

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	\$2,900,000.00
Construction Services (exclude QA/QC), LS	\$14,814,447.25
Quality Assurance (QA) (Construction), LS	\$1,800,000.00
Quality Control (QC) (Construction), LS	\$1,700,000.00

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): Twenty-one million, two hundred fourteen thousand, four hundred and forty-seven dollars and twenty-five cents----- (\$ 21,214,447.25)

Signature: _____

Date: 05/19/2021

Design-Builder: Wagman Heavy Civil, Inc.

Vendor No.: W002

Attachment 4.3.2
State Project 6587-000-R89
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: 5/19/2021

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
00100	MOBILIZATION		1	LS	\$ 1,080,000.00
00101	CONSTRUCTION SURVEYING CONSTRUCTION		1	LS	\$ 300,000.00
25505	TY. I FIELD OFFICE		29	MO	\$ 188,500.00
85011	NS BONDS		1	LS	\$ 115,000.00
85011	ESCROW DOCUMENTS		1	LS	\$ 4,200.00
25593	DESIGN BUILD - QUALITY ASSURANCE		1	LS	\$ 1,800,000.00
25595	DESIGN BUILD - QUALITY CONTROL		1	LS	\$ 1,700,000.00
25591	DESIGN BUILD - DESIGN & ENGINEERING		1	LS	\$ 2,900,000.00
00105	PUBLIC RELATIONS		1	LS	\$ 150,000.00
40991	NS WATER UTILITY		1	LS	\$ 400,000.00
25561	FORMAL PARTNERING		1	LS	\$ 5,000.00
24330	NS INCIDENT MANAGEMENT PLAN		1	LS	\$ 5,000.00
00180	UTILITY TEST PIT UNPAVED		1	LS	\$ 90,000.00
00110	CLEARING AND GRUBBING		1	LS	\$ 250,000.00
00120	REGULAR EXCAVATION		12,250	CY	\$ 612,500.00
00136	BORROW EXCAVATION		4,800	CY	\$ 168,000.00
85003	NS UNSUITABLE MATERIAL		4,216	CY	\$ 632,400.00
85003	NS - CONTAMINATED MATERIAL		5,116	CY	\$ 1,279,000.00
00585	UNDERDRAIN UD-2		950	LF	\$ 47,500.00
00588	UNDERDRAIN UD-4		6,440	LF	\$ 167,440.00
00595	OUTLET PIPE		400	LF	\$ 9,200.00
00596	ENDWALL EW-12		40	EA	\$ 28,000.00
01150	15" PIPE		1,308	LF	\$ 327,000.00
01180	18" PIPE		1,504	LF	\$ 413,600.00
01240	24" PIPE		420	LF	\$ 126,000.00
01270	27" PIPE		550	LF	\$ 178,750.00
06817	DROP INLET DI-3A		5	EA	\$ 32,500.00
06821	DROP INLET DI-3B, L=12'		26	EA	\$ 234,000.00
06837	DROP INLET DI-3C, L=10'		10	EA	\$ 80,000.00
07506	DROP INLET DI-5		5	EA	\$ 75,000.00
09056	NS MANHOLE MH-1 OR 2		8	EA	\$ 96,000.00
09057	FRAME & COVER MH-1		8	EA	\$ 4,800.00
24500	NS REMOVE EXIST DRAINAGE STRUCTURES		26	EA	\$ 18,200.00
02090	NS CLEAN EXISTING & NEW STORM PIPES-ALL SIZES		7,055	LF	\$ 42,330.00
00529	NS FLOWABLE BACKFILL EXISTING PIPES		2,400	LF	\$ 72,000.00
09150	EROSION CONTROL STONE CLASS I, EC-1		40	TON	\$ 3,000.00
10100	AGG BASE MATL, TYI, NO. 21B		16,920	TON	\$ 687,000.00
10610	ASPHALT CONCRETE IM-19.0A	P	2,300	TON	\$ 244,800.00
10611	ASPHALT CONCRETE IM-19.0D	P	100	TON	\$ 13,500.00
10628	FLEXIBLE PAVE. PLANING 0" - 2"		2,153	SY	\$ 25,836.00
10635	ASPHALT CONCRETE SM-9.5A	P	600	TON	\$ 83,400.00
10636	ASPHALT CONCRETE SM-9.5D	P	2,500	TON	\$ 267,500.00
10609	ASPHALT CONCRETE SM-12.5E	P	226	TON	\$ 35,030.00
10642	ASPHALT CONCRETE BM-25.0A	P	7,400	TON	\$ 780,300.00
10100	NS CEMENT MODIFIED SUBGRADE		20,614	SY	\$ 474,122.00
11070	SAW-CUT PAVEMENT		9,177	LF	\$ 27,531.00
12020	STD. CURB CG-2		1,606	LF	\$ 52,998.00
12030	CURB CG-3		350	LF	\$ 14,000.00
12025	MOD. CURB CG-3		746	LF	\$ 31,332.00
12600	STD. COMB. CURB & GUTTER CG-6		940	LF	\$ 37,600.00
12025	ARLINGTON CO C-2 CURB & GUTTER		4,196	LF	\$ 167,840.00
12025	ARLINGTON CO C-2 MODIFIED		216	LF	\$ 10,800.00
12025	ARLINGTON CO C-3 - 6" X 14" STRAIGHT CURB		2,951	LF	\$ 97,383.00
13108	CG-12 DETECTABLE WARNING SURFACE		111	SY	\$ 55,500.00
21020	NS PAVED CONCRETE MEDIAN		560	SY	\$ 33,600.00
13212	ROW MONUMENT, RM-2		15	EA	\$ 4,500.00

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Date: 5/19/2021

13220	HYDRAULIC CEMENT CONC. SIDEWALK 4"		620	SY	\$	46,500.00
13245	NS 8' WIDE CONCRETE SHARED USE PATH		12,136	SF	\$	97,088.00
10985	NS 10" TRUCK APRON STAMPED & COLORED		9,852	SF	\$	246,300.00
13280	GR-MGS1 (MIDWEST GUARDRAIL SYSTEM)		880	LF	\$	26,400.00
13287	GR-MGS3 (TRAILING END ANCHOR)		2	EA	\$	3,000.00
13288	GR-MGS4 (TRANSITION FROM MGS TO GR-2)		2	EA	\$	2,000.00
13392	FIXED OBJECT ATTACH. GR-FOA-2, TY I		2	EA	\$	44,000.00
13460	CONCRETE MEDIAN BARRIER MB-7D		142	LF	\$	18,460.00
13605	IMPACT ATTENUATOR TL-2		1	EA	\$	12,500.00
13460	MB-7F		312	LF	\$	46,800.00
23560	TEMP. SAFETY FENCE 4'		2,000	LF	\$	8,000.00
24152	TYPE III BARRICADE 8'		36	EA	\$	9,900.00
24160	TEMPORARY CONSTRUCTION SIGNS		3,440	SF	\$	68,800.00
24290	TRAFFIC BARRIER SER. CONC. MB-7D PC		2,720	LF	\$	108,800.00
13607	TEMP IMPACT ATTENUATOR		5	EA	\$	60,000.00
24278	NS GROUP 2 CHANNELIZING DEVICES		200	EA	\$	13,600.00
24279	NS PORT.CHANGEABLE MESS. SIGN		4	EA	\$	16,000.00
24430	DEMOLITION OF EXISTING PAVEMENT		26,349	SY	\$	1,107,720.00
24430	DEMOLITION OF TEMP MOT PAVEMENT		5,161	SY	\$	92,898.00
24600	REMOVE EXISTING GUARDRAIL		2,386	LF	\$	7,158.00
27022	TOPSOIL, CLASS B, 2" DEPTH		10	ACRE	\$	220,000.00
27102	REGULAR SEED		3,000	LB	\$	30,000.00
27103	OVERSEEDING		2,370	LB	\$	21,330.00
27215	FERTILIZER (15-30-15)		5	TON	\$	5,500.00
27250	LIME		35	TON	\$	11,900.00
27288	EROSION CONTROL MULCH		20	AC	\$	24,000.00
27318	PROTECTIVE COVERING EC-2		7,500	SY	\$	18,750.00
27410	CHECK DAM, ROCK TY. I		15	EA	\$	4,650.00
27415	CHECK DAM, ROCK TY. II		25	EA	\$	8,250.00
27422	DEWATERING BASIN		4	EA	\$	24,000.00
27451	INLET PROTECTION, TYPE A		10	EA	\$	3,400.00
27461	INLET PROTECTION, TYPE B		48	EA	\$	11,040.00
27275	NS CONSTRUCTION ENTRANCE		12	EA	\$	36,000.00
39004	NS TEMPORARY SEEDING		25	AC	\$	62,500.00
27505	TEMP. SILT FENCE TYPE A		1,000	LF	\$	5,000.00
27504	TEMP. SILT FENCE TYPE B		6,600	LF	\$	39,600.00
39004	NS TEMP SEDIMENT TRAP		4	EA	\$	25,200.00
39001	NS CANOPY TREE (1-1/2 INCH CALIPER)		1,634	EA	\$	302,290.00
39001	NS EVERGREEN TREE (6 FOOT HEIGHT)		50	EA	\$	7,500.00
39001	NS UNDERSTORY TREE (3/4 INCH CALIPER)		402	EA	\$	30,150.00
39002	NS SHRUB (3 FOOT HEIGHT)		764	EA	\$	45,840.00
39002	NS SHRUB (18 INCH HEIGHT)		2,196	EA	\$	76,860.00
39001	NS TREE (BARERoot SEEDLING)		986	EA	\$	7,888.00
39002	NS SHRUB (1 GALLON CONTAINER)		790	EA	\$	15,800.00
38950	NS NATIVE GRASS OR PERENNIAL (PLUG)		53,600	EA	\$	187,600.00
28810	NS STRAW MULCH		35,545	SY	\$	17,772.50
39004	NS FACULTATIVE MEADOW SEED MIX		47,321	SY	\$	47,321.00
28884	NS TEMP PROTECTIVE FENCE		975	LF	\$	3,900.00
38900	NS TREE ROOT PRUNING		490	LF	\$	3,430.00
28884	NS TREE PROTECTION TUBE		986	EA	\$	9,860.00
27330	INVASIVE SPECIES / HERBICIDE		85,660	SF	\$	8,566.00
27000	NS REMOVE EXISTING TREES		78	EA	\$	19,500.00
50108	NS SIGN PANEL (OVERHEAD)		734	SF	\$	30,828.00
50108	NS SIGN PANEL (GROUND MOUNT)		900	SF	\$	36,000.00
50432	SIGN POST STP-1, 2 3/16", 10 GAUGE		88	LF	\$	2,200.00
50434	SIGN POST STP-1, 2 1/2", 10 GAUGE		168	LF	\$	5,040.00
50436	SIGN POST STP-1, 2 1/2", 12 GAGE		552	LF	\$	14,352.00
50485	CONCRETE SIGN FOUNDATION STP-1, TYPE A		59	EA	\$	24,780.00
50486	CONCRETE SIGN FOUNDATION STP-1, TYPE B		11	EA	\$	5,940.00

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Date: 5/19/2021

50300	REMOVE EXISTING POST MOUNTED SIGNS		26	EA	\$	2,860.00
50340	RELOCATE EXISTING SIGNS		7	EA	\$	3,850.00
54020	TYPE A PVMT LINE MRKG 4"		58,718	LF	\$	58,718.00
54032	TY. B CL. I PAVE LINE MARK 4" WHITE		1,767	LF	\$	2,208.75
54032	TY. B CL. I PAVE LINE MARK 4" YELLOW		5,260	LF	\$	6,575.00
54037	TY. B CL. I PAVE LINE MARK 8" WHITE		196	LF	\$	245.00
54042	TY. B CL. I PAVE. LINE MARK. 24" WHITE		1,150	LF	\$	9,200.00
54077	TYPE B CLASS VI PVMT LINE MRKG 8"		545	LF	\$	5,995.00
54078	TYPE B CLASS VI PVMT LINE MRKG 12"		140	LF	\$	2,100.00
54060	TYPE B CLASS IV PVMT LINE MRKG 24"		60	LF	\$	1,800.00
54105	ERADICATION OF EXIST. LINEAR PVMT MARKING		12,500	LF	\$	12,500.00
54659	PVMT SYMB MRKG HELMETED BICYCLIST TY B CL I		1	EA	\$	250.00
54457	TEMP. PVMT SYMBOL MRKG SINGLE TURN ARROW TY. A		24	EA	\$	1,920.00
54574	PVMT SYMB MRKG (SGL TURN ARROW) TY B, CL I		16	EA	\$	2,000.00
54621	PVMT SYMB MRKG (YIELD TRIANGLE) TY B, CL I		29	EA	\$	1,450.00
54217	PAVEMENT MARKER		190	EA	\$	11,400.00
54651	PVMT SYMB MRKG BICYCLE THRU ARROW TY B, CL I		1	EA	\$	128.00
55180	NS LIGHT POLE 35' LP-1		28	EA	\$	81,200.00
55180	LIGHT POLE 16' DECORATIVE		3	EA	\$	18,000.00
55501	NS LUMINAIRE 200 WATT H.P.S. POLE-MOUNT		31	EA	\$	34,100.00
55179	NS LIGHT POLE ARM 10'		28	EA	\$	19,600.00
55140	CONCRETE FOUNDATION LF-1 TY. A		31	EA	\$	71,300.00
56052	BORED CONDUIT 4 INCH		464	LF	\$	19,488.00
56055	4 INCH PVC CONDUIT		4,409	LF	\$	101,407.00
55350	CONTROL CENTER CCW-1A		1	EA	\$	25,000.00
55348	ELECT. SERVICE SE-9 TYPE A		1	EA	\$	13,000.00
55587	JUNCTION BOX JB-S2		17	EA	\$	20,400.00
55020	2 CONDUCTOR CABLE		3,000	LF	\$	15,000.00
55040	4 CONDUCTOR CABLE		10,000	LF	\$	40,000.00
55060	6 CONDUCTOR CABLE		12,000	LF	\$	48,000.00
55080	8 CONDUCTOR CABLE		5,000	LF	\$	20,000.00
59000	NS RECTANGULAR RAPID FLASHING BEACON		8	EA	\$	104,000.00
59000	NS MULTIUSE COUNTER		1	EA	\$	10,000.00
55580	JUNCTION BOX JB-R1		3	EA	\$	6,000.00
56053	2" PVC CONDUIT		600	LF	\$	13,200.00
56050	BORED CONDUIT 2"		45	LF	\$	2,025.00
51700	NS 14/1C CONDUCTOR CABLE SHIELDED		370	LF	\$	925.00
51721	CAT 5E DIRECT BURIAL CABLE		370	LF	\$	1,850.00
55060	6 CONDUCTOR CABLE		370	LF	\$	1,480.00
56054	3" PVC CONDUIT		370	LF	\$	8,140.00
51913	LOOP SAWCUT 5/8"		48	LF	\$	864.00
59000	NS-MODIFY EXISTING CONTROLLER FOR LOOP DETECTORS		1	LS	\$	4,100.00
59000	NS-RELOCATE DYNAMIC RAMP METER AND POWER SAFETY SW		1	LS	\$	7,000.00
51933	NS REMOVE EXISTING LIGHT POLES & FOUNDATIONS		26	EA	\$	39,000.00
56055	4" CONDUIT		2,720	LF	\$	59,840.00
56052	4" BORED CONDUIT		370	LF	\$	16,650.00
59000	NS TRACER WIRE		3,090	LF	\$	7,725.00
59000	NS TYPE-4 LARGE JUNCTION BOX		4	EA	\$	12,000.00
					\$	21,214,447.25

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

Boundary Channel Drive at I-395 Interchange
 State Project No. 6587-000-R89, P101, R201, C501
 Federal Project No. NHPP-5B01(120)
 Contract ID No. C00116394DB109

Wagman Heavy Civil, Inc.
 Proposed Monthly Payment Schedule

5/19/2021

Month	2021			2022			2023		
	Projected Monthly Total	Cumulative Total	Month	Projected Monthly Total	Cumulative Total	Month	Projected Monthly Total	Cumulative Total	
Jan-21	-		Jan-22	572,700.67	3,538,849.19	Jan-23	835,333.53	14,500,390.46	
Feb-21	-	0.00	Feb-22	610,864.80	4,149,713.99	Feb-23	607,133.24	15,107,523.70	
Mar-21	-	0.00	Mar-22	958,735.49	5,108,449.48	Mar-23	754,887.82	15,862,411.52	
Apr-21	-	0.00	Apr-22	986,871.64	6,095,321.12	Apr-23	750,527.11	16,612,938.63	
May-21	-	0.00	May-22	1,008,971.57	7,104,292.69	May-23	913,148.76	17,526,087.39	
Jun-21	-	0.00	Jun-22	1,018,025.86	8,122,318.55	Jun-23	888,933.22	18,415,020.61	
Jul-21	367,420.87	367,420.87	Jul-22	1,050,075.22	9,172,393.76	Jul-23	870,309.35	19,285,329.96	
Aug-21	403,763.59	771,184.46	Aug-22	934,625.41	10,107,019.17	Aug-23	847,781.56	20,133,111.52	
Sep-21	524,120.31	1,295,304.77	Sep-22	894,812.76	11,001,831.93	Sep-23	502,488.46	20,635,599.98	
Oct-21	554,907.36	1,850,212.12	Oct-22	948,611.59	11,950,443.52	Oct-23	474,980.79	21,110,580.77	
Nov-21	540,635.38	2,390,847.51	Nov-22	896,036.94	12,846,480.46	Nov-23	103,866.48	21,214,447.25	
Dec-21	575,301.01	2,966,148.52	Dec-22	818,576.47	13,665,056.93	Dec-23	-	-	

Project Total 21,214,447.25

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

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

February 23, 2021

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

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

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

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

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

Where: A = Asphalt Adjustment Dollar Amount
Q = Quantity of Asphalt Material put in place during the month
%AC = % of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula
IC = Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

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

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

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

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

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

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

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

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

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

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

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

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

16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16326	Asphalt Concrete Ty. SM-4.75A	Ton	315
16327	Asphalt Concrete Ty. SM-4.75D	Ton	315
16328	Asphalt Concrete Ty. SM-4.75E	Ton	315
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
16364	Asphalt Concrete Ty. SM-19.0E (64E)		
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16371	Asphalt Concrete Ty. IM-19.0E (64E)		
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD

16502	Surf.Preparation & Restoration Type II	Ton	ATTD
16504	Surf.Preparation & Restoration Type III	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

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

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

June 26, 2018

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

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

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

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: 05/18/2021

Signature: [Handwritten Signature]

Design-builder: WAGMAN Heavy Civil, Inc

Vendor No.: W002

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

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

June 6, 2018

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

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

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

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

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

Price adjustment of each qualifying item will only be considered if there is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

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

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

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

Price increase/decrease will be computed as follows:

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

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

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

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

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

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 _____

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

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.

_____ Design-Builder

_____ Date

Sample Calculation of a Price Adjustment (increase)

Project bid on April 28, 2004.

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

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

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

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

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

Adjustment formula is as follows:

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

Where;

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

$$B = \$0.2816$$

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

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

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

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

Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

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

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

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

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

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

Adjustment formula is as follows:

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

Where;

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

$$B = \$0.2816$$

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

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

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

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

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

June 8, 2018


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

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

I elect to use this provision

I elect not to use this provision

Date: 05/18/2021

Signature: 

Design-Builder: WAGMAN HEAVY CIVIC, INC.

Vendor No.: W002

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Wagman Heavy Civil, Inc. As principal, and Western Surety 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 April, 20 21

WHEREAS, the above said principal is herewith submitting its proposal for: Boundary Channel Drive at I-395 Interchange
PROJECT NUMBER: State Project No.:6587-000-R89,P101,R201,C501, Federal Project No.: NHPP-5B01 (120), Contract ID Number: C00116394DB109
Boundary Channel Drive at I-395 Interchange From: 0.06 miles west of Connector Road To: Long Bridge Drive, Arlington County, Virginia

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

Wagman Heavy Civil, Inc.

Western Surety Company

(Principal*)
By: Todd E Becker
(Officer, Partner or Owner) (Seal) Todd E Becker
SENIOR VP

(Surety Company)
By: Patricia C Robinson
(Attorney-in-Fact**) (Seal) Patricia C. Robinson

4550 Lena Drive, Mechanicsburg, PA 17055

(Principal*)

(Address)

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

By: _____
(Surety Company)

(Principal*)

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

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

By: _____
(Address)

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

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

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

**Attach copy of Power of Attorney

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Alson O Wolcott Jr, Robert N Striewig Jr, Eugene M Fritz, Kristen D Pedrick, Patricia C Robinson, Donald R Wert, Individually

of Mechanicsburg, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of March, 2020.



WESTERN SURETY COMPANY

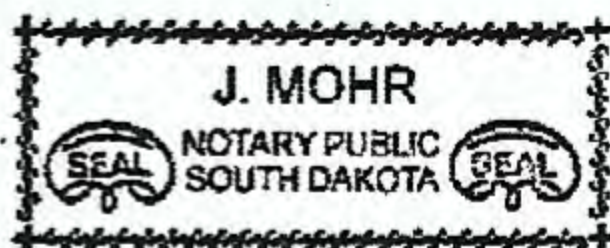
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of April, 2021.



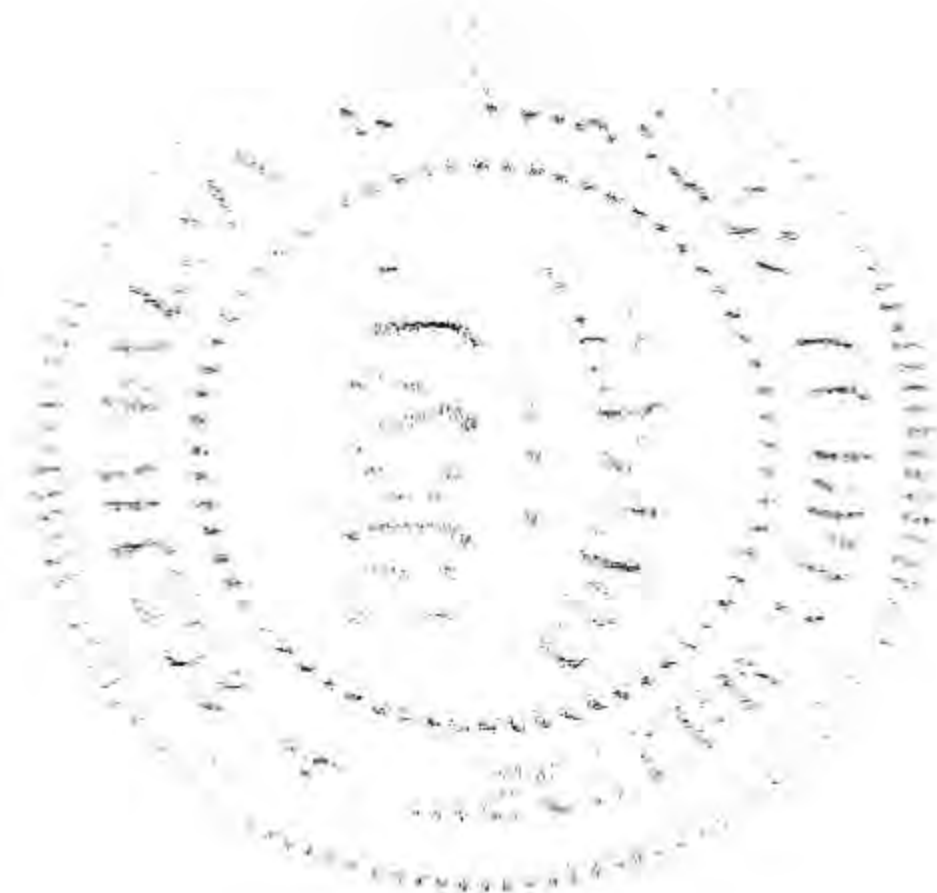
WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: 6587-000-R89, P101, R201, C501

FHWA: NHPP-5B01(120)

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 York, Pennsylvania, this 18th day of May, 20 21
County (City), STATE

Wagman Heavy Civil, Inc.
(Name of Firm)

By: [Signature] Anthony Bednarik Vice President
(Signature) Title (print)

STATE of Pennsylvania COUNTY (CITY) of York

To-wit:

I Christina Marie Stewart, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Anthony Bednarik

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 18th day of May, 20 21

Christina Marie Stewart My Commission expires 12/14/2024

Notary Public [Signature]

OR

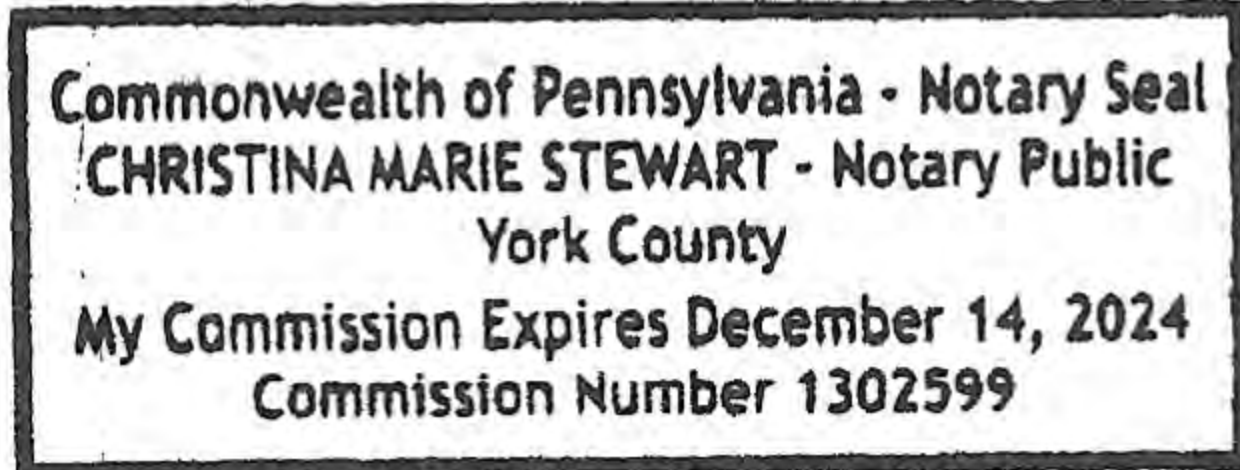
UNSWORN DECLARATION

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: 6587-000-R89, P101, R201, C501

FHWA: NHPP-5B01(120)

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

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

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

NAME	Location of Principal Office
See Attached List of Highway	Contractor's Associations
_____	_____
_____	_____

- 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.

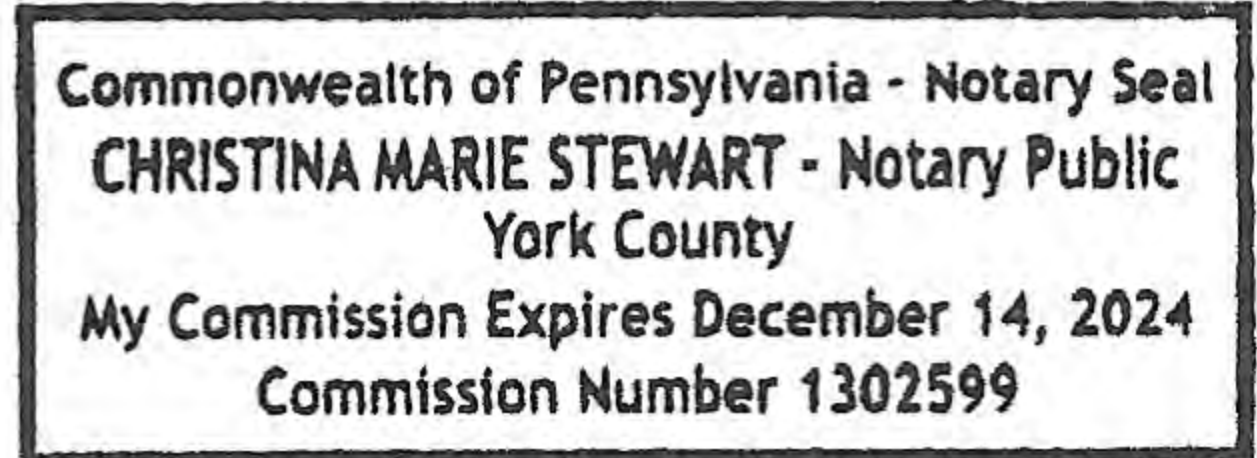
The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at York, Pennsylvania this 18th day of May, 20 21
County (City), STATE
Wagman Heavy Civil, Inc. By: [Signature] Anthony Bednarik Vice President
(Name of Firm) (Signature) Title (print)
STATE of Pennsylvania COUNTY (CITY) of York

To-wit: Christina Marie Stewart, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day Anthony Bednarik

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 18th day of May, 20 21
[Signature] My Commission expires 12/14/2024
Notary Public



List of Highway Contractor's Associations

NAME	LOCATION OF PRINCIPAL OFFICE
Virginia Transportation Construction Alliance	620 Moorefield Park, Ste 120, Richmond, VA
Associated Pennsylvania Contractors	800 North 3 rd Street, Harrisburg, PA
Maryland Transportation Builders & Materials Association	2408 Peppermill Drive, Ste F, Glen Burnie, MD
Heavy Construction Contractors Association	9251 Industrial Court 201, Manassas, VA
The American Road & Transportation Builders Association	250 E. Street, S.W., Ste 900, Washington, D.C.
Pennsylvania Highway Information Association	800 North 3 rd Street, Ste 500, Harrisburg, PA

**CERTIFICATE OF SECRETARY
OF
WAGMAN HEAVY CIVIL, INC.**

The Undersigned, being the Secretary of Wagman Heavy Civil, Inc., hereby certifies that the following Resolutions have been previously adopted by unanimous consent of the Board of Directors:

RESOLVED, that the following individuals be hereby elected to serve in the offices set forth opposite their names, until the next regularly scheduled election of officers:

Chairman of the Board	Richard E. Wagman
Chief Executive Officer	Michael B. Glezer
President/COO	Gregory M. Andricos
Sr. Vice President	Todd E. Becker
Vice President – Design-Build/Major Pursuits, Mid-Atlantic	Anthony W. Bednarik
Vice President/General Manager, Virginia Operations	Glen K. Mays
Vice President – Geotechnical Construction Services	Edward R. Laczynski
Sr. Vice President	Joseph G. Wagman
Sr. Vice President	Lisa W. Glezer
Sr. Vice President – CFO/Treasurer	John R. Coppage, IV
Vice President/General Counsel/Secretary	Kevin J. McKeon
Assistant Secretaries	Wanda S. Turner Jeanie P. Jones

FURTHER RESOLVED, that Richard E. Wagman, Michael B. Glezer, Gregory M. Andricos, Todd E. Becker, Anthony W. Bednarik, Glen K. Mays, and Edward R. Laczynski are each individually authorized and empowered to execute, acknowledge, and deliver such documents, instructions, and papers, and to perform such acts as may be legally, properly, or reasonably required or necessary for the purpose of procuring and executing any bids, bonds, or contracts on behalf of Wagman Heavy Civil, Inc.

Date: April 23, 2021



Kevin J. McKeon, Secretary



DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: Boundary Channel Drive at I-395 Interchange
Contract ID Number: C00116394DB109

➤ Contents of Price Proposal:

- Proposal Price, in both numbers and words (Part 1 Attachment 4.3.1)
- Schedule of Items itemized in accordance with Part 1, Section 4.3.2, 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 4.3.3
- Price Adjustment Information and Forms for Asphalt, Fuel and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3 (a), 6.3(c), and 6.3(d))
- 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, Part 1 Attachments 4.3.6(a) and 4.3.6(b))
- Price Proposal in a single cohesive Adobe PDF file

WAGMAN Heavy Civil, Inc. W002