.MB-11A		9200	LF	\$ 607,200.00
13496	TRAF. BARR. SER CONC PAR MB-11A RELO		4600	LF	\$ 29,900.00



VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
13543	NS RETAINING WALL		46950	SF	\$ 5,634,000.00
13605	IMPACT ATTEN. SER. TY. 1 TL-2		3	EA	\$ 67,899.69
13604	IMPACT ATTEN. SER. TY. 1 (TL-3>45 MPH)		43	EA	\$ 1,437,383.79
24290	TRAFFIC BARRIER SERVICE CONC. MB-7D PC		57500	LF	\$ 2,788,750.00
24290	TRAFFIC BARRIER SERVICE CONC MB 7D RELO		52500	LF	\$ 144,375.00
13755	PRECAST CONC. SOUND BARR. WALL ABSORPTIVE		352570	SF	\$ 13,521,059.50
22501	FENCE FE-W1		10845	LF	\$ 89,471.25
22541	LINE BRACE UNIT FE-W1,FE-W2		5	EA	\$ 1,768.10
22581	CORNER BRACE UNIT FE-W1,FE-W2		37	EA	\$ 14,144.73
22908	GATE FE-G L=14'		10	EA	\$ 17,680.90
22910	GATE FE-G L=16'		1	EA	\$ 2,121.71
23041	WATER GATE FE-4 TY.I		11	EA	\$ 11,669.35
23570	HIGH VISIBILITY FENCE, 4'		900	LF	\$ 5,832.00
24100	ALLAYING DUST		6512	HR	\$ 807,553.12
24152	TYPE III BARRICADE 8'		30	EA	\$ 25,069.80
24160	CONSTRUCTION SIGNS		6500	SF	\$ 78,780.00
24262	PORTABLE TEMPORARY RUMBLE STRIP ARRAY		530	DY	\$ 21,851.90
24265	MAINTAINANCE OF TRAFFIC		1	LS	\$ 1,885,000.00
24272	TRUCK MOUNTED ATTENUATOR		8400	HR	\$ 277,200.00
24274	TYPE 1. TL-3 ATTENUATORS		42	EA	\$ 370,650.00
24278	GROUP 2 CHANNELIZING DEVICES		280000	DY	\$ 67,200.00
24279	PORTABLE CHANGEABLE MESSAGE SIGN		142320	HR	\$ 76,852.80
24281	ELECTRONIC ARROW		8400	HR	\$ 11,424.00
24282	FLAGGER SERVICE		600	HR	\$ 19,884.00
24290	TEMPORARY GUARDRAIL		23600	LF	\$ 227,032.00
24300	TRAFFIC CONTROL RADAR SPEED TRAILER		2	EA	\$ 23,692.50
24330	TRAFFIC CONTROL TRUCKS ENTERING HIGHWAY SYSTEM		4	EA	\$ 69,498.00
24330	TRAFFIC CONTROL TEMP CCTV		3	EA	\$ 69,498.00
24331	FLASHING WARNING ALERTS		12	EA	\$ 13,899.60
24430	DEMOLITION OF PAVEMENT (FLEXIBLE)		27826	SY	\$ 222,608.00
24505	NS RELOCATE EXISTING MAINTENANCE OF IDSP SIGNS		12	EA	\$ 81,428.40
24506	NS RELOCATE EXISTING SIGN PANEL AND ELECTRONIC		3	EA	\$ 28,640.28
24600	REMOVE EXISTING GUARDRAIL		71288	LF	\$ 99,090.32
24602	NS REMOVE EXIST. FENCE ...		9155	LF	\$ 32,408.70
25505	FIELD OFFICE TY.I		44	MO	\$ 511,080.68
25565	PROGRESS SCHEDULE BASELINE		1	LS	\$ 250,000.00
25567	PROGRESS SCHEDULE UPDATES		56	EA	\$ 1,120,000.00
26116	DRY RIPRAP CL. AI	F	307	SY	\$ 45,792.12
27022	TOPSOIL CLASS A 2"	F	59.3	AC	\$ 252,707.54
27101	TEMPORARY SEED		7500	LB	\$ 97,500.00
27102	REGULAR SEED		15000	LB	\$ 150,000.00
27103	OVERSEEDING		10500	LB	\$ 52,500.00
27104	LEGUME SEED		4000	LB	\$ 98,120.00
27105	LEGUME OVERSEEDING		3000	LB	\$ 73,590.00
27111	HYDRAULIC EROSION CONTROL PRODUCT TYPE 2		275888	SY	\$ 124,149.60
27112	HYDRAULIC EROSION CONTROL PRODUCT TYPE 3		602067	SY	\$ 571,963.65
27230	FERTILIZER (NITROGEN - N)		7500	LB	\$ 9,675.00
27231	FERTILIZER (PHOSPHOROUS - P)		10000	LB	\$ 12,900.00
27232	FERTILIZER (POTASSIUM - K)		5000	LB	\$ 8,400.00
27250	LIME		340	TN	\$ 116,399.00
27284	EROSION CONTROL MULCH		24000	SY	\$ 13,920.00
09150	NS OUTLET PROTECTION EC-1		100	EA	\$ 164,224.00
27318	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 1		2816	SY	\$ 6,307.84
27321	PROTECTIVE COVERING EC-2 TYPE 4		60	SY	\$ 336.60

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
27325	SOIL STABILIZATION MAT EC-3 TYPE A		3563	SY	\$ 14,465.78
27410	CHECK DAM, ROCK TY. I EC-4	F	525	EA	\$ 544,173.00
27415	CHECK DAM, ROCK TY. II EC-4	F	175	EA	\$ 87,395.00
27430	SILTATION CONTROL EXCAVATION		16000	CY	\$ 266,080.00
27440	MOWING		1089	HR	\$ 91,672.02
27451	INLET PROTECTION TYPE A EC-6		78	EA	\$ 14,008.02
27461	INLET PROTECTION TYPE B EC-6		174	EA	\$ 31,248.66
27471	NS INLET PROTECTION TYPE C EC-6		54	EA	\$ 58,588.38
27481	NS SEDIMENT TRAPS EC-7		6	EA	\$ 33,608.22
27505	TEMP. SILT FENCE TYBE B		21242	LF	\$ 145,932.54
27505	TEMP. SILT FENCE TYPE A		63726	LF	\$ 339,022.32
27120	SEDIMENT RETENTION ROLL 18" MIN		56555	LF	\$ 124,421.00
27345	TEMPORARY DIVERSION DIKE		40862	LF	\$ 109,510.16
27543	NS STORM WATER MANAGEMENT COMPOST AMENDED SOIL		323	SY	\$ 14,890.30
27543	NS STORM WATER MGT. BIO- RETENSION SOIL MIXTURES F	F	3234	CY	\$ 388,726.80
27543	STORM WATER MANAGEMENT BASIN EXCAVATION	F	55564	CY	\$ 565,085.88
27543	NS STORM WATER MG.T - 24" CLAY LINER	F	6213	CY	\$ 133,579.50
27550	STORM WATER MANAGEMENT DRAINAGE STR. SWM-1		94	LF	\$ 734,811.16
38953	NS LANDSCAPE (ASSUME 175 TREES PLUS 3147 SHRUBS)		1	LS	\$ 491,758.93
50108	SIGN PANEL		5642	SF	\$ 205,030.28
50300	REMOVE EXISTING 1 POST SIGN STRUCTURE		85	EA	\$ 34,787.95
50302	REMOVE EXISTING 2 POST SIGN STRUCTURE		20	EA	\$ 8,866.20
50320	REMOVE EXISTING 1 POST SIGN PANEL		85	EA	\$ 34,787.95
50322	REMOVE EXISTING 2 POST SIGN PANEL		20	EA	\$ 8,866.20
50328	NS REMOVE EXISTING OVERHEAD SIGN STRUCTURE		2	EA	\$ 8,185.46
50382	NS SIGN STRUCTURE, OVERHEAD CANTILEVER		12	EA	\$ 900,000.00
50404	VA SIGN POST, W4 X 13		1200	LF	\$ 132,000.00
50417	VIA SIGN POST, W16 X 31		1400	LF	\$ 231,000.00
50430	NS SIGN POST STP-1, 2", 14 GAUGE		1200	LF	\$ 48,840.00
50434	SIGN POST STP-1 2 1/2"		200	LF	\$ 10,200.00
50502	CONC. SIGN FOUND, SSP-VA 1'9" DIA X 4'9" DEPTH		91	EA	\$ 200,200.00
51260	NS CONCRETE FOUNDATION CCTV FOUNDATION		4	CY	\$ 660.00
50486	CONCRETE FOUNDATION STP-1, TYPE B		10	EA	\$ 11,331.30
50544	CONC. FOUND., SSP-VI A 3'6" DIA. X 9' DEPTH		70	EA	\$ 308,000.00
50575	CONC. FOUND. O/H SIGN STRUCTURE		140	CY	\$ 231,512.40
50902	NS TRAFFIC SIGN MILE MARKER MM-1		104	EA	\$ 79,693.12
51170	ELECTRICAL SERVICE SE-5		2	EA	\$ 13,850.36
51180	NS ELECTRICAL SERVICES TYPE SE-4 TYPE A		2	EA	\$ 8,462.18
54076	TY. B CLASS VI PAVEMENT LINE MARKING 6"		185000	LF	\$ 778,850.00
54105	ERADICATION OF EXIST. PAVEMENT MARKING		145000	LF	\$ 110,200.00
54106	ERADICATION OF EXIST. NONLINEAR PAVE. MARKING		1034	SF	\$ 5,345.78
54110	TP B VI CONTRAST PAVEMENT LINE MARKING 6"		4478	LF	\$ 43,078.36
54120	PVMT SYMP MRKG (THRU ARROW) TY B CL I		20	EA	\$ 3,153.40
54219	INLAID PAVEMENT MARKER ASPHALT		2200	EA	\$ 66,660.00
54240	TEMP. PAVE. MARKER 1 WAY		4500	EA	\$ 50,985.00
54430	TEMP. PVMT MRKG, TY. A, 6"		435000	LF	\$ 208,800.00
54543	TYPE D, CLASS III TEMP. PVMT MRKG 6"		16000	LF	\$ 44,480.00
54544	TYPE D, CLASS III TEMP. PVMT MRKG 8"		30000	LF	\$ 107,100.00
54590	PVMT SYMB MRKG (LANE REDUCTION ARROW) TY B, CL II		15	EA	\$ 11,455.80
54592	PVMT SYMB MRKG (SGL TURN ARROW) TY B, CL I		10	EA	\$ 1,576.70
55060	6 CONDUCTOR CABLE		1003	LF	\$ 3,109.30
55040	4 CONDUCTOR CABLE		90362	LF	\$ 327,110.44
55060	6 CONDUCTOR CABLE		24021	LF	\$ 65,577.33
55080	8 CONDUCTOR CABLE		44295	LF	\$ 84,603.45

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
55140	CONCRETE FOUNDATION LF-1 TY. A		177	EA	\$ 440,683.98
55191	LIGHTING POLE LP-2 TYPE G		177	EA	\$ 715,903.05
55385	ELECTRICAL SERVICE WORK PAD		5	EA	\$ 6,056.25
55590	NS COMM EQUIP JB-54		27	EA	\$ 77,362.02
56014	ELECT SER GRD ELECTRODE 10'		12	EA	\$ 2,310.00
56028	1 1/2" METAL CONDUIT		121	LF	\$ 2,338.93
55085	NS LIGHT POLE LP 40-12		7	EA	\$ 37,215.99
55348	ELECT SERV SE-9 TYPE A		4	EA	\$ 31,794.72
55353	CONTROL CENTER CCW-1 TYPE D		4	EA	\$ 84,534.16
55587	JUNCTION BOX JB-S2 (ELEC)		43	EA	\$ 84,340.63
55588	JUNCTION BOX JB-S3 (ITS)		60	EA	\$ 135,080.40
56022	1" METAL CONDUIT		719	LF	\$ 11,353.01
56025	2" METAL CONDUIT		1269	LF	\$ 32,829.03
56050	BORED CONDUIT 2"		4517	LF	\$ 160,940.71
56051	BORED CONDUIT 3"		373	LF	\$ 19,403.46
56054	3" PVC CONDUIT		1467	LF	\$ 19,951.20
56055	4" PVC CONDUIT		1200	LF	\$ 20,688.00
56200	TRENCH EXCAVATION ECI-1		62427	LF	\$ 746,002.65
56205	TEST BORE		21	EA	\$ 75,464.76
56209	NS LIGHTING LED RDWY LUMN RFL135		9	EA	\$ 7,341.03
56210	NS LIGHTING LED RDWY LUMN RFL 180		46	EA	\$ 37,520.82
56211	NS LIGHTING LED RDWY LUMN RFL215		63	EA	\$ 54,133.38
56212	NS LIGHTING LED RDWY LUMN RFL270		4	EA	\$ 3,709.48
56213	NS LIGHTING LED RDWY LUMN W4GLD		10	EA	\$ 13,940.50
57010	ITS CONTR CABINET (GRND MNTD) ITS CONTROL CABINET		3	EA	\$ 34,839.33
57050	UNINTERRUPTIBLE POWER SUPPLY ITS CC		3	EA	\$ 22,541.46
57210	UNDERGROUND SPLICE ENCLOSURE		13	EA	\$ 50,725.09
57215	FIBER DISTRIBUTION CENTER		3	EA	\$ 24,065.31
57221	MANAGED FIELD ETHERNET SWITCH GBPS		3	EA	\$ 5,716.14
57060	CCTV CAMERA (DIGITAL) CCTV CAMERA (DIGITAL)		3	EA	\$ 25,040.79
57225	DISTRIBUTION SFP MODULE 1GBPS LC		5	EA	\$ 3,390.95
57359	NS BORED ITS CONDUT		1806	LF	\$ 71,391.18
57361	ITS CONDUIT HDPE 2"		30846	LF	\$ 269,594.04
57362	NS COMMUNICATION EQUIP- REM EXIST CCTV POLE		2	EA	\$ 3,891.40
57363	NS COMM EQUIP - REM EXIST ELECT SERVICEW		2	EA	\$ 2,321.38
57364	NS COMM EQUIP-CCTV CEMWOOD POLE CL 1		3	EA	\$ 17,191.59
57365	NS COMM EQUIP CCTV COMP CABLE		190	LF	\$ 2,399.70
57366	NS COMM TEMP PORT CCTV		56	MO	\$ 110,337.36
59000	NS LIGHTING UBRIDGE LIGHTING SYSTEM B683/688		1	LS	\$ 25,000.00
59001	NS LIGHTING UBRIDGE LIGHTING SYSTEM B677/678		1	LS	\$ 25,000.00
59002	NS LIGHTING UBRIDGE LIGHTING SYSTEM B681		1	LS	\$ 25,000.00
59004	NS LIGHTING 45W LED UNDERBRIDGE LIGHTS		12	EA	\$ 6,000.00
59005	NS LIGHTING 201W LED POLE MOUNT LIGHTS		177	EA	\$ 132,750.00
59006	NS LIGHTING METAL JUNCTION BOX		12	EA	\$ 6,000.00
59070	NS COMMN EQUIP. FIBER OPTIC CABLE 24F SMFO		1012	LF	\$ 4,007.52
59071	NS COMMN EQUIP. FIBER OPTIC CABLE 96F SMFO		34719	LF	\$ 173,595.00
61214	PREST.CONC.BEAM,BULB-T 37" DEPTH +60'-70'		16	EA	\$ 560,000.00
61215	PREST.CONC.BEAM,BULB-T 37" DEPTH +70'-80'		30	EA	\$ 1,200,000.00
61224	PREST.CONC.BEAM,BULB-T 45" DEPTH +80'-90'		14	EA	\$ 700,000.00
62491	ELASTOMERIC EXPANSION DAM 0"-2"		851	LF	\$ 63,825.00
64011	STRUCTURE EXCAVATION		2000	CY	\$ 400,000.00
64015	SELECT BACKFILL ABUTMENT ZONE		12500	TN	\$ 375,000.00
64036	PIPE UNDERDRAIN 6"		1552	LF	\$ 34,144.00
64045	TEMPORARY SHEET PILING		19100	SF	\$ 2,292,000.00

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units <sup>1</sup>	Budgeted Cost (\$)
64102	DYNAMIC PILE TEST END BEARING PILES	P	2	EA	\$ 4,100.00
64112	STEEL PILES 12"	P	9760	LF	\$ 927,200.00
64765	PILE POINT FOR 12" STEEL PILE	P	276	EA	\$ 41,400.00
64768	DRIVING TEST FOR 12" STEEL PILE	P	360	LF	\$ 63,000.00
65013	CONCRETE CLASS A3	F	1323	CY	\$ 1,719,900.00
65097	NS ELASTIC INCLUSION 12" (EPS)		570	SY	\$ 101,460.00
65200	REINF. STEEL	P	195000	LB	\$ 302,250.00
61713	CORROSION RESISTANT REINF. STEEL CL. III	P	14250	LB	\$ 57,997.50
66740	CONCRETE SLAB SLOPE PROTECTION 4"	F	562	SY	\$ 47,770.00
67260	NS BRIDGE CONDUIT SYSTEM		1	LS	\$ 88,000.00
67910	NS NBIS ACCESS, UNDER BRIDGE		32	DY	\$ 29,600.00
68043	CONC. CLASS A4 MOD.LOW SHRINKAGE	F	1894	CY	\$ 1,979,230.00
68085	COVER DEPTH SURVEY		5145	SY	\$ 25,982.25
68090	BRIDGE DECK GROOVING		6210	SY	\$ 42,973.20
68093	CORROSION RESISTANT REINF. STEEL CL. III	P	453920	LB	\$ 1,829,297.60
68108	STR.STEEL PLATE GIRDER ASTM A 709 GR. 50W	P	1	LS	\$ 765,000.00
68472	NS RECOAT EX. STR.		1	LS	\$ 220,000.00
68474	NS ENV. PROT. & HEALTH & SAFETY		1	LS	\$ 8,900.00
68490	NS DISPOSAL OF MATERIAL		1	LS	\$ 4,000.00
69493	CONCRETE CRACK REPAIR (TYPE B)		200	LF	\$ 13,200.00
68180	EMBEDDED GALVANIC ANODES		674	EA	\$ 26,137.72
68192	REPLACE BEARING	P	26	EA	\$ 119,770.82
68246	STEEL CRACK REPAIR (WELDING)		8	IN	\$ 2,600.00
68265	CONC. CLASS A-4 BRIDGE APPR. SLAB	F	1215	CY	\$ 650,025.00
68270	REINF. STEEL BRIDGE APPR. SLAB	P	196700	LB	\$ 505,519.00
68322	H.E.S. PATCHING TYPE B		79	SY	\$ 38,688.67
68553	ELASTOMERIC EXPANSION DAM 3"-4"		264	LF	\$ 31,809.36
68579	RECONSTRUCT BACK WALL, HES		188	LF	\$ 12,934.40
68590	JACKING AND BLOCKING BEAM		26	EA	\$ 201,500.00
68614	FURNISH VERY EARLY STRENGTH LATEX MODIFIED CONC.		81	CY	\$ 142,114.50
68616	PLACE VERY EARLY STRENGTH LATEX MODIFIED CONCRETE		1450	SY	\$ 63,800.00
68642	TYPE A HYDRO-DEMOLITION 1/2"		1450	SY	\$ 124,700.00
67900	DISMANTLE AND REMOVE EX STRUCTURE RT 112		1	LS	\$ 525,000.00
67900	DISMANTLE AND REMOVE EX STRUCTURE RT 619		1	LS	\$ 235,000.00
67900	DISMANTLE AND REMOVE EX STRUCTURE RT 635		1	LS	\$ 250,000.00
68900	NS REM. PORT. OF EX. STR. (RT 311)		1	LS	\$ 200,000.00
68910	NS BR. SUPERSTR. WID./REPAIR (HES DECK SLAB CLOSUR		87	SY	\$ 75,690.00
69070	NS PARAPET		1762	LF	\$ 625,510.00
69500	CONCRETE SUBSTRUCT. SURFACE REPAIR		113	SY	\$ 208,485.00
69710	PIER PROTECTION SYSTEM 54"		1238	LF	\$ 359,020.00
25593	QUALITY ASSURANCE (QA) (CONSTRUCTION)		1	EA	\$ 6,117,600.00
25593	QUALITY CONTROL (QC) (CONSTRUCTION)		1	EA	\$ 2,554,000.00

<sup>1</sup> 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...).

### **4.7.3:** Proposed Monthly Payment Schedule

**Archer Western Construction, LLC**

**Project Name: I-81 Widening MM 136.6 to MM 141.8**

**Contract ID Number: C00116203DB108**

**Proposed Monthly Payment Schedule**

<b>MONTH</b>	<b>MONTHLY PAY REQUEST</b>	<b>TO DATE PAYMENT</b>
May-21	\$ 399,456	\$ 399,456
June-21	\$ 5,246,371	\$ 5,645,826
July-21	\$ 6,116,665	\$ 11,762,491
August-21	\$ 3,870,351	\$ 15,632,842
September-21	\$ 2,654,802	\$ 18,287,644
October-21	\$ 1,982,918	\$ 20,270,562
November-21	\$ 1,762,793	\$ 22,033,355
December-21	\$ 1,578,017	\$ 23,611,371
January-22	\$ 1,966,224	\$ 25,577,595
February-22	\$ 2,883,714	\$ 28,461,310
March-22	\$ 3,188,884	\$ 31,650,193
April-22	\$ 1,849,110	\$ 33,499,303
May-22	\$ 1,931,704	\$ 35,431,006
June-22	\$ 2,238,663	\$ 37,669,669
July-22	\$ 2,204,409	\$ 39,874,078
August-22	\$ 3,334,131	\$ 43,208,209
September-22	\$ 2,935,880	\$ 46,144,089
October-22	\$ 2,727,170	\$ 48,871,259
November-22	\$ 2,969,394	\$ 51,840,653
December-22	\$ 2,943,453	\$ 54,784,105
January-23	\$ 2,954,378	\$ 57,738,483
February-23	\$ 3,119,456	\$ 60,857,939
March-23	\$ 3,873,176	\$ 64,731,116
April-23	\$ 2,581,911	\$ 67,313,026
May-23	\$ 3,854,634	\$ 71,167,661
June-23	\$ 5,812,371	\$ 76,980,031
July-23	\$ 4,257,263	\$ 81,237,295
August-23	\$ 4,170,923	\$ 85,408,218
September-23	\$ 2,944,143	\$ 88,352,361
October-23	\$ 2,773,708	\$ 91,126,069
November-23	\$ 2,453,448	\$ 93,579,517
December-23	\$ 2,797,226	\$ 96,376,743
January-24	\$ 2,713,650	\$ 99,090,393
February-24	\$ 2,478,166	\$ 101,568,558
March-24	\$ 3,756,053	\$ 105,324,611
April-24	\$ 4,681,479	\$ 110,006,091
May-24	\$ 5,248,924	\$ 115,255,014
June-24	\$ 4,772,344	\$ 120,027,359
July-24	\$ 4,077,258	\$ 124,104,617
August-24	\$ 4,227,301	\$ 128,331,918
September-24	\$ 3,334,790	\$ 131,666,707
October-24	\$ 4,636,701	\$ 136,303,408
November-24	\$ 3,577,540	\$ 139,880,949
December-24	\$ 3,001,900	\$ 142,882,848
January-25	\$ 3,432,792	\$ 146,315,640
February-25	\$ 2,675,743	\$ 148,991,384
March-25	\$ 3,870,316	\$ 152,861,700
April-25	\$ 4,306,204	\$ 157,167,903
May-25	\$ 3,995,548	\$ 161,163,452
June-25	\$ 3,387,180	\$ 164,550,632
July-25	\$ 3,105,762	\$ 167,656,393
August-25	\$ 1,988,564	\$ 169,644,957
September-25	\$ 2,625,397	\$ 172,270,354
October-25	\$ 2,954,035	\$ 175,224,390
November-25	\$ 2,131,493	\$ 177,355,883
December-25	\$ 1,194,673	\$ 178,550,556

**Archer Western Construction, LLC**

**Project Name: I-81 Widening MM 136.6 to MM 141.8**

**Contract ID Number: C00116203DB108**

**Proposed Monthly Payment Schedule**

<b>MONTH</b>	<b>MONTHLY PAY REQUEST</b>	<b>TO DATE PAYMENT</b>
January-26	\$ 412,655	\$ 178,963,211
<b>Total</b>	\$178,963,211	

## **4.7.4:** Adjustments to Asphalt, Steel, and Fuel Prices

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

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

October 28, 2020

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**

<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
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

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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

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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

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PRICE ADJUSTMENT**

**INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items are designated for price adjustment on the bid price sheets.**

PROJECT NUMBER: 0081-080-946

DISTRICT: Salem

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of \$ 440.50 per **IMPERIAL** ton for **PG 64-22**. This quote will be averaged into the monthly price index.

Bid Prices in this contract for items containing PG 76-22 asphalt cement were developed using an f.o.b. price of \$ 592.14 per **IMPERIAL** ton for **PG 76-22**. This quote is project specific.  
(When required by provisions)

Price quotes signed by each supplier from which the Contractor proposes to obtain PG 64-22 or PG 76-22 shall be maintained by the successful bidder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

DATE: March 30, 2021

SIGNATURE: 

Archer Western Construction, LLC  
(Firm or Corporation)

A210  
(Vendor No.)

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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 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 Items 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 Items 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.

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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: 3/25/2021

Signature: 

Design-builder: Archer Western Construction, LLC

Vendor No.: A210



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**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

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

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

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

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

**Price increase/decrease will be computed as follows:**

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

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

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

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

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

**FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS**

Must be supplied with Price Proposal for Department Participation

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

**DATE FOR RECEIPT OF PRICE PROPOSAL** March 30, 2021

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

Item Number	Item Description	Quantity	Unit	Unit Price	Supplier	Date of Quote
	See schedule of Items					

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

Archer Western Construction, LLC  
Design-Builder

March 30, 2021  
Date

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**Sample Calculation of a Price Adjustment (increase)**

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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

$$B = \$0.2816$$

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

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

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

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

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**Sample Calculation of a Price Adjustment (decrease)**

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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.**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>Number WPU used in \$ adjust.</b>
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

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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: 3/30/21

Signature: 

Design-Builder: Archer Western Construction, LLC

Vendor No.: A210

## 4.7.5: Proposal Guaranty

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COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Archer Western Construction, 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 30th Day of March, 20 21

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

PROJECT NUMBER: I-81 Widening MM 136.6 to MM 141.8  
Contract ID Number: C00116203DB108

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.

Archer Western Construction, LLC  
(Principal\*)

By: [Signature]  
Daniel P. Walsh, (Officer, Partner or Owner) (Seal)  
President

(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]  
Patricia Collins, (Attorney-in-Fact\*\*) (Seal)  
Attorney-in-Fact  
One Tower Square, Hartford, CT 06183  
(Address)

(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 **Patricia Collins** of **SARASOTA**

**Florida**, 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 17th day of **January, 2019**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of **January, 2019**, 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 said Companies 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**



  
Anna P. Nowik, 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 30 day of **March**, 2021



  
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 this Power of Attorney is attached.**

## **4.7.6:** Sworn Statement Forms (C-104 and C-105)

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**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

PROJECT: I-81 Widening MM 136.6 to MM 141.8

FHWA: NHPP-0812 (323)

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 (Herndon), VA, this 25 day of March, 20 21  
County (City), STATE  
Archer Western Construction, LLC By: [Signature] Vice President  
(Name of Firm) (Signature) Title (print)  
STATE of Virginia COUNTY (CITY) of Fairfax (Herndon)

To-wit: I Cindy Amaya, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day EJ O'Neill, Vice President

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

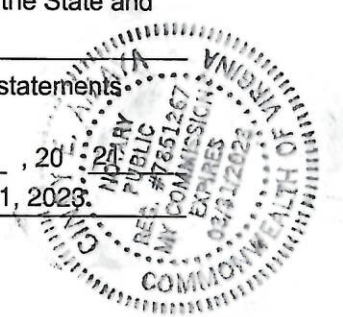
Subscribed and sworn to before me this 25 day of March, 20 21  
[Signature] My Commission expires March 31, 2023

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  
\_\_\_\_\_  
(Name of Firm) By: \_\_\_\_\_ (Signature) \_\_\_\_\_ Title (print)



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT**

PROJECT:

FHWA:

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
VTCA	Richmond, VA
CAGC	Charlotte, NC

- 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 (Herndon), VA, this 25 day of March, 20 21  
County (City), STATE  
Archer Western Construction, LLC By: [Signature] Vice President  
(Name of Firm) (Signature) Title (print)  
STATE of Virginia COUNTY (CITY) of Fairfax (Herndon), VA

To-wit: I Cindy Amaya, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day EJ O'Neill, Vice President

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

Subscribed and sworn to before me this 25 day of March, 20 21  
[Signature] My Commission expires March 31, 2023

Notary Public

