## LETTER OF SUBMITTAL AND ATTACHMENTS volume। A DESIGN-BUILD PROJECT

Park and Ride Lot at l-66/Route 15 Interchange (In the Northeast Quadrant)

Town of Haymarket and Prince William County, Virginia

State Project No.: PR15-076-236
Federal Project No.: STP-5A01(767)
Contract ID No.: C00109486DB99

Date: September 8, 2017



## VDOT <br> Virginia Department of Transportation

4.0.1.1

## LETTER OF SUBMITTAL CHECKLIST

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ATTACHMENT 4.0.1.1

## Park and Ride Lot at I-66/Route 15 Interchange

LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

| Letter of Submittal Component | Form (if any) | RFP Part 1 <br> Cross Reference | Page <br> Reference |
| :--- | :--- | :--- | :---: |
| Letter of Submittal Checklist and Contents | Attachment 4.0.1.1 | Section 4.0.1.1 | i-ii |
|  |  |  |  |
| Acknowledgement of RFP, Revisions, and/or Addenda | Attachment 3.4 (Form <br> C-78-RFP) | Sections 3.4; 4.0.1.1 | iii |
| Letter of Submittal |  |  |  |
| Letter of Submittal on Offeror's letterhead | NA | Sections 4.1 | Tab 4.1 |
| Offeror's full legal name and address | NA | Section 4.1.1 | 1 |
| Authorized representative's original signature | NA | Section 4.1.1 | 1 |
| Declaration of intent | NA | Section 4.1.1 | 1 |
| 120 day declaration | NA | Section 4.1.2 | 1 |
| Point of Contact information | NA | Section 4.1.4 | 1 |
| Principal Officer information | NA | Section 4.1.5 | 1 |
| Offeror's Corporate Structure | NA | Section 4.1.6 | 1 |
| Full Legal Name of Lead Contractor, Lead Designer, and QAM | NA | Section 4.1.7 | 1 |
| Offeror's VDOT prequalification information | NA | Section 4.1.8 | 1 |
| DBE statement confirming Offeror is committed to achieving <br> the required DBE goal | NA | Section 4.1.9 | 1 |
| Interim Milestone and Final Completion Date(s) | NA | Section 4.1.10 | 1 |

ATTACHMENT 4.0.1.1

## Park and Ride Lot at I-66/Route 15 Interchange

 LETTER OF SUBMITTAL CHECKLIST AND CONTENTS| Letter of Submittal Component | Form (if any) | RFP Part 1 <br> Cross Reference | Page <br> Reference |
| :--- | :---: | :---: | :---: |
|  |  |  |  |
| Attachments to the Letter of Submittal | NA | Section 4.2 |  |
| Affiliated and/ or Subsidiary Companies | Attachment 4.2.1 | Section 4.2.1 | Tab 4.2.1 |
| Certification Regarding Debarment Forms | Attachment 4.2.2(a) |  |  |
| Attachment 4.2.2(b) | Section 4.2.2 | Tab 4.2.2 |  |
| Offeror's VDOT prequalification information | NA | Section 4.2.3 | Tab 4.2.3 |
| Evidence of obtaining bonding | NA | Section 4.2.4 | Tab 4.2.4 |
| Full size copies of DPOR licenses and SCC registrations | NA | Section 4.2.5 | Tab 4.2.5 |
| SCC registration information - businesses | Attachment 4.2.5 | Section 4.2.5.1 | Tab 4.2.5 |
| DPOR registration information - businesses | Attachment 4.2.5 | Section 4.2.5.2 | Tab 4.2.5 |
| Lead Contractor Work History Form | Attachment 4.2.6(a) | Section 4.2.6 | Tab 4.2.6 |
| Lead Designer Work History Form | Attachment 4.2.6(b) | Section 4.2.6 | Tab 4.2.6 |
| Conceptual Roadway Plans | NA | Section 4.2.7 | Vol II |
|  |  |  |  |

## VDOT

FORM C-78 RFP
ACKNOWLEDGEMENT OF RFP, REVISIONS, AND ADDENDA

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## ATTACHMENT 3.4

## COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION

| RP NO. | C00109486DB99 |
| :--- | :--- |
| PROJECT NO.: | PR15-076-236, P101, R201, C501 |
|  |  |

## ACKNOWLEDGEMENT OF REP, REVISION AND/OR ADDENDA

Acknowledgement shall be made of receipt of the Request for Proposals (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Department prior to the Letter of Submittal submission date shown herein. Failure to include this acknowledgement in the Letter of Submittal may result in the rejection of your proposal.

By signing this Attachment 3.4, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letters) of the dates) shown hereon:

1. Cover letter of $\qquad$
2. Cover letter of $\frac{\text { RFP Addendum No. } 1 \text { - August 8, } 2017}{\text { (Date) }}$
3. Cover petter of



SIGNATURE

Aaron T. Myers

## VDCT <br> Virginia Department of Transportation

4.1 LETTER OF SUBMITTAL
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Bryan W. Stevenson, P.E. Alternative Project Delivery Division Virginia Department of Transportation 1401 East Broad Street
Richmond, VA 23219

Letter of Submittal/Statement of Qualifications:
Park and Ride Lot at I-66/Route 15 Interchange
State Project No.: C00109486DB99
Federal Project No.: STP-5A01(767)
Contract ID Number: C00109486DB99

Dear Mr. Bryan Stevenson:
The Allan Myers Team submits the information below as detailed in Section 4.1 of the Request for Proposals:
4.1.1 Allan Myers VA, Inc. (301 Concourse Boulevard, Suite 300, Glen Allen, VA 23059) is the legal entity who will execute a contract with VDOT for the Project.
4.1.2 Allan Myers VA, Inc. (Myers) intends to enter a contract with VDOT for the Project in accordance with the terms of the RFP.
4.1.3 The offer represented by the Price Proposal will remain in full force and effect for one hundred and twenty (120) days after the Proposal is submitted to VDOT on September 8, 2017.
4.1.4 Design-Build Project Manager, Thomas Heil, P.E. will serve as the Point of Contact for Myers.

Thomas Heil, P.E., Design-Build Project Manager (571) 485-0387 (Telephone) 301 Concourse Boulevard, Suite 300
(610) 222-4348 (Fax) Glen Allen, VA 23059
tom.heil@allanmyers.com
4.1.5 Vice President/General Manager, Aaron Myers is the Principal Officer for Myers. Aaron Myers, Vice President/General Manager (804) 290-8500 (Telephone) 301 Concourse Boulevard, Suite 300
(804) 418-7935 (Fax) Glen Allen, VA 23059
aaron.myers@allanmyers.com
4.1.6 Allan Myers is a registered corporation in the Commonwealth of Virginia and will take full financial responsibility for the Project.
4.1.7 Lead Contractor: Allan Myers VA, Inc.; Lead Designer: PRIME AE Group Inc.; Quality Assurance: Quinn Consulting Services Inc.
4.1.8 Allan Myers is active, in good standing, and prequalified to bid on the Project. Allan Myers' prequalification number is G303 and evidence of prequalification is included as in Appendix 4.1.8.
4.1.9 The Myers Team is committed to achieving a sixteen percent ( $16 \%$ ) DBE participation goal for the entire value of the contract.
4.1.10 The Myers Team commits to an Interim Milestone of December 11, 2018 and a Final Completion date of March 26, 2019.

Our Team is committed to working collaboratively with VDOT to design and construct another successful design-build projeof for the Commonwealth.

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## VDCT <br> Virginia Department of Transportation

4.2.1

AFFILIATED AND
SUBSIDIARY COMPANIES

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## ATTACHMENT 4.2.1

## State Project No. PR15-076-236

## Affiliated and Subsidiary Companies of the Offeror

Offerors shall complete the table and include the addresses of affiliates or subsidiary companies as applicable. By completing this table, Offerors certify that all affiliated and subsidiary companies of the Offeror are listed.

| $\square$ The Offeror does not have any affiliated or subsidiary companies. |
| :--- |
| $\square$ Affiliated and/ or subsidiary companies of the Offeror are listed below. |


| Relationship with Offeror <br> (Affiliate or Subsidiary) | Full Legal Name | Address |
| :---: | :---: | :--- |
| Parent | Allan Myers, Inc. | 1805 Berks Road, P.O. Box 98, Worcester, PA 19490 |
| Affiliate | Allan Myers MD, Inc. | 2011 Bel Air Rd, P.O. Box 278, Fallston, MD 21047 |
| Affiliate | Allan Myers, L.P. | 1805 Berks Road, P.O. Box 98, Worcester, PA 19490 |
| Affiliate | Allan Myers Materials MD, Inc. | 638 Lancaster Avenue, Malvern, PA 19355 |
| Affiliate | Allan Myers DE, Inc. | 638 Lancaster Avenue, Malvern, PA 19355 |
| Affiliate | Allan Myers Materials PA, Inc. | 638 Lancaster Avenue, Malvern, PA 19355 |
| Affiliate | Allan Myers Transport Co | 1805 Berks Road, P.O. Box 98, Worcester, PA 19490 |
| Affiliate | Allan A. Myers, Co. | 1805 Berks Road, P.O. Box 98, Worcester, PA 19490 |
| Affiliate | American Infrastructure Investments, Inc. | 1805 Berks Road, P.O. Box 98, Worcester, PA 19490 |
| Affiliate | The Myers Group, Inc. | 1805 Berks Road, P.O. Box 98, Worcester, PA 19490 |
| Affiliate | Compass Quarries, Inc. | 638 Lancaster Avenue, Malvern, PA 19355 |
| Affiliate | Allan Myers Materials, Inc. | 638 Lancaster Avenue, Malvern, PA 19355 |
| Affiliate | Allan Myers Management, Inc. | 1805 Berks Road, P.O. Box 98, Worcester, PA 19490 |
| Affiliate | US 460 Mobility Partners, LLC | 7025 Harbour View Boulevard, Suffolk, VA 23435 |
| Affiliate | FAM Construction, LLC, a Joint Venture | 9600 Great Hills Trail, Ste 200E, Austin, TX 78759 |

## VDCT <br> Virginia Department of Transportation

4.2 .2

CERTIFICATION REGARDING DEBARMENT FORMS

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## ATTACHMENT 4.2.2(a)

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

## Project No.: PR15-076-236

1) The prospective primary participant 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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations 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 in paragraph 1) b) of this certification; and
d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigney makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror foocontracts to be let by the Commonwealth Transportation Board.


Vice President/General Manager Title

Allan Myers VA, Inc.
Name of Firm

## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT

LOWER TIER COVERED TRANSACTIONS

## Project No.: PR15-076-236

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.


President and CEO
Title

PRIME AE Group, Inc.
Name of Firm

## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT

 LOWER TIER COVERED TRANSACTIONS
## Project No.: PR15-076-236

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.


President
Title

Quinn Consulting Services, Inc.
Name of Firm

## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS

## Project No.: PR15-076-236

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.


Specialized Engineering
Name of Firm

## VDCT <br> Virginia Department of Transportation

4.2.3

VDOT PREQUALIFICATION INFORMATION

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## CERTIFICATE OF QUALIFICATION

## ALLAN MYERS VA, INC.

## Vendor Number: G303

In accordance with the Regulations of the Virginia Department of Transportation, your firm is hereby notified that the following Rating has been assigned to your firm:

## PREQUALIFIED

Your firm specializes in the noted Classification(s):
GRADING; MAJOR STRUCTURES; ASPHALT CONCRETE PAVING; MINOR STRUCTURES; ROADWAY MILLING; SURFACE TREATMENT

Issue Date: July 31, 2017


Suzanne FR Lucas, State Prequalification Officer

This Rating and Classification will Expire: July 31, 2018

Dof E. Silies, Director of Contracts

## VDCT <br> Virginia Department of Transportation

4.2.4

## EVIDENCE OF

 OBTAINING BONDINGTunur
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September 8, 2017
Commonwealth of Virginia
Virginia Department of Transportation (VDOT)
1401 East Broad Street
Richmond VA 23219

Re: Project No. PR15-076-236, Park and Ride at I-66/Route 15 Interchange Design-Build, Town of Haymarket and Prince William County, VA, Contract ID No. C00109486DB99

To Whom It May Concern:
Allan Myers VA, Inc., a subsidiary of Allan Myers, Inc., is a highly regarded and valued client of Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, and Berkshire Hathaway Specialty Insurance Company.

As sureties for Allan Myers VA, Inc., with A.M. Best Financial Strength Rating and Financial Size Category as listed below, and authorized to transact business in the Commonwealth of Virginia, Allan Myers VA, Inc. is capable of obtaining a $100 \%$ Performance Bond and $100 \%$ Labor and Materials Payment Bond in the amount of the anticipated cost of construction for approximately Four Million Five Hundred Thousand and No/100 ( $\$ 4,500,000.00$ ) Dollars, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this project.

Please be advised that this authorization is subject to standard underwriting throughout the RFQ process, including a review of the contract terms, bond forms, project financing and any other pertinent underwriting information.

Sincerely,
Fidelity and Deposit Company of Maryland (AM Best Rating A+ (XV))
Zurich American Insurance Company (AM Best Rating A+ (XV))
Berkshire Hathaway Specialty Insurance Company (AM Best Rating A++ (XV))


Elizabeth P. Cervini
Attowney-in-Fact
cc: Paul McCarthy, Fidelity and Deposit Company of Maryland \& Zurich American Insurance Company Kevin O'Brien, Berkshire Hathaway Specialty Insurance Company

## ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryiand (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, Denise M. BRUNO, Julia R. BURNET, Joyce M. HOUGHTON, Jonathan F. BLACK, Elizabeth P. CERVINI, David A. JOHNSON, Stephanie S. HELMIG and Sherri L. FEENEY, all of King of Prussia, Pennsylvania, each its true and lawful agent and Attomey-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owing Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of July, A.D. 2017.

ATTEST:
ZURICII AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Michael P. Bond Vice President


By: Dawn E. Brown
Secretary

## State of Maryland <br> County of Baltimore

On this 30th day of July, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and riualified, Michael P. Bond, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly swom, deposeth and saith, that he/ste is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Constance A. Dunn, Notary Public
My Commission Expires July 9, 2019


## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attomeys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSII COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attomey is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "that the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the fth day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the IOU day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Viee-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, Shave hereunto subscribed my name and affixed the corporate seals of the said Companies, this $\qquad$



Michael C. Fay
Vice President

## TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAAIV INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Email: reportsfclaims@zurichna.com
1-800-626-4577

# Power Of Attorney <br> BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY \& FIRE INSURANCE COMPANY 

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY a corporation existing under and by virtue of the laws of the State of Nebraska and havirtg an office at 100 Federal Street, 20th Floor, Boston, Massachusetts 02110, NATIONAL INDEMNITY COMPANY, a Corporation existing under and by virtue of the laws of the State of Nebraska and NATIONAL LIABILITY \& FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: David A. Johnson, Stephanie S. Helmig, Jonathan F. Black, Elizabeth P. Cervini, Harry C. Rosenberg, Denise M. Bruno, Julia R., Burnet, Joyce M. Houghton, David C Rosenberg, Matthew J. Rosenberg, 455 S. Gulph Road, 5 wite 400 of the city of King of Prussia, State of Pennsylvania, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly 5 ged and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-ln-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed' by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of November 18, 2014. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECLALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIAEILITY \& FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,


By:
David Fields, Executive Vice President


NATIONAL $\ddagger$ NDEMNITY COMPANY,
NATIONAL LIABILITY \& FIRE INSURANCE COMPANY,


By:
David Fields, Vice President


NOTARY
State of Massachusetts, County of Suffolk, 55:
On this 18th day of November, 2014 before me appeared David Fields, Executive Vice President of BefkShire hathaway specialty INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY \& FIRE INSURANCE COMPANY, who being duly sworn, says that hiss capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]


Notary Public

I, Brennan Neville, the undersigned, Assistant Secretary of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILTY \& FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto affixed the seals of said companies this date of September 8, 2017.


## BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

article V.
CORPORATE ACTIONS

## EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:
(1) To appoint Attomeys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

## NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:
A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

## NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

## NATIONAL LIABILITY \& FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLEIV
Officers

## Section 1. Officers, Agents and Employees;

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annualiy by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

## NATIONAL LIABILITY \& FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneysm -fact, and to authorize thern to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the suthority given.

## VDCT <br> Virginia Department of Transportation

4.2.5

## DPOR LICENSES AND SCC REGISTRATIONS

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## ATTACHMENT 4.2.5

## State Project No. PR15-076-236

## SCC and DPOR Information

Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 4.2 .5 and that all businesses listed are active and in good standing.

| SCC \& DPOR INFORMATION FOR BUSINESSES (RFP Sections 4.2.5.1 and 4.2.5.2) |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Business Name | SCC Information (4.2.5.1) |  |  | DPOR Information (4.2.5.2) |  |  |  |
|  | SCC Number | SCC Type of Corporation | scc Status | DPOR Registered Address | DPOR Registration Type | DPOR Registration Number | DPOR Expiration Date |
| ALLAN MYERS VA INC | 0113780-1 | Corporation | Active | 301 Concourse Blvd. Suite 300 <br> Glen Allen, VA 23059 | Class A Contractor | 2701009872 | 12-31-2018 |
| PRIME AE GROUP INC | F181237-1 | Foreign Corporation | Active | 3975 Fair Ridge Dr. Suite 455N Fairfax, VA 22030 | Business Entity Branch Office, ENG | 0411001187 | 02-28-2018 |
|  |  |  |  | 5521 Research Park Dr. Suite 300 <br> Baltimore, MD 21228 | Business Entity, ENG \& ARC | 0407005609 | 12-31-2017 |
| QUINN CONSULTING SERVICES INC | 0492551-7 | Corporation | Active | 14160 Newbrook Dr. Suite 220 Chantilly, VA 20151 | Business Entity, ENG | 0407003733 | 12-31-2017 |

## 

## Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office w



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Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) $367-8500$

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## Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office w





## VDCT <br> Virginia Department of Transportation

4.2.6

## WORK HISTORY FORMS

maluan
MYYERS + PRITIE

## LEAD CONTRACTOR - WORK HISTORY FORM

## (LIMIT 1 PAGE PER PROJECT)

| a. Project Name \& Location | b. Name of the prime design consulting firm responsible for the overall project design. | c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities. | d. Contract Completion Date (Original) | e. Contract Completion Date (Actual or Estimated) | f. Contract Value (in thousands) |  | g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Original Contract Value | Final or Estimated Contract Value |  |
| Name: Saintsbury Drive Vienna Metro Station <br> Location: Fairfax, Virginia | Name: Wendel Companies | Name of Client/ Owner: Plute Group <br> Phone: 703-359-7495 <br> Project Manager: Jeffrey Oetjen, PE <br> Phone: 703-801-5848 <br> Email: Jeff.edelman@pulte.com | 12/2012 | 12/2012 | \$15,932 | \$18,697 <br> *Owner Requested Scope Increase | \$18,697 |


 only the first phase, segment, element, and/or contract listed will be evaluated.

The Saintsbury Drive project consisted of the reconstruction of 0.8 miles of Saintsbury Drive and a commuter facility. Located at the Vienna Metro Station, it required 32 MOT phases to accommodate a never ending flow of pedestrian and vehicular traffic that occurred daily. Additional quantities included the following: 3 retaining walls; 30,500 SY of demolition; 259,000 CY of mass excavation; 10,300 LF of utility line; and 10,300 LF of utility installation and relocation. The Saintsbury Drive project was completed with no lost time or recordable incidents, and was completed on time and on budget despite additional scope from the owner.
This project is complex due to the many MOT changes, aggressive one-year construction schedule, and extensive coordination with the metro station and numerous subcontractors. The planned 11 phases of construction was revised through collaboration between Allan Myers and WMATA to 33 phases of construction to maintain traffic and accommodate the daily continuous flow of pedestrian and vehicular traffic to one of the busiest metro stations in the Washington D.C. area. The revised phasing accommodated additional volumes of traffic during holidays including Independence Day, Thanksgiving, Christmas, and New Year's. New utility installation and existing infrastructure modifications were completed using night-work to minimize public impacts and accelerate the construction schedule.
E\&S: E\&S controls for this project included installation of silt and super silt fencing, tree protection fences, root plumbing, curb inlet protection, culvert inlet protection, yard inlet protection, F\&I matting, temporary seed, permanent seed, and F\&I sod.
Roadway and Park and Ride Construction: 24,000 SY of heavy duty concrete; 20,255 SY of asphalt paving; two retaining walls; two roundabouts; 30,500 SY of demolition; and 259,000 CY of mass excavation. Construction activities included demolition of existing roadway and utilities, earthwork, E\&S controls, installation of new utilities, curb \& gutter, sidewalks, roadway widening, paving, signage, striping, constructing 11 transit shelters, and erecting a canopy.
Earthwork: Excavation operations included 30,500 SY of demolition and 259,000 CY of mass excavation.
Paving, Drainage: 24,000 SY of heavy duty concrete and 20,255 SY of asphalt paving.
Utility, Electrical/lighting: Utilities included sanitary sewer, storm sewer, water line, and electrical duct banks. The existing duct banks were removed and new duct banks installed for the roadway and metro station. Coordination with Dominion Power was necessary to coordinate locations and installation of lighting/wiring. Parking Management Systems - This job required the installation of parking meters that were put in use once job was complete.
Traffic Control Devices - Traffic control required signs, cones, barrels, jersey barriers, and crash attenuators throughout the jobsite.
"Throughout the project the Allan Myers Team worked flawlessly and seamlessly with me and my team, were professional, patient, considerate and efficient. The entire Allan Myers Team took the time, in the beginning and throughout, to understand my constraints and requirements, and were always mindful of them, allowing them to be a primary consideration in the way the project progressed." - Jeff Edelman, Pulte Homes


Roundabout west of Metro Station

## LEAD CONTRACTOR - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

| a. Project Name \& Location | b. Name of the prime design consulting firm responsible for the overall project design. | c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities. | d. Contract Completion Date (Original) | e. Contract Completion Date (Actual or Estimated) | f. Contract Value (in thousands) |  | g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Original Contract Value | Final or Estimated Contract Value |  |
| Name: Westchester Commons Infrastructure <br> Location: Midlothian, Virginia | Name: Timmons Group | Name of Client/ Owner: Zaremba Metropolitan Midlothian LLC <br> Phone: 216-221-6600 <br> Project Manager: Alan Bellis <br> Phone: 216-221-6600 <br> Email: Abellis@zarembagroup.com | 07/2008 | 10/2009 <br> *Changes due to anchor store delaying opening | \$27,907 | \$29,824 <br> *Contract Changes due to change in final design after contract award | \$29,824 |


 only the first phase, segment, element, and/or contract listed will be evaluated.
The 140 -acre site now holds a large retail center and nearly three miles of new roadway. Construction activities included 3 million cubic yards of excavation, 5 miles of storm The 140 -acre site now holds a large retail center and nearly three miles of new roadway. Construction activities included 3 million cubic yards of excavation, 5 miles of storm
pipe and structures, 3.5 miles of sanitary pipe and structures, 4 miles of water main, 90,000 tons of stone sub-base, and 90,000 tons of asphalt paving. Allan Myers was able pipe and structures, 3.5 miles of sanitary pipe and structures, 4 miles of water main, 90,000 tons of stone sub-base, and 90,000 tons of asphalt paving. Allan Myers was able
to achieve production efficiencies and quality control that kept the project within budget and on time during the challenging 18 -month schedule. During the excavation of over 3 million yards of material, crews maintained a year-round average production of 25,000 yards per day and achieved all pad turnover milestones. Collaboration with governing entities as well as the owner was essential to meeting all requirements. The inclusion of all parties in planning and scheduling meetings right from the start established positive working relationships, allowed for expedited submittal reviews, and removed barriers that would hinder schedule.
Environmental Permitting and E\&S: Environmental stewardship and a comprehensive stormwater management plan were key to the success of the project. Extensive E\&S controls and devices were placed and maintained during excavation and installation of utilities. Final storm water runoff was controlled by a state-of-the-art filtering system including bio-retention areas, filterra boxes, storm filters, baysaver and a water detention facility.
Roadway and Park and Ride Construction: Numerous traffic shifts, daily lane closure and coordination with VDOT smart traffic communication system were planned and managed. Media notifications of the traffic shifts and other pertinent information for commuters were coordinated.
Earthwork: Scope included 3 million CY of excavation; 1 million SF of serviced building pads
Drainage: 5,000 LF Sanitary Sewer in sizes ranging from 16" to 4"; 27,000 LF Storm Sewer in sizes ranging from 72" to 4"; 24,000 LF Waterline in sizes ranging from 16" to 4".
Utility and Stormwater Management: Both Verizon and Dominion Power were working directly for the owner however, Allan Myers was charged with the task of scheduling their installation and providing the infrastructure they needed. The collaboration between Allan Myers and the utility companies allowed for the successful installation of over; state of the art storm water filtering systems, including bio-retention areas, Filterra boxes, storm filters, Baysaver, and an underground water filtering detention facility.

Allan Myers has exceeded expectations in terms of their ability to meet deadlines, their expertise as construction professionals, and their ability to collaborate effectively with all of the agencies and companies involved in this project. Allan Myers’ staff of construction professionals has been great to work with. They are very knowledgeable, helpful, and focused on daily production and safety to help ensure a successful project. As with any project, there are daily issues that arise and require an adjustment to be made to the daily plan. Allan Myers' staff is willing and able to make the necessary changes to stay working productively to attain the overall schedule goals. - Alan Bellis, Senior Project Manager Zaremba Group


Round about and landscaping in Westchester Commons


Completion of Westchester Commons

## ATTACHMENT 4.2.6(a)

## LEAD CONTRACTOR - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

| a. Project Name \& Location | b. Name of the prime design consulting firm responsible for the overall project design. | c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities. | d. Contract Completion Date (Original) | e. Contract Completion Date (Actual or Estimated) | f. Contract Value (in thousands) |  | g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Original Contract Value | Final or Estimated Contract Value |  |
| Name: Woodmore Town Center <br> Location: LANDOVER, Maryland | Name: AB Consultants | Name of Client/ Owner: Whiting Turner <br> Phone: 410-337-5749 <br> Project Manager: Dennis Hunter <br> Phone: 4433244416 <br> Email: dennis.hunter@whiting- <br> TURNER.COM | 09/2011 | 09/2011 | \$25,381 | \$30,865 <br> *Additional Scope Requested by Owner | \$30,865 |
| h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly. The Work History Form shall include only one singular project. Projects with multiple phases, segments, elements, and/or contracts shall not be considered a single project. If a project listed includes multiple phases, segments, elements, and/or contracts, the Offeror's Proposal may be rendered non-responsive. In any case, only the first phase, segment, element, and/or contract listed will be evaluated. |  |  |  |  |  |  |  |
| Project Description and Relevance |  |  |  |  |  |  |  |
| Woodmore Town Center in Landover, MD, is a mixed-use commercial and residential town center occupying approximately 250 acres. The total site package was delivered to the owner/general contractor on schedule by maintaining a seven-day work week for all crews for the duration of the project, and by continuing work operations throughout winter months marked by unusually bad weather conditions. Scope of work also included clearing and grubbing, earthwork, grading, concrete sidewalks, asphalt paving, curb and gutter, signage and striping, temporary roads, residential hold-down grading, and various structures. Allan Myers held a seven-day work schedule throughout the project to meet the owner/general contractors schedule. |  |  |  |  |  |  |  |
| Roadway and Park and Ride Construction: Allan Myers supplied 27,000 tons of asphalt through the company owned asphalt plant in Jessup, MD. Allan Myers built Prince George County Roads and the parking lots for the site for access to the new town center. |  |  |  |  |  |  |  |
| E\&S: On this large site E\&S maintenance was ongoing to ensure all needs were met. Allan Myers built 11 temporary sediment traps and ponds and 3 permanent stormwater management ponds on the site. |  |  |  |  |  |  |  |
| Earthwork: Allan Myers moved 1,000,000 cubic yards of material and rough graded 1,000,000 square yards of material. Allan Myers also placed stone aggregate base for parking lots and fine graded that for paving. C\&G was installed for roads and parking lots and concrete was installed for the town center. This concrete work included colored and stamped decorative concrete. Large quantities of soil cement and lime were installed to stabilize and dry existing soils throughout the site and roadwork. |  |  |  |  |  |  |  |
| Utility: Worked through above-average winter precipitation to install utilities, including 6,000 LF of RCP, 47 COG inlets, 14 manholes and five underground storm water management facilities with over 87,000 LF of 108" CMP. Allan Myers also installed a 4 chamber box culvert across an active stream and a single span arch culvert. |  |  |  |  |  |  |  |
| Allan Myers MD, Inc., an affiliate of Allan Myers VA, Inc., served as the Lead Contractor for this project and will provide management and manpower support for the I66/Rte 15 Park and Ride Lot Project. While Allan Myers contracts under different entities in different states for accounting purposes, all entities share resources and report to the same management team with the same level of commitment to safety and time management. |  |  |  |  |  |  |  |

## ATTACHMENT 4.2.6(b)

LEAD DESIGNER - WORK HISTORY FORM
(LIMIT 1 PAGE PER PROJECT)

| a. Project Name \& Location | b. Name of the prime/ general contractor responsible for overall construction of the project. | c. Contact information of the Client and their Project Manager who can verify Firm's responsibilities. | d. Construction Contract Start Date | e. Construction Contract Completion Date (Actual or Estimated) | f. Contract Value (in thousands) |  | g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Construction Contract Value (Original) | Construction Contract Value (Actual or Estimated) |  |
| Name: Parking and BioRetention/Detention Pond, Fiske Range <br> Location: Fort Benning, GA | Name: CONFIDENTIAL | Name of Client: USACE Fort Worth <br> District <br> Phone: 817-886-1043 <br> Project Manager: Christopher <br> Reinhardt <br> Phone: 912-652-5328 <br> Email: <br> CHRISTOPHER.D.REINHARDT@USACE.ARMY.MI <br> L | 09/2012 | 07/2013 | \$1,300 | \$1,300 | \$221 |


 segments, elements, and/or contracts, the Offeror's Proposal may be rendered non-responsive. In any case, only the first phase, segment, element, and/or contract listed will be evaluated.

## Project Description and Relevance

PRIME performed the design work as the prime designer from our Columbus, Ohio office located at 8415 Pulsar Place.
PRIME designed and managed the design of a three-acre parking lot for military vehicles, personal vehicles (POVs), and M-Raps. The parking lot provides access to existing and future buildings, and a number of shooting ranges for the National Firearms and Tactical Training Unit (NFTTU) of Immigration and Custom Enforcement (ICE) of the Department of Homeland Security. PRIME received an "Exceptional" performance rating from the client for this project.
The new pavement matches the existing pavement area and slope and was designed using USACE's PCASE 2.09 Engineering Software. The design meets traffic loading requirements for 100 Average Daily Trips (ADTS) for POVs, 10 ADTs for oversized vehicles, and 5 ADTs for MRAP armored vehicles. Load information and existing soil parameters with a California Bearing Ration (CBR) value of 15 for existing subbase material were used to calculate the minimum pavement thickness required. Georgia Department of Transportation Construction and Material Specifications for aggregate material and hot mix asphalt were used.
PRIME utilized TR-55 and hydraulic/hydrology rational methods modeling/computer iterations in design of the detention system, and provided project management, civil engineering, hydraulics and hydrology, specifications, plans, and QA/QC. PRIME also managed securing a temporary and permanent erosion control and sedimentation permit from the State of Georgia.
The design was completed in approximately six months, taking into consideration specific needs and requirements of the Fiske Range NFTTU personnel via client interface meetings. PRIME received an "Exceptional" performance rating from the client.
Earthwork, Drainage, SWM, Utility, and E\&S: The project included an 18,000-cubic-foot bio-filtration/detention pond as a means of both flood control and structural BMP to treat run off from a five-acre area development parking lot and adjacent facilities. The bio-filtration pond featured Georgia native vegetation for runoff treatment. The detention part of the system included 3:1 slope for ease of mowing and included earthwork, dykes, and mounds. The outfall included an 18-inch pipe and dissipation system with riprap. A


Bioretention Pond Detail

## (LIMIT 1 PAGE PER PROJECT)

| a. Project Name \& Location | b. Name of the prime/ general contractor responsible for overall construction of the project. | c. Contact information of the Client and their Project Manager who can verify Firm's responsibilities. | d. Construction Contract Start Date | e. Construction Contract Completion Date (Actual or Estimated) | f. Contract Value (in thousands) |  | g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | Construction Contract Value (Original) | Construction Contract Value (Actual or Estimated) |  |
| Name: Courtyard Improvements to BWI Consolidated Rental Car Facility <br> Location: AnNe Arundel <br> County, Maryland | Name: J. F Brinkers \& Sons | Name of Client.: MARYLAND AviAtion <br> Administration <br> Phone: 410.859.7111 <br> Project Manager: Alan Peljovich <br> Phone: 410.859.7142 <br> Email: APELJOVICH@BWIAIRPORT.COM | 12/2011 | 09/2012 | \$1,500 | \$1,500 | \$125 |

 only one singular project. Projects with multiple phases, segments, elements, and/or
case, only the first phase, segment, element, and/or contract listed will be evaluated.

## PRIME has performed the design work as a subconsultant from our Baltimore office located at 5521 Research Park Drive

PRIME AE Group, Inc. (PRIME), as a subconsultant, was retained by the Maryland Aviation Administration (MAA) for the proposed courtyard improvements to the consolidated rental car facility (CRCF) Scope of work performed by PRIME included development of the feasibility study and final design and construction documents for the selected alternative. A site survey of parking operations including parking needs and traffic operational conditions at the drop-off/pick-up area was performed. From the survey it was determined parking demand and developed alternatives to improve the overall traffic operations. Seven alternatives were evaluated for the proposed improvements and developed concept plans and feasibility study report. The study report included detailed analysis of all alternatives, cost estimates, and recommendations for further design and construction. Design plans were developed including $60 \%$, final design and construction documents for the selected alternative. The proposed improvements mainly included expansion of existing parking and widening of driveway to provide for additional parking and bus queue area. In addition, automated gate was proposed along with reconfigured traffic flow at the entrance to the parking lot in order to regulate the traffic flow in front of the CRCF building. The improvements necessitated ADA compliant sidewalk and sidewalk ramps, storm drain relocation, grading, erosion and sediment control, stormwater management, lighting, maintenance of traffic, and pavement marking and signage. Construction was completed in four different stages in order to maintain the traffic and parking operation during the construction. PRIME prepared complete bid package including plans, specifications, and cost estimates. Proposed widening of driveway necessitated relocation of existing storm drain system along the driveway. Since the site is constraints by the existing garage structure and existing utilities, the existing storm drain structures was custom designed. PRIME also provided bidding and construction services. PRIME completed conformed documents prior to construction and record drawings after the construction was complete
 necessitated ADA compliant sidewalk and sidewalk ramps, storm drain relocation and grading
Earthwork: Grading work included excavation of embankment and grassy area for widening of pavement. All excavation was hauled away from the site for reuse at different site and/or disposal. Drainage: Drainage work included modification of existing manholes and replacement of existing twin pipe storm drain with one box culvert to accommodate with in the proposed grading without impacting the proposed slopes and adjacent structure
Utility: Utility work included relocation of existing fire hydrant due to widening of driveway.
Electrical/lighting: New lighting system was designed for widened driveway and expanded parking lot
Parking management system: Parking management included automated gate at the entrance to the parking lot along with reconfigured traffic flow in order to regulate the traffic flow in front of the CRCF building. Parking management system included installation of transponder and receiver system to allow only permitted vehicles (BWI buses) to go through the driveway in front of Car Rental Facility Building to enhance the traffic flow circulation through the Courtyard Driveway.


 ROW. All work was per
E\&S: PRIME prepared detailed within MAA or Anne Arundel County ROW. PRIME prepared access permit plans for the widening of driveway and maintenance of traffic during construction.
 describing all activities was prepared for the contractor to follow during the construction.
 and removal of existing pavement was implement as necessary during construction.
 design.


Consolidated Rental Car Facility at BWI Airport esign.

## LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)


ALLAN MYERS
12500 FAIR LAKES CIRCLE
FAIRFAX, VA 22033
703.502.7500



R.F.P.PLANS

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE
OF CONSTRUCTION OR THE
ACOUISITION OF RIGHT OF WAY
NOT TO SCALE

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## VVOT

## PRICE PROPOSAL A DESIGN-BUILD PROJECT

## Park and Ride Lot at l-66/Route 15 Interchange

(In the Northeast Quadrant)

Town of Haymarket and Prince William County, Virginia

State Project No.: PR15-076-236
Federal Project No.: STP-5A01(767)
Contract ID No.: C00109486DB99

Date: September 8, 2017



# DESIGN-BUILD PRICE PROPOSAL CHECKLIST 

Project Name: Park and Ride Lot at I-66/Route 15 Interchange Contract ID Number: C00109486DB99

## > Contents of Price Proposal:

$\searrow$ Cost Breakdown Summary in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.3.1)

Price Adjustment Information and Forms for Fuel and Asphalt, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)

Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications
$\triangle$ Sworn Statement Forms (C-104, C-105, Attachments 4.3.4(a) and 4.3.4(b))


CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file

Submitted by:
Vendor G303 - Allan Myers VA, Inc.
September 8, 2017

## VDOT <br> Virginia Department of Transportation

4.3.1

PRICE PROPOSAL

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## 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 | $\$ 1,185,064^{\underline{c s}}$ |
| :--- | :--- |
| Construction Services (exclude QA/QC), LS | $\$ 4,272,713^{w}$ |
| Quality Assurance (QA) (Construction), LS | $\$ 1250,000^{\infty}$ |
| Quality Control (QC) (Construction), LS | $\$ 90,000^{\circ}$ |

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)

Signature:
Aaron T. Myers, Vice President/General Mgr.
Design-Builder: Allan Myers VA, Inc.
Vendor No.: $\qquad$

## VDOT <br> Virginia Department of Transportation

4.3.2 ADJUSTMENT FORMS
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# EXHIBIT 6.3(a) ADJUSTMENT FOR ASPHALT 

## SPECIAL PROVISION FOR

## ASPHALT MATERIAL PRICE ADJUSTMENT for DESIGN-BUILD PROJECTS

July 6, 2017
All asphalt material listed in the attached "Master Listing of Asphalt Material Items Eligible for Price Adjustment" will be adjusted in accordance with the provisions as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. Any item added through a Work Order which contains Asphalt Material will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

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

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

The amount of adjustment applied will be based on the difference between the Price ProposallContract 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:
$A=Q \times \% A C \times I C$
Where: $\quad \mathrm{A}=$ Asphalt Adjustment Dollar Amount
$\mathrm{Q}=$ Quantity of Asphalt Material put in place during the month
$\% \mathrm{AC}=\%$ 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 Tons SM-12.5A $\times 6.1 \% \times-\$ 15.00 /$ Ton $=-\$ 6,862.50$ 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 Tons BM-25.0A $\times 5.2 \% \times \$ 45.00 /$ Ton $=+\$ 23,400.00$ 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 <br> 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 | 311312 |
| 10420 | Blotted Seal Coat Ty. B | Sy | ATTD |
| 10422 | Blotted Seal Coat Ty. C | Sy | ATTD |
| 10423 | Blotted Seal Coat Ty. C-1 | Sy | ATTD |
| 10424 | Blotted Seal Coat Ty. D | Sy | ATTD |
| 10598 | Ns Asphalt Concrete | Ton | 315 |
| 10606 | Asphalt Concrete Ty. SM-9.5 | Ton | 315 |
| 10607 | Asphalt Concrete Ty. SM-12.5A | Ton | 315 |
| 10608 | Asphalt Concrete Ty. SM-12.5D | Ton | 315 |
| 10609 | Asphalt Concrete Ty. SM-12.5E (76-22) | Ton | 315 |
| 10610 | Asphalt Concrete Ty. IM-19.0A | Ton | 315 |
| 10611 | Asphalt Concrete Ty. IM-19.0D | Ton | 315 |
| 10612 | Asphalt Conc. Base Cr. Ty. BM-25.0 | Ton | 315 |
| 10613 | Asphalt Concrete Ty. BM-37.5 | Ton | 315 |
| 10635 | Asphalt Concrete Ty. SM-9.5A | Ton | 315 |
| 10636 | Asphalt Concrete Ty. SM-9.5D | Ton | 315 |
| 10637 | Asphalt Concrete Ty. SM-9.5E (76-22) | Ton | 315 |
| 10639 | Asphalt Concrete Ty. SM-19.0 | Ton | 315 |
| 10642 | Asphalt Concrete Ty. BM-25.0A | Ton | 315 |
| 10643 | Asphalt Concrete Ty. BM-25.0D | Ton | 315 |
| 10650 | Stone Matrix Asphalt SMA-9.5(70-22) | Ton | 317 |
| 10651 | Stone Matrix Asphalt SMA-9.5(76-22) | Ton | 317 |
| 10652 | Stone Matrix Asphalt SMA-12.5(70-22) | Ton | 317 |
| 10653 | Stone Matrix Asphalt SMA-12.5(76-22) | Ton | 317 |
| 10654 | Stone Matrix Asphalt SMA-19.0(70-22) | Ton | 317 |
| 10655 | Stone Matrix Asphalt SMA-19.0(76-22) | Ton | 317 |
| 10701 | Liquid Asphalt Coating | Sy | ATTD |
| 12505 | Asphalt Concrete Curb Backup Material | Ton | 315 |
| 13240 | Asphalt Concrete Sidewalk | Ton | 504 |
| 16110 | Emul. Asph. Slurry Seal Type A | Sy | ATTD |
| 16120 | Emul. Asph. Slurry Seal Type B | Sy | ATTD |
| 16130 | Emul. Asph. Slurry Seal Type C | Sy | ATTD |
| 16144 | Latex Mod. Emul. Treat. Type B | Ton | ATTD |
| 16145 | Latex Mod. Emul. Treat. Type C | Ton | ATTD |
| 16146 | Latex Mod. Emul. Treat. Rutfilling | Ton | ATTD |
| 16161 | Modified Single Seal | Sy | ATTD |
| 16162 | Modified Double Seal | Sy | ATTD |
| 16249 | Nontracking Tack Coat | Gal. | ATTD |


| 16250 | Liquid Asphalt Matl. CMS-2 (Mod) | Gal | ATTD |
| :---: | :---: | :---: | :---: |
| 16251 | Liquid Asphalt Matl. CMS-2 | Gal | ATTD |
| 16252 | Liquid Asphalt MatI. CRS-2 | Gal | ATTD |
| 16253 | Liquid Asphalt Matl. CRS-2H | Gal. | ATTD. |
| 16254 | Liquid Asphalt MatI. RC-250 | Gal | ATTD |
| 16256 | Liquid Asphalt Matl. RC-800 | Gal | ATTD |
| 16257 | Ns Liquid Asphalt Matl. | Gal | ATTD |
| 16260 | Liquid Asphalt Matl. CRS-2L | Gal | ATTD |
| 16325 | NS Asphalt Concrete | Ton | N/A |
| 16330 | Asphalt Concrete Ty. SM-9.0A | Ton | 315 |
| 16335 | Asphalt Concrete Ty. SM-9.5A | Ton | 315 |
| 16337 | Asph. Conc. Ty. SM-9.5ASL (Spot Level) | Ton | 315 |
| 16340 | Asphalt Concrete Ty. SM-9.5D | Ton | 315 |
| 16342 | Asph. Conc. Ty. SM-9.5DSL (Spot Level) | Ton | 315 |
| 16345 | Asphalt Concrete Ty. SM-9.5E (76-22) | Ton | 315 |
| 16350 | Asphalt Concrete Ty. SM-12.5A | Ton | 315 |
| 16352 | Asph. Con. Ty. SM-12.5ASL (Spot Level) | Ton | 315 |
| 16355 | Asphalt Concrete Ty. SM-12.5D | Ton | 315 |
| 16357 | Asph. Con. Ty. SM-12.5DSL (Spot Level) | Ton | 315 |
| 16360 | Asphalt Concrete Ty. SM-12.5E (76-22) | Ton | 315 |
| 16365 | Asphalt Concrete Ty. IM-19.0A | Ton | 315 |
| 16370 | Asphalt Concrete Ty. IM-19.0D | Ton | 315 |
| 16373 | Asphalt Concrete Ty. IM-19.0A (T) | Ton | 315 |
| 16374 | Asphalt Concrete Ty. IM-19.0D (T) | Ton | 315 |
| 16377 | Asphalt Concrete Ty. BM-37.5 | Ton | 315 |
| 16379 | Asphalt Concrete Ty. IM-19.0T | Ton | 315 |
| 16390 | Asphalt Concrete Ty. BM-25.0A | Ton | 315 |
| 16392 | Asphalt Concrete Ty. BM-25.0D | Ton | 315 |
| 16395 | Asphalt Concrete Ty. BM-25.0A (T) | Ton | 315 |
| 16397 | Asphalt Concrete Ty. BM-25.0D (T) | Ton | 315 |
| 16400 | Stone Matrix Asphalt SMA-9.5(70-22) | Ton | ATTD |
| 16401 | Stone Matrix Asphalt SMA-9.5(76-22) | Ton | ATTD |
| 16402 | Stone Matrix Asphalt SMA-12.5(70-22) | Ton | ATTD |
| 16403 | Stone Matrix Asphalt SMA-12.5(76-22) | Ton | ATTD |
| 16404 | Stone Matrix Asphalt SMA-19.0(70-22) | Ton | ATTD |
| 16405 | Stone Matrix Asphalt SMA-19.0(76-22) | Ton | ATTD |
| 16490 | Hot Mix Asphalt Treatment | Ton | ATTD |
| 16500 | Surf.Preparation \& Restoration Type I | Ton | ATTD |
| 16502 | Surf.Preparation \& Restoration Type li | Ton | ATTD |
| 16504 | Surf.Preparation \& Restoration Type lii | Ton | ATTD |
| 67201 | NS Asphalt Concrete Overlay | Ton | 315 |
| 67210 | NS Asphalt Concrete | Ton | 315 |
| 68240 | NS Asphalt Concrete | Ton | 315 |

# EXHIBIT 6.3 (c) <br> ADJUSTMENT FOR FUEL <br> <br> VIRGINIA DEPARTMENT OF TRANSPORTATION <br> <br> VIRGINIA DEPARTMENT OF TRANSPORTATION <br> SPECIAL PROVISION FOR <br> 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 ProposallContract 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:
$S=(E-B) Q F$
Where; $\mathrm{S}=$ Monetary amount of the adjustment (plus or minus)
$B=$ Base index price

$$
\begin{aligned}
& E=\text { Current index price } \\
& Q=\text { Quantity of individual units of work } \\
& F=\text { Appropriate fuel factor }
\end{aligned}
$$

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


## VDCT <br> Virginia Department of Transportation

4.3.3

PROPOSAL GUARANTY
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## COMMONWEALTH OF VIRGINIA <br> DEPARTMENT OF TRANSPORTATION <br> PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Allan Myers VA, Inc. As principal, and Fidelity and Deposit Company of Maryland 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 8th_D_ Day of September , 2017
WHEREAS, the above said principal is herewith submitting its proposal for:
PROJECT NUMBER: PR15-076-236 Park and Ride Lot at I-66/Route 15 Interchange Design-Build Town of Haymarket and Prince William County, VA Contract ID Number: C00109486DB99
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 paligee 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.


Aaron T Myers, Vice PresidenV/General Maneg
(Principa\&)
By:
(Officer, Partner or Owner) (Seal)
(Principal")
(Officer, Partner or Owner) (Seal)
By: $\qquad$

Fidelity and Deposit Company of Maryland
$B y:$ $\qquad$
(Attorney-in-Fact**) (Seal)
$B y:$ $\qquad$
 (Surety Company)
(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 Bld Only: In lieu of completing the above section of the Contract Periormance Bond, the Principal shall file an Electronic Bid Bond when bidding electronically. By signing below the Princlpal is ensuring the identified electronic bid bond has been executed and the Principal and Surely are firmly bound unto the Commonwealth of Virginia under the same conditions of the bid bond as shown above.

## ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, Denise M. BRUNO, Julia R. BURNET, Joyce M. HOUGHTON, Jonathan F. BLACK, Elizabeth P. CERVINI, David A. JOHNSON, Stephanie S. HELMIG and Sherri L. FEENEY, all of King of Prussia, Pennsylvania, each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New Yofk., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8 , of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of July, A.D. 2017.

ATTEST:
ZURICII AMERICAN INSURANCE COMPANY COLONIAL AMIERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND


> By: Michael P. Bond
> Vice Presiden


By: Dawn E. Brown Secretary

## State of Maryland <br> County of Baltimore

On this 30th day of July, A.D. 2017, before the subscriber, a Nolary Public of the State of Maryland, duly commissioned and qualified, Miclanel P. Bond, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowiedged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above writern.


Constance A. Dunn, Notary Public
My Commission Expires; July 9, 2019


## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attomeys-in-Facl. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attomeys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attomey-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice president of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full foree and effect on the date of this certificate; and I do further certify that Article V , Section 8 , of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the I5th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Atorney... Any such Power or any centificate thereof bearing such lacsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the loth day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, slall be valid and binding upon the Company with the same foree and effeet as though manually affixed

IN IESTIMONY WIIEREOF, I have hcreunto subscribed my name and aftixed the corporate seals of the said Companies, this Bth day of $\qquad$ September , $20 \_17$.


Michael C. Гay
Viee President

# TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO: 

Zurich Surety Claims<br>1299 Zurich Way<br>Schaumburg, IL 60196-1056<br>Email: reportsfclaims@zurichna.com<br>1-800-626-4577

## VDOT

4.3.4 SWORN STATEMENT FORMS

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## COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION

PROJECT: PR15-076-236

FHWA: STP-5A01(767)

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 HA VING 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 59.19.17 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 Henrico (Glen Allen), Virginia
 , 20 $\qquad$
Vice President/General Manager

Allan Myers VA, Inc.
(Name of Firm)
STATE of VIRGINIA
I


By:


COUNTY (CITY) of
To-wit:


County(City) aforesaid, hereby certify that this day Aaron T. Myers
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.


HITE" undjppitgned is duly authorized by the bidder to make the foregoing statement to be filed with bids subpuitied en behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.
$\qquad$ , this $\qquad$ day of $\qquad$ , 20 $\qquad$
By: $\qquad$
$\qquad$
(Name of Firm)
(Signature)
Title (print)

## COMMONWEALTH OF VIRGINIA <br> DEPARTMENT OF TRANSPORTATION AFFIDAVIT

PROJECT: PR15-076-236

FHWA: STP-5A01(767)
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).


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.: <br> 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 Henrico (Glen Allen), Virginia


Aaron T. Myers
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.

day of $\qquad$ $\cdot 20 \frac{17}{2021}$ My Commission expires $Q$ CIOBER 31,2021


ALLAN MYERS
12500 FAIR LAKES CIRCLE
FAIRFAX, VA 22033
703.502.7500


[^0]:    Aaron T. Myers, Vice President/General Manager
    Allan Myers VA, Inc.

