



Request for Proposals

PRICE PROPOSAL AND ATTACHMENTS

I-64 Pavement Rehabilitation

From: Roads Bridge Tunnel (East Abutment)

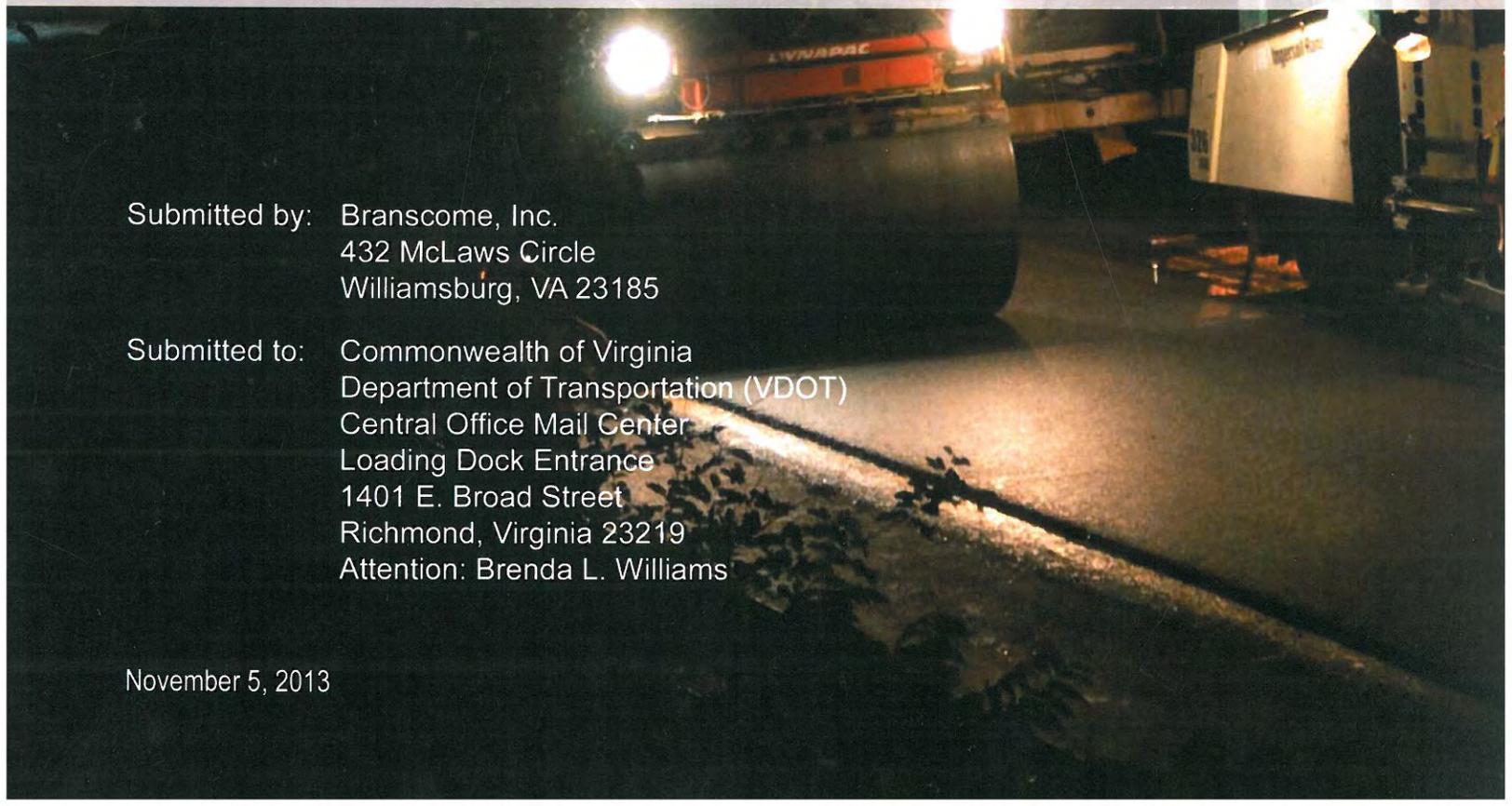
To: Little Creek Road Bridge (West Abutment)

Norfolk, Virginia

State Project No.: 0064-122-302, N501

Federal Project No.: IM-064-3(473)

Contract ID Number: C00104330DB66



Submitted by: Branscome, Inc.
432 McLaws Circle
Williamsburg, VA 23185

Submitted to: Commonwealth of Virginia
Department of Transportation (VDOT)
Central Office Mail Center
Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Brenda L. Williams

November 5, 2013



**PRICE PROPOSAL ATTACHMENTS
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- CD-ROM containing entire Price Proposal

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

Project Name: I-64 Pavement Rehabilitation

Contract ID Number: C00104330DB66

➤ **Contents of Price Proposal:**

- Proposal Price, in both numbers and words (Attachment 4.8.1)**
 - Schedule of Values itemized in accordance with Part 1, Section 4.8.3, 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 4.8.4**
 - Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)**
 - Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
 - Sworn Statement Forms (C-104, C-105, Attachments 4.8.7(a) and 4.8.7(b))**
 - DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.8.8(a), 4.8.8(b) and 4.8.8(c))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
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Section 4.3.1

ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

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

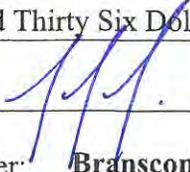
Price Proposal Cost Breakdown Summary;

| | |
|---|-------------|
| Design Services, LS | \$ 519,522 |
| Mobilization (Construction), LS | \$ 362,641 |
| Quality Assurance (QA) (Construction), LS | \$ 417,632 |
| Quality Control (QC) (Construction), LS | \$ 149,154 |
| Roadway Incidentals, LS | \$1,512,311 |
| Drainage (Structures), LS | \$ 30,833 |
| Utilities, LS | \$ 8,283 |
| Pavement, LS | \$7,519,762 |
| Thin Hot Mix Asphalt (THMACO), LS | \$1,394,328 |
| Hydraulic Concrete Patching, LS | \$ 375,872 |
| Permanent Traffic Control/Signage, LS | \$1,210,807 |
| Maintenance of Traffic, LS | \$ 857,575 |
| All Others Costs, LS | \$ 81,918 |

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): Fourteen Million Four Hundred Forty Nine Thousand

Six Hundred Thirty Six Dollars (\$ 14,449,636.00)

Signature:  Date: November 5, 2013

Design-Builder: Branscome Inc.

Vendor No.: B850

Section 4.3.2

Attachment 4.3.2
State Project 0064-122-009
SCHEDULE OF ITEMS

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. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: November 5, 2013

| VDOT Item Code ¹ | Item Description | Fuel (F) or Price (P) Adjustment | App Quantity | Unit ¹ | Budgeted Cost (\$) |
|-----------------------------|---|----------------------------------|--------------|-------------------|--------------------|
| 25994 | DESIGN SERVICES - ALL SECTIONS SUBTOTAL | | 1 | LS | \$ 519,522 |
| 00100 | PROJECT MANAGEMENT | | 1 | LS | \$ 305,496 |
| 00100 | SUBCONTRACTOR MOBILIZATION | | 1 | LS | \$ 6,088 |
| 17374 | EMERGENCY MOBILIZATION | | 1 | EA | \$ 5,058 |
| 25505 | FIELD OFFICE TY. II | | 11 | MO | \$ 25,118 |
| 25565 | PROGRESS SCHEDULE BASELINE | | 1 | LS | \$ 8,949 |
| 25567 | PROGRESS SCHEDULE UPDATES | | 10 | EA | \$ 11,932 |
| 25595 | QUALITY ASSURANCE (ALL SECTIONS) | | 1 | LS | \$ 417,632 |
| 25593 | DESIGN BUILD QC | | 1 | LS | 149,154 |
| 24615 | REUSE GR-11 | | 19 | EA | \$ 12,570 |
| 24600 | REMOVE EXISTING GUARDRAIL | | 850 | LF | \$ 1,122 |
| 13315 | GUARDRAIL TERMINAL GR-11 | | 1 | EA | \$ 962 |
| 13320 | GUARDRAIL GR-2 | | 175 | LF | \$ 3,789 |
| 13333 | GUARDRAIL GR-2A | | 450 | LF | \$ 15,156 |
| 13345 | ALTERNATE BREAKAWAY CABLE TERMINAL GR-9 | | 1 | EA | \$ 2,947 |
| 24611 | RESET GUARDRAIL | | 42650 | LF | \$ 456,782 |
| 13401 | BR-GR-17D TYPE 1 | | 4 | EA | \$ 11,547 |
| 13349 | GUARDRAIL SITE PREPARATION | | 1 | EA | \$ 1,203 |
| 13384 | FIXED OBJECT ATTACHMENT FOA-1 TY. II | | 2 | EA | \$ 2,165 |
| 13401 | BR-GR-17D TYPE 2 | | 2 | EA | \$ 3,127 |
| 24702 | REMOVE END TERMINAL | | 36 | EA | \$ 6,495 |
| 13401 | REUSE MB-GR-9 | | 1 | EA | \$ 3,609 |
| 24611 | RESET GUARDRAIL GR-2A | | 8675 | LF | \$ 133,075 |
| 13400 | RE-USE EXISTING W-BEAM | | 20800 | LF | \$ 196,352 |
| 13400 | W-BEAM DBL NESTED | | 1525 | LF | \$ 22,936 |
| 24617 | REUSE GUARDRAIL GR-2 | | 150 | LF | \$ 2,888 |
| 24616 | REUSE GR-7 | | 2 | EA | \$ 2,045 |
| 13401 | REUSE GR-9 | | 16 | EA | \$ 17,321 |
| 24501 | REMOVE CONCRETE CURB | | 482 | LF | \$ 5,750 |
| 12030 | STD. CURB CG-3 | | 482 | LF | \$ 14,089 |
| 24501 | REMOVE ASPHALT CURB | | 22508 | LF | \$ 54,920 |

¹ Use five-digit 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...).

Attachment 4.3.2
State Project 0064-122-009
SCHEDULE OF ITEMS

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. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: November 5, 2013

| VDOT Item Code ¹ | Item Description | Fuel (F) or Price (P) Adjustment | App Quantity | Unit ¹ | Budgeted Cost (\$) |
|-----------------------------|---|----------------------------------|--------------|-------------------|--------------------|
| 12311 | ASPHALT CONC. CURB TY. MC-3 | FP | 22508 | LF | \$ 373,633 |
| 13478 | MB-7F SLIPFORM REFACE | | 1911 | LF | \$ 175,678 |
| 42765 | ADJUST SMALL UTILITY BOX | | 1 | EA | \$ 1,151 |
| 14504 | STEEL DROP INLET FRAME | | 3 | EA | \$ 2,195 |
| 08990 | MODIFY EXISTING DROP INLET | | 8 | EA | \$ 14,319 |
| 24825 | MODIFY EXISTING DRAINAGE STRUCTURE | | 8 | EA | \$ 14,319 |
| 4.3.1 | UTILITIES, LS | | 1 | LS | \$ 8,283 |
| 16405 | STONE MATRIX ASPH SMA]19.0(76]22) | FP | 22065 | TN | \$ 2,961,564 |
| 16403 | STONE MATRIX ASPH SMA]12.5(76]22) | FP | 15667 | TN | \$ 2,276,258 |
| 16325 | ASPHALT CONCRETE TYPE SM-12.5A | FP | 7370 | TN | \$ 798,982 |
| 16522 | FLEXIBLE PAVEMENT PLANING 0" - 2" | | 67000 | SY | \$ 304,180 |
| 16532 | RIGID PAV.TIE]IN PLANING 0" - .75" | | 7626 | SY | \$ 282,772 |
| 16532 | RIGID PAV.TIE-IN PLANING 0"-2" | | 42451 | SY | \$ 571,815 |
| 15321 | CLEAN AND RESEAL LONGITUDINAL JOINTS | | 70000 | LF | \$ 62,300 |
| 15312 | CLEAN AND RESEAL TRANSVERSE JOINTS | | 15756 | LF | \$ 14,023 |
| 68631 | JOINT MILLING 4" WIDTH AND SEALING | | 2000 | LF | \$ 29,480 |
| 16387 | MACHINE SHOULDERS | | 14500 | LF | \$ 23,345 |
| 10113 | AGGR.BASE MAT.TY. I NO.21A OR 21B | | 1957 | TN | \$ 135,327 |
| 10700 | RUMBLE STRIP, ASPHALT | | 70996 | LF | \$ 23,429 |
| 10701 | LIQ.ASPH.COATING (RUMBLE STRIP) | | 15777 | SY | \$ 36,287 |
| 16325 | NS Asphalt Concrete THMACO ATTD | FP | 7223 | TN | \$ 1,394,328 |
| 15302 | HYDRAULIC CONCRETE PATCHING | F | 700 | SY | \$ 375,872 |
| 50002 | PERMANENT SIGNS | | 1 | LS | \$ 262,383 |
| 24286 | FLEXIBLE POST DELINEATOR | | 60 | EA | \$ 12,529 |
| 54076 | PAVEMENT LINE MARKING TY.B CL. VI 6" | | 135490 | LF | \$ 522,991 |
| 54077 | PAVEMENT LINE MARKING TY.B CL. VI 8" | | 11120 | LF | \$ 58,936 |
| 54100 | PAVEMENT LINE MARKING TY.B CL. VI 24" | | 838 | LF | \$ 12,117 |
| 54105 | ERADICATION OF EXISTING PAVEMENT MARKINGS | | 157730 | LF | \$ 75,710 |
| 54106 | ERADICATION OF EXISTING NONLINEAR PAVE. MARKINGS | | 1676 | SF | \$ 12,117 |
| 54217 | SNOW PLOWABLE RAISED PAVEMENT MARKER, ASPH. CONC. | | 1349 | EA | \$ 37,394 |
| 54550 | CONST PAVE MARKING, TY.F, CL I, 4" | | 406470 | LF | \$ 121,941 |
| 54553 | CONST PAVE MARKING, TY.F, CL.I, 6" | | 33360 | LF | \$ 12,010 |
| 54210 | REMOVE EXIST. RAISED PAVEMENT MARKER | | 1349 | EA | \$ 30,892 |
| 24502 | ADJUST IMPACT ATTENUATORS | | 2 | EA | \$ 36,086 |
| 21020 | REPLACE MEDIAN MS-1 | | 101 | SY | \$ 15,699 |
| 24279 | PORTABLE CHANGEABLE MESSAGE SIGN | | 6096 | HR | \$ 147,523 |
| 24272 | TRUCK MOUNTED ATTENUATOR | | 1524 | HR | \$ 58,644 |
| 24281 | ELECTRONIC ARROW | | 1524 | HR | \$ 37,658 |

¹ Use five-digit 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...).

Section 4.3.3

**BRANSCOME INCORPORATED
SCHEDULE OF MONTHLY PROGRESS PAYMENTS**

DESIGN BUILD 66

| | | MONTHLY | CUMMULATIVE |
|------|----------------|----------------------|----------------------|
| 2014 | January | \$ 140,657 | \$ 140,657 |
| 2014 | February | \$ 132,916 | \$ 273,573 |
| 2014 | March | \$ 148,501 | \$ 422,074 |
| 2014 | April | \$ 686,477 | \$ 1,108,551 |
| 2014 | May | \$ 2,420,297 | \$ 3,528,847 |
| 2014 | June | \$ 2,450,242 | \$ 5,979,090 |
| 2014 | July | \$ 2,391,833 | \$ 8,370,922 |
| 2014 | August | \$ 2,170,522 | \$ 10,541,444 |
| 2014 | Sept | \$ 2,089,215 | \$ 12,630,660 |
| 2014 | October | \$ 1,480,324 | \$ 14,110,984 |
| 2014 | November | \$ 338,652 | \$ 14,449,636 |
| | TOTALS: | \$ 14,449,636 | \$ 14,449,636 |

Section 4.3.4

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

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

August 9, 2013

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 64-22 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.

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. Ruffilling | 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 Ii | Ton | ATTD |
| 16504 | Surf.Preparation & Restoration Type Iii | Ton | ATTD |
| 67201 | NS Asphalt Concrete Overlay | Ton | 315 |
| 67210 | NS Asphalt Concrete | Ton | 315 |
| 68240 | NS Asphalt Concrete | Ton | 315 |

Exhibit 6.3(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: **0064-122-302, N501**

DISTRICT: **Hampton Roads**

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 \$ 670.00 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: **November 4, 2013**

SIGNATURE: _____



Branscome Inc.

(Firm or Corporation)

B850

(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.

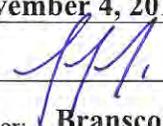
In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, 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: November 4, 2013

Signature: 

Design-builder: Branscome Inc.

Vendor No.: B850

**EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL**

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

June 30, 2011

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. Inventoried materials from the listing of eligible items are specifically excluded for consideration. In addition, concrete items where reinforcing steel is normally included in the unit bid price for the item 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.

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 under consideration will be subject to the following condition:

There is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

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

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

The need for application of the adjustments herein to extra work will be determined by the Engineer on an individual basis and, if appropriate, will be specified on the Work Order.

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

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

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

Sample Calculation of a Price Adjustment (increase)

Project bid on April 28, 2004.

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

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

*free on board

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

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

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

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

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

Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

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

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

*free on board

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

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

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

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

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

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

BLS Series I. D.

| ITEM NUMBER | ITEM DESCRIPTION | UNITS | Number WPU used in \$ adjust. |
|--------------------|--|--------------|--------------------------------------|
| 00519 | SHEET PILE, STEEL | SF | avg. 1017 & 101 |
| 00540 | REINF. STEEL | LB | 101704 |
| 00542 | EPOXY COATED REINF. STEEL | LB | 101704 |
| 00560 | STRUCTURAL STEEL JB-1 | LB | avg. 1017 & 101 |
| 11030 | REINF. STEEL BRIDGE APPR. SLAB | LB | 101704 |
| 11181 | PATCH.HYDR.CEM.CONC. PAVE. | SY | 101704 |
| 13290 | GUARDRAIL GR-8 (NCHRP 350 TL-3) | LF | avg. 1017 & 101 |
| 13292 | GUARDRAIL GR-8A (NCHRP 350 TL-3) | LF | avg. 1017 & 101 |
| 13294 | GUARDRAIL GR-8B (NCHRP 350 TL-3) | LF | avg. 1017 & 101 |
| 13310 | GUARDRAIL TERMINAL GR-6 (NCHRP 350) | LF | avg. 1017 & 101 |
| 13320 | GUARDRAIL GR-2 | LF | avg. 1017 & 101 |
| 13323 | GUARDRAIL GR-2A | LF | avg. 1017 & 101 |
| 13331 | RAD. GUARDRAIL GR-2 | LF | avg. 1017 & 101 |
| 13333 | RAD. GUARDRAIL GR-2A | LF | avg. 1017 & 101 |
| 13335 | GUARDRAIL GR-3 | LF | avg. 1017 & 101 |
| 13341 | GUARDRAIL TER. GR-6(WEATHERING STEEL | LF | avg. 1017 & 101 |
| 13351 | GUARDRAIL GR-8 | LF | avg. 1017 & 101 |
| 13352 | GUARDRAIL GR-8A | LF | avg. 1017 & 101 |
| 13353 | GUARDRAIL GR-8B | LF | avg. 1017 & 101 |
| 13355 | GUARDRAIL GR-10 | LF | avg. 1017 & 101 |
| 13421 | MEDIAN BARRIER MB-3 | LF | avg. 1017 & 101 |
| 13450 | MEDIAN BARRIER MB-5 | LF | avg. 1017 & 101 |
| 13451 | MEDIAN BARRIER MB-5A | LF | avg. 1017 & 101 |
| 13452 | MEDIAN BARRIER MB-5B | LF | avg. 1017 & 101 |
| 13545 | REINF. STEEL | LB | 101704 |
| 14502 | REINFORCING STEEL | LB | 101704 |
| 15290 | PATCH.CEM.CONC.PAVE.TY.CRCP-A | SY | 101704 |
| 15302 | PATCH.CEM.CONC.PAVE. TY. II | SY | 101704 |
| 15305 | PATCH.CEM.CONC.PAVE.TY. IV-A | SY | 101704 |
| 17323 | GUARDRAIL BEAM * | LF | avg. 1017 & 101 |
| 17325 | RADIAL GUARDRAIL BEAM * | LF | avg. 1017 & 101 |
| 17327 | RUB RAIL | LF | avg. 1017 & 101 |
| 17353 | CABLE GR-3 | LF | avg. 1017 & 101 |
| 17521 | GUARDRAIL BEAM (WEATHERING STEEL) | LF | avg. 1017 & 101 |
| 17523 | RADIAL GUARDRAIL BEAM (WEATHERING STEEL) | LF | avg. 1017 & 101 |
| 17525 | RUB RAIL (WEATHERING STEEL) | LF | avg. 1017 & 101 |
| 22501 | FENCE FE-W1 | LF | avg. 1017 & 101 |
| 22643 | FENCE FE-CL | LF | avg. 1017 & 101 |
| 22645 | FENCE FE-CL VINYL COATED | LF | avg. 1017 & 101 |
| 23043 | WATER GATE FE-4 TY.III | LF | avg. 1017 & 101 |
| 23501 | FENCE FE-W1 (FABRIC ONLY) | LF | avg. 1017 & 101 |
| 45522 | 4" STEEL ENCASE. PIPE | LF | 101706 |
| 45532 | 6" STEEL ENCASE. PIPE | LF | 101706 |
| 45562 | 16" STEEL ENCASE. PIPE | LF | 101706 |

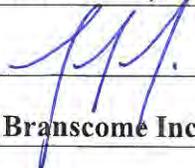
| | | | |
|-------|--|----|-----------------|
| 45572 | 18" STEEL ENCASE. PIPE | LF | 101706 |
| 45582 | 24" STEEL ENCASE. PIPE | LF | 101706 |
| 45584 | 24" JACKED STEEL ENCASEMENT PIPE | LF | 101706 |
| 45592 | 30" STEEL ENCASE. PIPE | LF | 101706 |
| 50402 | SIGN POST STEEL 3" | LF | 101706 |
| 50404 | SIGN POST STEEL 4" | LF | 101706 |
| 50406 | SIGN POST STEEL 6" | LF | 101706 |
| 50410 | SIGN POST STEEL 10" | LF | 101706 |
| 50412 | SIGN POST STEEL 12" | LF | 101706 |
| 50414 | SIGN POST STEEL 14" | LF | 101706 |
| 50416 | SIGN POST STEEL 16" | LF | 101706 |
| 50418 | SIGN POST STEEL 18" | LF | 101706 |
| 51317 | SIG. POLE MP-1 20' ONE ARM 30' | EA | 101706 |
| 51319 | SIG. POLE MP-1 20' ONE ARM 32' | EA | 101706 |
| 51325 | SIG. POLE MP-1 20' ONE ARM 38' | EA | 101706 |
| 51327 | SIG. POLE MP-1 20' ONE ARM 40' | EA | 101706 |
| 51329 | SIG. POLE MP-1 20' ONE ARM 42' | EA | 101706 |
| 51331 | SIG. POLE MP-1 20' ONE ARM 44' | EA | 101706 |
| 51337 | SIG. POLE MP-1 20' ONE ARM 50' | EA | 101706 |
| 51339 | SIG. POLE MP-1 20' ONE ARM 52' | EA | 101706 |
| 51341 | SIG. POLE MP-1 20' ONE ARM 54' | EA | 101706 |
| 51344 | SIG. POLE MP-1 20' ONE ARM 56' | EA | 101706 |
| 51346 | SIG. POLE MP-1 20' ONE ARM 58' | EA | 101706 |
| 51347 | SIG. POLE MP-1 20' ONE ARM 60' | EA | 101706 |
| 51348 | SIG. POLE MP-1 20' ONE ARM 62' | EA | 101706 |
| 51368 | SIG.POLE MP-1 20'TWO ARMS 36'& 42' | EA | 101706 |
| 51400 | SIG.POLE MP-1 CO.LU.ONE ARM 38 | EA | 101706 |
| 51402 | SIG.POLE MP-1 CO.LU.ONE ARM 40 | EA | 101706 |
| 51408 | SIG.POLE MP-1 CO.LU.ONE ARM 46 | EA | 101706 |
| 51412 | SIG.POLE MP-1 CO.LU.ONE ARM 50 | EA | 101706 |
| 51414 | SIG.POLE MP-1 CO.LU.ONE ARM 52 | EA | 101706 |
| 51416 | SIG.POLE MP-1 CO.LU.ONE ARM 54 | EA | 101706 |
| 51418 | SIG.POLE MP-1 CO.LU.ONE ARM 56 | EA | 101706 |
| 51420 | SIG.POLE MP-1 CO.LU.ONE ARM 58 | EA | 101706 |
| 51422 | SIG.POLE MP-1 CO.LU.ONE ARM 60 | EA | 101706 |
| 55162 | LIGHTING POLE LP-1 30'-4' | EA | 101706 |
| 55163 | LIGHTING POLE LP-1 30'-6' | EA | 101706 |
| 55166 | LIGHTING POLE LP-1 30'-12' | EA | 101706 |
| 55169 | LIGHTING POLE LP-1 35'-6' | EA | 101706 |
| 55171 | LIGHTING POLE LP-1 35'-10' | EA | 101706 |
| 55176 | LIGHTING POLE LP-1 40'-8' | EA | 101706 |
| 55185 | LIGHTING POLE LP-2 TYPE A | EA | 101706 |
| 55186 | LIGHTING POLE LP-2 TYPE B | EA | 101706 |
| 55187 | LIGHTING POLE LP-2 TYPE C | EA | 101706 |
| 55188 | LIGHTING POLE LP-2 TYPE D | EA | 101706 |
| 55189 | LIGHTING POLE LP-2 TYPE E | EA | 101706 |
| 55190 | LIGHTING POLE LP-2 TYPE F | EA | 101706 |
| 55192 | LIGHTING POLE LP-2 TYPE H | EA | 101706 |
| 60452 | REINF. STEEL BRIDGE APPR. SLAB | LB | 101704 |
| 61700 | REINF. STEEL | LB | 101704 |
| 61704 | CORROSION RESISTANT REINF. STEEL | LB | 101704 |
| 61705 | EPOXY COATED 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 |
| 65205 | EPOXY COATED REINF. STEEL | LB | 101704 |
| 67086 | PED. FENCE 6' | LF | avg. 1017 & 101 |
| 67088 | PED. FENCE 8' | LF | avg. 1017 & 101 |
| 67089 | PED. FENCE 10' | LF | avg. 1017 & 101 |
| 68100 | REINF. STEEL | LB | 101704 |
| 68104 | CORROSION RESISTANT REINF. STEEL | LB | 101704 |
| 68105 | EPOXY COATED REINF. STEEL | LB | 101704 |
| 68107 | STR.STEEL PLATE GIRDER ASTM A709 GRADE50 | LB | avg. 1017 & 101 |
| 68108 | STR. STEEL PLATE GIRDER ASTM A709 GR50W | LB | avg. 1017 & 101 |
| 68109 | STR. STEEL PLATE GIRDER ASTM A709 GR.HPS50W | LB | avg. 1017 & 101 |
| 68110 | STR. STEEL PLATE GIRDER ASTM A709 GR.HPS70W | LB | avg. 1017 & 101 |
| 68112 | STR.STEEL ROLLED BEAM ASTM A709 GR.36 | LB | avg. 1017 & 101 |
| 68113 | STR.STEEL ROLLED BEAM ASTM A709 GR.50 | LB | avg. 1017 & 101 |
| 68114 | STR.STEEL ROLLED BEAM ASTM A709 GR. 50W | LB | avg. 1017 & 101 |
| 68115 | STRUCT. STEEL | LB | avg. 1017 & 101 |
| 68270 | REINF. STEEL BRIDGE APPR. SLAB | LB | 101704 |
| 69060 | SHEET PILES, STEEL | SF | avg. 1017 & 101 |
| 69100 | REINF. STEEL | LB | 101704 |
| 69104 | CORROSION RESISTANT REINF. STEEL | LB | 101704 |
| 69105 | EPOXY COATED 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: **November 4, 2013**

Signature: 

Design-Builder: **Branscome Inc.**

Vendor No.: **B850**

Section 4.3.5

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Branscome Incorporated As principal, and Liberty Mutual 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 30th Day of October, 2013

WHEREAS, the above said principal is herewith submitting its proposal for: I-64 Pavement Rehabilitation - Norfolk Virginia
PROJECT NUMBER:

State Project # 0064-122-302, N501
Contract ID # 000104330DB66

Federal Project # IM-064-3(473)

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.



Branscome Incorporated
(Principal*)

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

George B. Lenoir Jr, Vice President
(Principal*)

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

(Principal*)

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

Liberty Mutual Insurance Company
(Surety Company)

By: [Signature]
Stacy Rivera (Attorney-in-Fact**) (Seal)

175 Berkeley Street, Boston, MA 02116
(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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6146840

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Lopez, Danielle M. Bechard, Elana V. Sanchez, Jeannette Porrini, Stacy Rivera

all of the city of Hartford, state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of May, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 31st day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of October, 20 13.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2012

| Assets | Liabilities |
|---|---|
| Cash and Bank Deposits \$ 903,711,694 | Unearned Premiums \$4,205,141,671 |
| *Bonds — U.S Government 1,166,929,471 | Reserve for Claims and Claims Expense 17,056,420,207 |
| *Other Bonds 11,415,194,219 | Funds Held Under Reinsurance Treaties 1,315,062,091 |
| *Stocks 8,104,853,899 | Reserve for Dividends to Policyholders 2,455,411 |
| Real Estate 255,967,320 | Additional Statutory Reserve 49,768,998 |
| Agents' Balances or Uncollected Premiums 3,482,069,753 | Reserve for Commissions, Taxes and |
| Accrued Interest and Rents 144,016,763 | Other Liabilities <u>3,066,051,537</u> |
| Other Admitted Assets <u>14,732,623,458</u> | Total <u>\$25,694,899,915</u> |
| Total Admitted Assets <u>\$40,205,366,577</u> | Special Surplus Funds \$604,621,497 |
| | Capital Stock 10,000,000 |
| | Paid in Surplus 7,899,471,886 |
| | Unassigned Surplus 5,996,373,279 |
| | Surplus to Policyholders <u>14,510,466,662</u> |
| | Total Liabilities and Surplus <u>\$40,205,366,577</u> |



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T Mikolajewski

Assistant Secretary

Section 4.3.6

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: 0064-122-302, N501

FHWA: IM-064-3(473)

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 Williamsburg, Virginia, this 4th day of November, 20 13
County (City), STATE

Branscome Inc. By: [Signature] Vice President
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Williamsburg

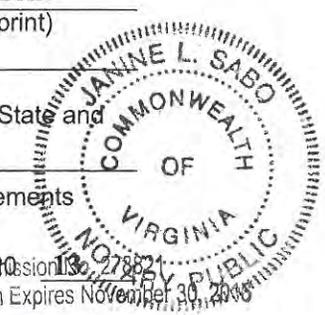
To-wit: I Janine L Sabo, a Notary Public in and for the State of

County(City) aforesaid, hereby certify that this day George B. League, Jr.

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 4th day of November, 2013

[Signature] My Commission expires November 30, 2016
Notary Public My Commission Expires November 30, 2016



Commission # 278821
Expires 11/30/16

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: 0064-122-302, N501

FHWA: IM-064-3(473)

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

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

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

| NAME | Location of Principal Office |
|---------------|------------------------------|
| <u>VTCA</u> | <u>Richmond, VA</u> |
| <u>VAA</u> | <u>Richmond, VA</u> |
| <u>HRHUCA</u> | <u>Chesapeake, VA</u> |

2. I (we) have X , 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 X , 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.: C00104330DB66

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 Williamsburg, Virginia, this 4th day of November, 20 13
County (City), STATE

Branscome Inc.

(Name of Firm)

By: _____

(Signature)

Vice President

Title (print)

STATE of Virginia

COUNTY (CITY) of Williamsburg

To-wit:

I Janine L. Sabo, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day George B. League, Jr.

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 4th day of November Commission No. 278821

Notary Public

My Commission expires _____ My Commission Expires November 30, 2016



Section 4.3.7

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0064-122-302, N501

FHWA NO. IM-064-3(473)

*** INSTRUCTIONS ***

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **PLEASE NOTE:** THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 3 %

PERCENT ATTAINED BY BIDDER 5.1 %

| NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED | USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H) | TYPE OF WORK AND ITEM NO(S) | \$ AMOUNT OF ALLOWABLE CREDIT PER ITEM |
|---|---|-------------------------------------|--|
| Spivey Pavement & Markings (653887) | SP | Striping & Markers (54076-54553) | \$733,983 |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| TOTAL | | | \$ _____ |

TOTAL CONTRACT VALUE \$ 14,449,636 x REQUIRED DBE 3 % = \$ 433,489

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT. I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

Branscome Inc.
BIDDER
Vice President
TITLE

BY

BY


SIGNATURE
November 5, 2013
DATE

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

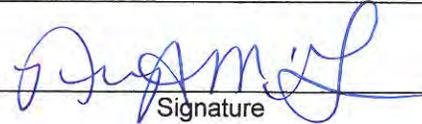
Third Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

DBE Contractor

Spivey Pavement Markings Inc.

By:  _____
Signature Title

Date: 10/28/13