# Letter of Submittal and Attachments - Volume I Electronic Copy 

## A Design-Build Project

## US Route15/29 Improvements at Vint Hill

From: 0.96 Miles South of Route 215 to: Intersection of US 29 and Route 215
Fauquier County, Virginia


Submitted to

## VDロT

 Submitted by

CHEMUNG CONTRACTING CORPORATION

In association with
Volkert

## ATTACHMENT 4.0.1.1

## US Route 15/29 Improvements at Vint Hill, C0114713DB1050 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 | $01-02$ |
|  |  |  |  |
| Acknowledgement of RFP, Revisions, and/or Addenda | Attachment 3.4 (Form <br> C-78-RFP) | Sections 3.4; 4.0.1.1 | 03 |
| Letter of Submittal |  |  | Sections 4.1 |
| Letter of Submittal on Offeror's letterhead | NA | Section 4.1.1 | $04-05$ |
| Offeror's full legal name and address | NA | Section 4.1.1 | 04 |
| Authorized representative's original signature | NA | Section 4.1.1 | 05 |
| Declaration of intent | NA | Section 4.1.2 | 04 |
| 120 day declaration | NA | Section 4.1.4 | 04 |
| Point of Contact information | NA | Section 4.1.5 | 05 |
| Principal Officer information | NA | Section 4.1.6 | 05 |
| Offeror's Corporate Structure | NA | Section 4.1.7 | 05 |
| Full Legal Name of Lead Contractor, Lead Designer, and QA <br> Firm | NA | Section 4.1.8 | 05 |
| Offeror's VDOT prequalification information | NA | Section 4.1.9 | 05 |
| DBE statement confirming Offeror is committed to achieving <br> the required DBE goal | NA | Section 4.1.10 | 05 |
| Interim Milestone and Final Completion Date(s) |  | 04 |  |

## ATTACHMENT 4.0.1.1

## US Route 15/29 Improvements at Vint Hill, C0114713DB1050 LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

| Letter of Submittal Component | Form (if any) | RFP Part 1 Cross Reference | Page Reference |
| :---: | :---: | :---: | :---: |
| Attachments to the Letter of Submittal | NA | Section 4.2 | 06-32 |
| Affiliated and/ or Subsidiary Companies | Attachment 4.2.1 | Section 4.2.1 | 06 |
| Certification Regarding Debarment Forms | Attachment 4.2.2(a) <br> Attachment 4.2.2(b) | Section 4.2.2 | $\begin{gathered} 07 \\ 08-13 \end{gathered}$ |
| Offeror's VDOT prequalification certificate | NA | Section 4.2.3 | 14 |
| Evidence of obtaining bonding | NA | Section 4.2.4 | 15-18 |
| Full size copies of DPOR licenses and SCC registrations | NA | Section 4.2.5 | 20-26 |
| SCC registration information - businesses | Attachment 4.2.5 | Section 4.2.5.1 | 19 |
| DPOR registration information - businesses | Attachment 4.2.5 | Section 4.2.5.2 | 19 |
| Lead Contractor Work History Form | Attachment 4.2.6(a) | Section 4.2.6 | 27-29 |
| Lead Designer Work History Form | Attachment 4.2.6(b) | Section 4.2.6 | 30-32 |
| Conceptual Roadway Plans | NA | Section 4.2.7 | separate volume |
|  |  |  |  |
|  |  |  |  |

## ATTACHMENT 3.4

## COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION

| PROJECT: | US Route 15/29 Improvements at Vint Hill |
| :--- | :--- |
| RFP NO.: | C00114713DB105 |
| PROJECT NO.: | 0029-030-843 |

## ACKNOWLEDGEMENT OF RFP, 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 letter(s) of the date(s) shown hereon:

1. Cover letter of $\qquad$
2. Cover letter of RFP Addendum No. 1 - February 19, 2019
3. Cover letter of $\frac{\text { RFP Addendum No. 2 - February 28, } 2019}{\text { (Date) }}$
4. Cover letter of $\qquad$ RFP Addendum No. 3 - March 8, 2019 (Date)

$\qquad$

Edward C. Dalrymple, Jr.
PRINTED NAME
$\qquad$
TITLE


CHEMUNG<br>CONTRACTING CORPORATION<br>A Dalrymple Company

March 18, 2019

Joseph A. Clarke, P.E., DBIA
Alternate Project Delivery Division
Virginia Department of Transportation 1401 East Broad Street
Richmond, VA 23219

Letter of Submittal Section 4.1
US Route 15/29 Improvements at Vint Hill
Fauquier County, Virginia
State Project No. 0029-030-843
Contract ID Number: C00114713DB105

Dear Mr. Clarke,
Chemung Contracting Corporation (CCC), as the Offeror, is pleased to submit to the Virginia Department of Transportation (VDOT) this Letter of Submittal for the US Route 15/29 Improvements at Vint Hill. The CCC team offers committed highly qualified professionals with the necessary expertise to successfully meet the goals and objectives of this project. The CCC team has thoroughly reviewed the RFP documents along with attending the Pre-Proposal and Utility Meetings, and visiting the project site multiple times. We acknowledge receipt of the Request for Proposal dated February 4, 2019 and revised by Addendum No. 1 dated February 19, 2019, Addendum No. 2 dated February 28, 2019, and Addendum No. 3 dated March 8, 2019 for the above-referenced project.

## Submittal Requirements

The CCC Team submits the information below as detailed in Section 4.1 of the Request for Qualifications:
4.1.1 The full legal name and address of Chemung Contracting is as follows:

Chemung Contracting Corporation, P.O. Box 12, 10496 Quarry Drive, Mitchells, VA 22729
4.1.2 Chemung Contracting Corporation, if selected, will enter into a contract with VDOT for the Project in accordance with the terms of this RFP.
4.1.3 Pursuant to Part 1, Section 8.2, CCC, declares that the offer represented by the Price Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is submitted to VDOT ("Letter of Submittal \& Price Proposal Due Date").
4.1.4 The contact information for Billy Myers (DBPM) who is responsible for the oversight of the entire CCC Team and will be the primary point of contact with VDOT is as follows:
Billy Myers, Design-Build Project Manager 540.829 .7203 (Office)
10496 Quarry Drive
Mitchells, VA 22729
540.829.5593 (Fax)
bmyers@dalholding.com
4.1.5 The principal officer of CCC with whom a $\mathrm{D} / \mathrm{B}$ contract with VDOT would be written is:

Edward C. Dalrymple, Jr., President
10496 Quarry Drive
Mitchells, VA 22729
4.1.6 $C C C$ is a registered Corporation in the Commonwealth of Virginia and will take financial responsibility for the Project. A single $100 \%$ performance bond and payment bond will be provided.
4.1.7 Chemung Contracting Corporation will be the Lead Contractor and as the Offeror will serve as the prime/general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with VDOT. Volkert, Inc. is the prime design consulting firm responsible for the overall design of the Project. Volkert, Inc.is defined as the firm proposed by the Offeror to provide the Quality Assurance Manager for the Project.
4.1.8 CCC is active, in good standing and prequalified to bid on the Project. CCC's prequalification number is C224 and evidence of prequalification is included in Appendix 4.2.3.
4.1.9 CCC is committed to achieving the $10 \%$ DBE participation goal for the Project. CCC consistently meets DBE goals and has met the goal on all previous projects completed in Virginia.
4.1.10 CCC proposes an Interim Milestone of August 2, 2019 and Final Completion Date of September 30, 2019 in accordance with Part 1, Section 2.3.1.

The CCC Team appreciates the opportunity to submit the Letter of Submittal. We are confident that the CCC Team will deliver this project for VDOT and stakeholders that meet safety, quality, and schedule demands of this project.

Respectfully,


Edward C. Dalrymple, Jr., President
Chemung Contracting Corporation

### 4.2.1 Affiliated and/or Subsidiary Companies

## ATTACHMENT 4.2.1

State Project No. 0029-030-843
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.

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

| Relationship with Offeror <br> (Affiliate or Subsidiary) | Full Legal Name | Address |
| :---: | :---: | :---: |
| Subsidiary | Dalrymple Holding Corporation | 2105 S. Broadway, Pine City, NY 14871 |
| Subsidiary | Cedar Mountain Stone Corporation | P.0. Box 12, 10496 Quarry Dr., Mitchells, VA 222729 |
| Subsidiary | Seneca Stone Corporation | 2747 Co. Rd. 121, Seneca Falls, NY 13148 |
| Subsidiary | Dalrymple Realty Corporation | 2105 S. Broadway, Pine City, NY 14871 |
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### 4.2.2 Certification Regarding Debarment

## ATTACHMENT 4.2.2(a)

## CERTIFICATION REGARDING DEBARMENT PRIMARY COVERED TRANSACTIONS

## Project No.: 0029-030-843

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 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.


Chemung Contracting Corporation

[^0]
## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS

## Project No.: 0029-030-843

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.


Volkert, Inc.
Name of Firm
*Volkert, Inc. will be serving as both the Lead Designer and Quality Assurance firm on the Chemung team.

## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS

## Project No.: 0029-030-843

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.


Bowman Consulting Group, Ltd.
Name of Firm

## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT <br> LOWER TIER COVERED TRANSACTIONS

## Project No.: 0029-030-843

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.

$\frac{\text { February 25, } 2019}{\text { Date }} \frac{\text { Principal and Executive Vice-President }}{\text { Title }}$

## CES Consulting LLC

[^1]
## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

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.


Dovetail Cultural Resource Group

[^2]
## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT

## LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-030-843

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.


GeoConcepts Engineering, Inc., A Terracon Company
Name of Firm

## ATTACHMENT 4.2.2(b)

## CERTIFICATION REGARDING DEBARMENT

## LOWER TIER COVERED TRANSACTIONS

## Project No.: 0029-030-843

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.


Precision Measurements, Inc.
Name of Firm

### 4.2.3 Offeror's VDOT Prequalification Certification Evidence

## VDDT

Virginia Department of Transportation

$$
\begin{array}{cl}
\text { Department's List of Prequalified Vendors } & \text { 12:00 AM } \\
\text { Includes All Qualified Levels As Of 2/15/2019 } & \text { Page } 91
\end{array}
$$

Vendor ID: C224
Vendor Name: CHEMUNG CONTRACTING CORPORATION
Prequal Level: Prequalified
Prequal Exp: 03/31/2020
-- PREQ Address --
P.O. BOX 1210496 QUARRY DR.

MITCHELLS, VA 22729
Phone: (540)829-7203
Fax: (540)829-5593

Work Classes (Listed But Not Limited To)
002 - GRADING
003 - MAJOR STRUCTURES
004 - ASPHALT CONCRETE PAVING
007 - MINOR STRUCTURES
045 - UNDERGROUND UTILITIES
054 - MARINE CONSTRUCTION

Bus. Contact: DALRYMPLE, JR., EDWARD CARTER
Email: EDALRYMPLE@DALHOLDING.COM
-- DBE Information --
DBE Type: N/A
DBE Contact: N/A

### 4.2.4 Evidence of Obtaining Bonding

Commonwealth of Virginia<br>Department of Transportation (VDOT)<br>1401 E. Broad Street<br>Annex Building, $8^{\text {th }}$ Floor<br>Richmond, Virginia 23219<br>Attn; Joseph A. Clarke, P.E. DBIA

## Re: Request for Proposal for Chemung Contracting Corporation Project: Design-Build Project, US Route 15/29 Improvement at Vint Hill <br> Fauquier County, Virginia <br> State Project No. 0029-030-843 <br> Contract ID Number: C00114713DB105

Submission Date: March 15, 2019

Dear Mr. Clarke,

As surety for the above captioned contractor, the Travelers Casualty and Surety Company of America, has an A.M. Best Financial Strength Rating of A++ and Financial Size Category of XV. The Travelers Casualty and Surety Company of America acknowledges that the Chemung Contracting Corporation is capable of obtaining a 100\% Performance Bond and a 100\% Labor and Materials Payment Bond in the amount of the anticipated cost of construction as defined in Section $2.2(\$ 3,500,000)$ of the RFP. The said bonds will cover the Project and any warranty periods as provided in the contract documents on behalf of Chemung Contracting Corporation in the event that they are the successful bidder and enter into a contract for this project.

Chemung Contracting Corporation is a highly valued contract surety bond client of Travelers Casualty and Surety Company of America. We have the utmost confidence in their ability to administer and perform a construction contract of this size and magnitude. We would highly recommend them for your consideration.

Very truly yours,
Travelers Casualty and Surety Company of America
$B y$ : $\qquad$
T. M. Tyrrell, Attorney-in-Fact

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CT. 06183 

## SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany $\}^{\text {ss. }}$
On this 5th day of March, 2019, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say: That he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the State of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.


Reisselaer County
Cømm. Exp. 12/18/2022
JAYMIE COLUMBUS
Notary Public, State of New York
Qualified in Rensselaer County
No. 01 C06158181
Commission Explres Dec. 18, 2022

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA <br> HARTFORD，CONNEGTIOUT 08183 <br> FINȦNCIAL STATEMENTAS OF DEGEMBER 31， 2017 

CAPITAL STOOK $\$ 6,480,000$

| ASSEIS |  |  | LAABLTTIESESURPTUS |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CASH AND INVESTED CẢSH ． <br> BONDS <br> STOGKS <br> INYESTMENT INCOME DUE AND ACCRUED <br> OTHER INVESTED ASSETS <br> PREMIUMBALANCES <br> NET DEFERRED TAXASSET <br> REINSURANGE REGOVERABLE <br> SECURITIES LENDING REINVESTED COLLATERAL ASSETS <br> RECEIVABLES FROMPARENT，SUBSIDIARIES AND AFFILIATES ASSUMEDREINSURANCE REGEIVABLE AND PAYABLE <br> OTHERASSETS | \＄ | 137，626，348 | UNEARNED PREMIUMS <br> LOSSES <br> LOSS ADJUSTMENTEXPENSES <br> COMMISSIONS <br> TAXES，LICENSES AND FEES <br> OTHER EXPENSES <br> GURRENT FEDERAL AND FOREIGN INCOME TAXES <br> REMITTANCES AND ITEMS NOTALLOCATED <br> AMOUNTS WITHHELD／RETANED BY COMPANY FOR OTHERS <br> RETROACTIVEREINSURANGE RESERVE ASSUMED <br> POLICYHOLDER DIVIDENDS <br> PROVISION FOR REINSURANCE <br> ADVANCE PREMIUM <br> ESCHEAT LIABILITY <br> PAYABLE FOR SECURITIES LENDING <br> CEDED REINSURANGE NET PREMIURSS FAYABLE <br> OTHER ACCRUED EXPENSES AND LABBILITIES <br> TOTAL LLẢBILITIES | \＄ | 920，416，346 |
|  |  | 3，372，829，396 |  |  | $820,933,807$ |
|  |  | 325，090，613 |  |  | 141， 714,296 |
|  |  | 38，230，403 |  |  | 42，188，100 |
|  |  | 2，641，903 |  |  | 13，242，950 |
|  |  | 2357706,836 |  |  | 42， 889,178 |
|  |  | 46，322，453 |  |  | 1，313，124 |
|  |  | 23，906，019 |  |  | 82，645，307 |
|  |  | 20，555，872 |  |  | 35，824，03日 |
|  |  | 21，488，218 |  |  | $\xrightarrow{793,03 日}$ |
|  |  | 626，835 |  |  | 9，657，423 |
|  |  | 5，796，705 |  |  | 5，066，341 |
|  |  |  |  |  | 1，237， 6143 |
|  |  |  |  |  | 20，555，872 |
|  |  |  |  |  | 3e，704，062 |
|  |  |  |  |  | 686，469 |
|  |  |  |  |  | ，216，124，273 |
|  |  |  | CAPITAL STOCK | \＄ | 8，480，000 |
|  |  |  | PAID IN SURPLUS |  | 433，803， 760 |
|  |  |  | QTHER SURPLUS |  | ， $876,352,567$ |
|  |  | － | TOTALSURPLUS TO POLICYHOLDERS |  | 016，636，327 |
|  |  |  |  |  |  |
| TOTAL ASSETS |  | 4，232，760，598 | TOTAL LLA日ILITIES \＆SURPLUS |  | 232，760，598 |


| STATE OF CONNECTIGUT | ） |
| :--- | :--- |
| COUNTY OF HARTFORD | ）SS． |
| CITY OF HARTFORD | ） |

MIGHAEL J．DOODY，BEING DULY SWORN，SAYS THAT HE IS SECOND VICE PRESIDENT，OF TRAVELERS GASUALLTY AND SURETYCOMPANY OF AMERICA， AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF，THEFOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL GONDITION OF SAID COMPANY AS OF THE 3\｛STDAY OF DECEMEER， 2017.

SUBSCRIBED AND SWORNTO BEFORE ME THIS fITH DAY OF MARCH： 2018



## Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint T.M. Tyrrell of Albany, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.


State of Connecticut

City of Hartford ss.

By:


Robert L. Raney, Sefíor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021


marie $c$ Jetreault

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th
day of March


To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

### 4.2.5 DPOR Licenses \& SCC Registrations

## ATTACHMENT 4.2.5

## State Project No. 0029-030-843

## 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 eFile |
| :--- |
| SCC eFile Home Page |
| Check Name |
| Distinguishability |
| Business Entity Search |
| Certificate Verification |
| FAQs |
| Contact Us |
| Give Us Feedback |
| Business Entities |
| UCC or Tax Liens |
| Court Services |
| Additional Services |

CHEMUNG CONTRACTING CORPORATION

## General

## SCC ID: F0487456

Entity Type: Foreign Corporation Jurisdiction of Formation: NY
Date of Formation/Registration: 7/31/1985
Status: Active
Shares Authorized: 1000

Principal Office

```
2105 S. BROADWAY
PINE CITY NY14871
```


## Registered Agent/Registered Office

```
SAMUEL R WALKER
FRAY HUDSON CLARK & WALKER LLP
115 S WEST ST
CULPEPER VA 22701
CULPEPER COUNTY 123
Status: Active
Effective Date: 4/8/2015
```


## 



## State © Orfaration Commizsian

## CERTIFICATE OF GOOD STANDING

## I Certify the Following from the Records of the Commission: That CHEMUNG CONTRACTING CORPORATION, a corporation incorporated under the law of New York, is authorized to transact business in the Commonwealth of Virginia;

That it obtained a certificate of authority to transact business in Virginia from the Commission on July 31, 1985; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.


Signed and Sealed at Richmond on this Date:
February 5, 2018


## COMMONWEALTH of VIRGIINIA

EXPIRES ON 10-31-2019

Department of Professional and Occupational Regulation 9960 Mayland Drive. Suite 400, Richmond. VA 23233

Telephone: (804) 367-8500

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* CBC ELE H/H HVA PLB RBC


CHEMUNG CONTRACTING CORP


10496 QUARRY DR
PO BOX 12
MITCHELLS, VA 22729

Status can be verified at http:/www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)
DISTR COMMONWEALTH OF VIRGINIA
Department of Professional and Occupational Regulation
CLASS A BOARD FOR CONTRACTORS CONTRACTOR
*CLASSIFICATIONS* CBC ELL HAH HVA PLB BC NUMBER: 2701026859 EXPIRES: 10-31-2019

CHEMUNG CONTRACTING CORP 10496 QUARRY DR
PO BOX 12
MITCHELLS, VA 22729

## Commonwealth of Virginia

## State Corporation Commission

## SCC eFile

SCC efile Home Page Check Name Distinguishability Business Entity Search Certificate Verification FAQs
Contact Us
Give Us Feedback
Business Entities
UCC or Tax Liens
Court Services
Additional Services

Volkert, Inc.

## General

SCC ID: F1366592
Entity Type: Foreign Corporation Jurisdiction of Formation: AL
Date of Formation/Registration: $1 / 21 / 1999$
Status: Active
Shares Authorized: 2250

## Principal Office

P.O. BOX 7434

MOBILE AL36670

## Registered Agent/Registered Office

```
CORPORATION SERVICE COMPANY
100 Shockoe Slip Fl }
Richmond VA 23219
RICHMOND CITY }21
Status: Active
Effective Date: 1/1/2018
```



## Richimond, December 7, 2009

This is to certify that a certificate of authority to transact business in Virginia was issued and admitted to record in this office for

Volkert, Inc.
(Formerly known as Volkert \& Associates, Inc.) (Formerly known as David Volkért \& Associates, Inc.) (Date of qualification - January 21, 1999)
a corporation organized under the laws of $\mathcal{A L A B A M A}$ and that the said corporation is authorized to transact business in Virginia, subject to all Tirginia laws applicable to the corporation and its 6usiness.


State Corporation Commission Attest:


## 



## State Cinrparatiun Conmmiszian

## CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:
That Volkert, Inc., a corporation incorporated under the law of Alabama, is authorized to transact business in the Commonwealth of Virginia;

That it obtained a certificate of authority to transact business in Virginia from the Commission on January 21, 1999; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.


Signed and Sealed at Richimond on this Date: January 6, 2017


## COMMONWEALTH I of VIRGIINIA

Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS BUSINESS ENTITY REGISTRATION

## VOLKERT INC

6225 BRANDON AVE STE 540
SPRINGFIELD, VA 22150

Status can be verified at http://www.dpor.virginia.gov


DPPRR COMMONWEALTH of VIR GINLA

BOARD FOR APELSCIDLA
BUSINESS ENTITY REGISTRATION
NUMBER: 0407002610 EXPIRES: 12-31-2019
PROFESSIONS: LA, ENG
VOLKERT INC
6225 BRANDON AVE STE 540
SPRINGFIELD, VA 22150

## 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: D260172 Route 17 <br> Location: Chemung County, NY | Name: New York State Department of Transportation | Name of Client/ Owner: New York <br> Department of Transportation <br> Phone: (607) 324-8481 <br> Regional Construction Engineer: Chris <br> Giles <br> Phone: (607) 324-8481 <br> Email: christopher.giles@dot.ny.gov | 06/30/2007 | 09/07/2007 <br> Time extension due to C.O. (see note in F .) | \$18,252 | \$19,712 <br> C.O. for addition of GEO grids \& 32,500 tons of T\&L | \$13,109 |



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

## OVERVIEW

To improve safety and maximum capacity, NYSDOT designed this project to rehabilitate primary arterial Route 17, a PCC pavement project constructed in 1970. The scope included upgrading seven miles of Route 17 to interstate highway standards, with rehabilitation of 13 existing bridges, ramps, removal of cattle crossing, all while maintaining traffic for both east and west bound lanes.

## RESPONSIBILITIES

Chemung served as the prime contractor for the reconstruction of Rt. 17. Scope included roadway reconstruction, detour of existing Rt. 17, bridge upgrades, ramp improvements, storm drainage, maintenance of traffic with multiple sequence scheduling, aggregate, asphalt rehabilitation and construction management of subcontractors. Scope included 238,483 CY excavation, rubblizing existing Portland cement concrete pavement of $154,345 \mathrm{SY}, 32,984 \mathrm{CY}$ subbase material, 152,386 TN of asphalt paving, and reconstruction of eight structures including bridge joints, facia walls, and barrier.

PROOF OF QUALITY PERFORMANCE

- This project is representative of a primary arterial roadway project with a construction value in excess of $\$ 3,000,000$ that achieved on schedule completion.
- Participation with stakeholders was paramount to maintain strong relationships.

Relevant Project Elements

- During reconstruction of structures and roadways, prepared a detailed schedule of materials and staging to maintain access along the - Primary Arterial Roadway Project - Transportation Management Plan
- Use of echelon paving to eliminate joints roadway.
- Use of multiple plants allowed for the placement of asphalt pavement with pavers in echelon placing up to 8,000 tons per shift avoiding centerline joint.


## LESSONS LEARNED

- Team Partnering - Chemung and NYSDOT managed the successful Partnering Program through innovative open honest dialogue while discussing project issues and aggressive resolution response times.
- Phased Construction - Multiple traffic shifting throughout project while maintaining active east and west bound lanes

 Pennsylvania but maintained by NYDOT).


## 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 Estimat Contract Value |  |
| Name: SR6015 Section <br> Location: Mansfield, PA | Name: Pennsylvania Department o Transportation | Name of Client/ Owner: Pennsylvania <br> Department of Transportation <br> Phone: (570) 368-4229 <br> Project Manager: Tim Sullivan <br> Phone: (570) 368-4271 <br> Email: timsulliva@pa.gov | 09/03/2004 | 09/02/2004 Completed one day ahead of schedule | \$18,196 | Met budget set by state but C.O.'s increased final contract value. | \$14,060 |
| 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. |  |  |  |  |  |  |  |
| OVERVIEW |  |  |  |  |  |  |  |
| The project consisted of constructing approximately 10.5 miles of Route 15 (Future I-99), a primary arterial roadway, and rehabilitating four bridges near and around Mansfield, PA. One of the bridges carried new southbound lanes of S.R. 6015 over the Tioga River. This element was part of the enhancement of the S.R. 6015 to a four-lane limited access highway that would eventually become part of the Interstate 99 corridor. This structure was built adjacent to an existing companion structure. |  |  |  |  |  |  |  |
| RESPONSIBILITIE |  |  |  |  |  |  |  |
| Chemung Contracting/Dalrymple Gravel and Contracting Corp., wholly owned subsidiaries of Dalrymple Holding Corporation, constructed the project and were responsible for all aspects of the work. The major items of work included approximately 221,000 tons of asphalt paving; eight structure rehabilitations, four of which included Design-Build of the bridge decks and parapets; installation of drainage pipe; $80,000 \mathrm{ft}$ of base drain; a 94 " pipe culvert and a $20^{\prime}$ ' $6^{\prime}$ ' box culvert; electrical; guide rail; installation of concrete barrier and curb and other miscellaneous work. A key team member proposed for the Fauquier County Design-Build Project served on the management team on this project. Likewise, all materials (aggregates, asphalt, and ready mix concrete) for the project were provided by mines and asphalt plants owned by Dalrymple Holding Corporation as will be the case for the Fauquier County project on Route 15/29 at Vint Hill Road. |  |  |  |  |  |  |  |
| PROOF OF QUALITY PERFORMANCE |  |  |  |  |  |  |  |
| - This previous PennDOT project is representative of a primary arterial roadway project with a construction value in excess of $\$ 3,000,000$ that achieved early contract completion construction was completed ten months ahead of schedule. <br> - Maintained traffic on the companion structure during construction. |  |  |  |  |  | The US Route 15 that crosses Vint Hill Road in Fauquier County is one and the same as this northern location of US Route 15 in Pennsylvania. |  |
| - At Canoe Camp Creek, which had to be constructed prior to the start of the S.R 6015 Section 61P project, mitigated permanent impacts to both wetlands and waterways by stabilizing streams and restoring the riparian corridor. |  |  |  |  |  | Relevant Project Elements <br> - Transportation Management Plan to accommodate MOT <br> - Stakeholder Coordination <br> - Public Involvement <br> - Eliminated impacts to historical property <br> sue their goals while maintaining daily communication with all |  |
| LESSONS LEARNED |  |  |  |  |  |  |  |  |
| - Public Safety - Extensively planned for the safe passage of workers and the traveling public through the use of proven tried and true construction methods that reduced risks associated with designs or could result in further delays. For example, auto-grading equipment controlled the line and grade of subbase materials, ensuring that finish grades were at proper height. |  |  |  |  |  |  |  |  |
| - Public Awareness - Implemented an environmental team to promote education, assistance, and visual aids to comply with regulations and took proactive measures with stakeholders to pursue their goals while maintaining daily communication with all agencies and committees. |  |  |  |  |  |  |  |  |

## 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: D258568 Elmira Arterial <br> Location: Chemung County, NY | Name: New York State Department of Transportation | Name of Client/ Owner: New York <br> Department of Transportation <br> Phone: (607) 324-8481 <br> Region Construction Engineer: Chris <br> Giles <br> Phone: (607) 324-8481 <br> Email: christopher.giles@dot.ny.gov | 11/30/2001 | 05/28/2002 <br> Contract Extension for Tree Growing Period | \$8,523 | \$8,223 <br> Under Budget | \$6,123 |



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

## OVERVIEW

To improve safety and maximum capacity, NYSDOT designed this project to construct new Route 14 and relocate existing Seeley Creek - moving a primary roadway through the local intersections to a bypass.

## RESPONSIBILITIES

Chemung, a wholly owned subsidiary of Dalrymple Holding Corporation, served as the prime contractor for the construction of Rt. 14 and relocation of Seeley Creek responsible for roadway construction, rerouting and bank stabilization of Seeley Creek, lighting, storm drainage, maintenance of traffic, scheduling, aggregate, asphalt paving, box culverts, and construction management of subcontractors. In addition, the scope of work included constructing multiple box culverts, $52,192 \mathrm{CY}$ impermeable embankment in place, 21,109 tons of heavy stone fill (imbricated rip rap), 121,778 CY unclassified excavation dispose, 158,291 CY embankment in place, 53,810 CY borrow material, $2,598 \mathrm{CY}$ select granular fill, $27,900 \mathrm{CY}$ stone, $4,550 \mathrm{SY}$ of sound wall, and $51,335 \mathrm{TN}$ of asphalt paving.

## PROOF OF QUALITY PERFORMANCE

- This project is representative of a primary arterial roadway project with a construction value in excess of $\$ 3,000,000$ that achieved on schedule completion.
- Participation with stakeholders was paramount to maintain strong relationships.
- Recipient of DEQ award for stream relocation and placement of imbricated rip rap systems
- Development of wetlands for Ducks Unlimited in conjunction with construction of the project.


## LESSONS LEARNED

- Team Partnering - Chemung and NYSDOT managed a successful Partnering Program through innovative open honest dialogue while discussing project issues on a regular basis and implementation of aggressive resolution response times.
- Stream \& Wetland management - developed means and methods to deal with state agencies and environmental communities to address site issues and develop an improved and timely finished project.
- Public Safety - Created and managed strong relationships with all stakeholders to accommodate activities throughout project duration.
- Primary Arterial Roadway Project - Transportation Management Plan - Stakeholder Coordination



### 4.2.6 Work History Form - Lead Designer

### 4.2.6 Work History Form - Lead

## 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 <br> Contract Value <br> (Actual or <br> Estimated) |  |
| Name: Courtland <br> Interchange on Route 58 <br> (Southampton Parkway) <br> Location: Southampton County, VA | Name: Curtis Contracting, Inc. | Name of Client: VDOT Hampton <br> Roads District <br> Phone: (540) 332-9075 <br> Project Manager: Bruce Duvall, PE <br> Phone: (757) 494-5480 <br> Email: bruce.duvall@vdot.virginia.gov | 03/2016 | $\begin{gathered} 12 / 2018 \\ \begin{array}{c} \text { Completed On- } \\ \text { Time } \end{array} \end{gathered}$ | \$15,000 | \$15,000 | \$2,601 |


 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.


Route 58 is a four-lane, divided, primary arterial, an east-west highway and a National Highway Safety
designated corridor, serving as a primary evacuation route and an economic thoroughfare connecting I-95 and I-
85 with the Hampton Roads region.
Volkert's approach involved multiple disciplines to achieve a context-sensitive design that preserves the scenic and environmental resources of the area - wetlands and property owned by the Cheroenhaka Indian Tribal Heritage Foundation - and adds lasting value while achieving VDOT's goal for an operationally efficient and safe interchange.
Providing project management and civil, structural, traffic, and hydraulic engineering services, Volkert developed a design that consolidates three intersections and provides a new gateway to Courtland.
The design consists of a new 224 -foot-long two-span interchange bridge, and ramps; two roundabouts; a new 525 -foot-long five-span bridge over wetlands; roadway widening to add an auxiliary lane; constructed wetlands; retaining walls; signs; and pavement markings.
The design of surface-flow constructed wetlands was a cost-effective and innovative way of dealing with high groundwater elevations. The technology used removes pollutants while expanding the natural ecosystem. Impacts to wetlands were minimized with longer bridge spans, reducing the number of piers supporting the new bridge, and with pile bents to eliminate excavation. Utility relocations and ROW acquisition were reduced by widening Route 58 in the median. By replacing stop-controlled intersections with roundabouts, Volkert's design eliminated stops, increased safety, and calmed traffic.
"I can convey that the District Project Management Office is very pleased with Volkert's responsiveness, technical and professional guidance, and aggressive design advancement on this project. Another very strong trait that the Volkert team has brought to this project is its thorough knowledge of VDOT's project development process; which, I believe, is invaluable."
$\sim$ Bruce Duvall, PE, District Manager
Project Management Office, VDOT

Proposed Consistent Team Members
Keith Weakley, PE, DBIA
Robert Hester, PE
Ty Lee, PE
Jason Jiménez-Pisani, PE
Bharat Bhargava, PE
Hari Thaker, PE, PTOE
Manuel Rehardson, PE, PTOE
Brian Graham, PE

Traffic engineering services included the development of the IJR on an accelerated schedule. The study recommended two ramp terminal roundabouts to provide unimpeded traffic flow along US 58 , and enhance mobility and vehicular safety through the corridor. As part of on-going traffic engineering services, Volkert performed barrier analysis for proposed temporary traffic control plans and developed a TMP.
The structural design includes jointless pre-stressed concrete bulb-tee bridges, providing long-term low maintenance solutions for VDOT. Designs for both bridges include MSE walls, which helped reduce impacts to right of way and wetlands.
Evidence of Good Performance
Volkert met VDOT's design schedule on-time and within budget, providing a cost-effective design that reduced wetlands and ROW impacts, eliminated left turns, improved sight distance,
Relevant Project Elements

- New interchange with structures \& ramps
- 2.9-miles of roadway designed
- IJR on an accelerated schedule
- Two new roundabouts
- Route 58 roadway widening
- Safety \& operations improvements
- Drainage and SWM
- Innovative SWM design included 1.5
acres of surface-flow constructed
wetlands
- Transportation Management Plan
- Signing \& pavement marking
- MSE retaining walls
- Minimize ROW acquisition
- Minimized utility relocation coordination
- Addressed challenging geotechnical
conditions provided safer access, and calmed traffic. Volkert continued to provide construction engineering services through the construction phase.
(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: US 15 / 17 / 29 / 29 <br> Business (Warrenton <br> Bypass) <br> Location: Fauquier County, VA | Name: Shirley Contracting Co. of Lorton | Name of Client.: VDOT <br> Charlottesville Project Office <br> Phone: (434) 293-0011 <br> Project Manager: Harold Jones, Jr., PE <br> Phone: (434) 529-6311 <br> Email: harold.jones@vdot.virginia.gov | Winter 2019 [Design Build Contract] | November 2020 [Design Build Contract] | \$19,600 | \$19,600 | \$749 |


 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.
 The US $15 / 17 / 29$ / 29 Business (Warrenton Bypass) corridor is a busy commuter route - the convergence of multiple primary arterials - on the same corridor as the US Route $15 / 29$ Improvements at Vint Hill project - carrying approximately 43,500 motorists each day to employment centers in
Northern Virginia. With substantial growth in the area traffic is expected to increase to more than 74,000 by 2040 When the Warrenton Bypass was Northern Virginia. With substantial growth in the area, traffic is expected to increase to more than 74,000 by 2040 . When the Warrenton Bypass was constructed in the 1980s, VDOT envisioned an interchange at Lord Fairfax Drive. With significant traffic delays and backups at the signalized intersection with Lord Fairfax Drive (Route 880), VDOT moved forward with the project.
In the course of the preliminary design contract, the project was selected for the Alternative Delivery Program. Volkert supported VDOT with not only finalizing the preliminary design, but also with development of bridging documents and support at the Public Hearing. Volkert is currently providing review of the design-build (D-B) construction documents.
Civil Engineering Services
Volkert studied solutions for improving traffic operations along the corridor with a focus on safety, efficiency, and economy. The study addressed operational efficiency including impacts to three adjacent intersections, safety, geometric feasibility, environmental impacts, and planning. Both at-grade and grade-separated alternatives were screened and studied including the following conventional and innovative interchange and intersection configurations:

- No-build at-grade intersection
- Tight diamond interchange with roundabout terminal intersections
- Displaced left-turn intersection
- Diverging, Tight and Single Point diamond interchange

Volkert's multi-disciplinary preliminary design incorporated a grade-separated interchange with two innovative roundabout solutions for ramp terminals connecting to existing local urban roadways. Volkert completed the project risk analysis matrix and participated in the risk analysis meeting in support of preparation of design-build documents.
Detailed Cost Analysis and Alternative Evaluation - to reduce construction costs as part of the effort to meet the constrained Smart Scale Budget of $\$ 26.3 \mathrm{M}$ on the project, Volkert provided a
 used to evaluate contractor bids as well. The cost estimates (and work order analyses) generated by CoBRA are highly accurate and an exclusive Volkert added-value for VDOT on the US Route $15 / 29$ Improvements at Vint Hill project.

 feasibility, environmental impacts, cost, and planning.
 are available to provide support with the design and MOT plans.

## LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)
 effective alternative to bridge construction, and which reduced the project footprint and minimized ROW impacts. Significant cost savings were also achieved by using cost-effective materials where appropriate
which reduced the amount and size of equipment required for construction. High-performance steel reduced the overall quantity and cost of steel
Evidence of Good Performance
 aesthetic treatments on and under the bridges; and turned SWM ponds into attractive water features.
With an extremely fast-track design, the project progressed from $30 \%$ roadway plans to $\operatorname{RFC}(100 \%)$ drawings within a span of 10 months and within budget.

## \& VolKert

## US Route15/29 Improvements at Vint Hill

Fonn 0.96 Willes South of Route 215 to: Intersection of US 29 and Route 215
Fauquier Gounty, Virginia
State Poject No, 0029-030-84B, P101, R201, C501 \| Federal Project No: HSJP-5B01(020) \| Contract ID Number: COOIf4 (13DB105


Submitted to
VDロT

Submitted by


CHEMUNG
CONTRACTING CORPORATION A Dalrymple Company

In association with
VOBKERT



SHEET NO. 1 $\begin{array}{ll}\text { SHEET } & \text { NO. } 1 A \\ \text { SHEET } & \text { NO. IB } \\ \text { SHEET } & \text { NO. } 1 /\end{array}$ SHEET NO. IC SHEET NO. IE SHEET NO. IF(I) - IF(2) SHEET NO. 2A-2
SHEET NO. 3 SHEET NO. 3
SHEET NO. 4 SHEET NO. 5
title sheet PROJECT LOCATION MAP INDEX OF SHEETS
RIGHT OF WAY DATA SHEET
UTILITY OWNERS
CONSTRUCTION ALIGNMENT DATA SHEETS CONSTRUCTION ALII TYPICAL SECTION
PLAN - US 29 NB PLAN - US 29 NB PLAN - US 29 NB



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DOMIIION ENERGY - DISTRIBUTION
1719 Hydroulic Rood 22906
Contoct: Mr-Nothoniel Horstick - Electric T\&D Projects Manager
Mobile Telephone: 57-992-5339
Emal': nothoneiel.d.horstickedominionenergy.com
northern virginia electric cooperative (novec)
5399 Wellington Branch Drive
Contoct: Mr. Kevin Whyte- Mannger.Distribution Engineering


## VERIZON VIRGINIA,LLC

901 Prince Edword Street
Fredericksbura
Contoct: Mr.Dove Russell - Supervisor, Network Engineering \& Operotions
Office Telephone: 540-368-8i76
Email: dovid.arusselloverizon.com
VERIZON BUSINESS (MCI)
12379 Surrise Volley Drive, Suite A
Contoci: Adom Rice- Leod Specialist Engineer


COMCAST CABLE
5304 Kings Court
Frederick.Moryland 21703
Contoct: Amy Goad -Construction Supervisor
Office Telephone: 301-625-340
E-mail: amy_goodecomcost.com

CONCEPTUAL PLANS | THESE PLANS ARE UNFINISHED |
| :--- |
| AND UNAPPROVED AND ARE NOT | ANO UNAPROOED AND ARE NOT

TOO BE USED FOR ANY TYPE TO BE USED FOR NNY TYPE
OF CONSTRUCTON OR THE

| ACOUISITION OF RIGHT OF WAY. |
| :--- | ADDITIONAL EASEMENTS FOR UTILITY RELOCATIONS MAY BE REOURED BEYOND THE PROPOSED RIGHT-

WAY SHOWN ON THESE PLANS.








## CHEMUNG CONTRACTING <br> CORPORATION <br> A Dalrymple Company <br> \& VOLKERT

## Price Proposal <br> Electronic Copy

## A Design-Build Project

## US Route15/29 Improvements at Vint Hill

From: 0.96 Miles South of Route 215 to: Intersection of US 29 and Route 215
Fauquier County, Virginia
State Project No.: 0029-030-843, P101, R201, C501 | Federal Project No.: HSIP-5B01(020) | Contract ID Number: C00114713DB105


March 19, 2019

Submitted to

## VDOT

 Submitted by

CHEMUNG CONTRACTING CORPORATION

In association with
Volkert

## ATTACHMENT 4.0.1.2

## DESIGN-BUILD PRICE PROPOSAL CHECKLIST

## Project Name: US Route 15/29 Improvements at Vint Hill

 Contract ID Number: C00114713DB105
## > Contents of Price Proposal:

Cost Breakdown Summary in whole numbers for the Base Scope and Scope Alternatives and the Proposal Price, in both numbers and words, which is the sum for the Base Scope and Scope Alternatives provided (Attachment 4.3.1) within VDOT's Maximum Contract Value.


Price Adjustment Information and Forms for Fuel, Steel, and Asphalt, including identification of pay items and associated quantities eligible for adjustment for the Base Scope and Scope Alternatives (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 for the Base Scope and Scope Alternatives

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

### 4.3.1 Cost Breakdown Summary

## ATTACHMENT 4.3.1

## PRICE PROPOSAL FORM

4.3.1 For the Base Scope and Scope Alternatives (if included), Offeror shall specify the pricing information for the items below, the dollar amount shall be in whole numbers:

Price Proposal Cost Breakdown Summary;
Design Services, LS
Construction Services (exclude QA/QC), LS
Quality Assurance (QA) Construction, LS
Quality Control (QC) Construction, LS
All Other Costs, LS
$\$ 303,000.00$
$\$ 3,075,214.45$
$\$ 97,000.00$
$\$ 66,354.00$
$\$ 3,000.00$

Offeror shall specify the included Scope Alternatives:
Scope Alternatives (Place an $\mathbf{X}$ next to the included Scope Alternatives);
Scope Alternative 1
Scope Alternative 2


Base Scope plus Scope Alternatives 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): Three million five hundred forty four thous and
five hundred sixty eight dollars and (\$3,544,568.45)
forty five cents

Signature:


Design-Builder: Chemung Contracting Corporation
Vendor No.: $\qquad$

### 4.3.2 Adjustments to Asphalt, Fuel and Steel Prices

# EXHIBIT 6.3(a) ADJUSTMENT FOR ASPHALT <br> <br> SPECIAL PROVISION FOR <br> <br> SPECIAL PROVISION FOR ASPHALT MATERIAL PRICE ADJUSTMENT for DESIGN-BUILD PROJECTS 

February 4, 2019
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 $64 \mathrm{E}-22$ 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 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:
$\mathrm{A}=\mathrm{Q} \times \% \mathrm{AC} \times \mathrm{IC}$
Where: $\quad \mathrm{A}=$ Asphalt Adjustment Dollar Amount
$Q=$ 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 other than PG 64S-22 and PG 64E-22 will be based on the indexes for PG 64S22. 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 | 311312 |
| 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 |

Request for Proposals
Part 3
Lump Sum Agreement
February 4, 2019

US Route 15/29 Improvements at Vint Hill Fauquier County, Virginia Project No. 0029-030-843 Contract ID \# C00114713DB105

| 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 MatI. 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 MatI. 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 | Asphatt 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 |

Request for Proposals

## Part 3

Lump Sum Agreement
February 4, 2019

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

Commonwealth of Virginia

## SPECIAL PROVISION COPIED NOTE FOR POLYMER MODIFIED (PG 76-22 and PG 70-28) ASPHALT CEMENT ADJUSTMENT DESIGN-BUILD PROJECTS

August 9, 2013
When asphalt concrete mixtures require the use of Performance Graded asphalt cement PG 76-22 or PG 70-28, the Contractor shall show in the space provided on Form $\mathrm{C}-16 \mathrm{~A}$ included in the Price Proposal submitted by the Contractor, the f.o.b. cost per ton for asphalt cement PG 76-22 or PG 70-28 upon which bid items containing PG 76-22 or PG 70-28 were developed.

During the life of the Contract, the Contractor shall document to the Department, by invoice signed by the supplier, his cost for PG 76-22 or PG 70-28 used. The Department will then adjust payments for asphalt concrete containing PG 76-22 or PG 70-28 by the difference in the actual f.o.b. price and the f.o.b. quote submitted with the Price Proposal. Adjustments will be made at the time for partial payments for asphalt concrete containing PG 76-22 or PG 70-28 in accordance with the requirements of Section 109.08 in the Division I Amendments (Part 5) of the design-build contract.

In the event the Design-Builder fails to show on Form C-16A of the Price Proposal the f.o.b. cost per ton for asphalt cement PG 76-22 or PG 70-28 upon which material items containing PG 76-22 or PG 70-28 were developed, or during the life of the contract fails to provide the appropriate invoices with the Current Index for asphalt cement PG 76-22 or PG 70-28 for the applicable calendar month during which the work was performed, the Department will base the price adjustment for asphalt concrete containing PG 76-22 or PG 70-28 asphalt cement on the indexes for PG 64-22 in accordance with the Special Provision For Asphalt Material Price Adjustment Design-Build Projects included in the Contract.

POLYMER MODIFIED (PG 64V-28) ASPHALT CEMENT ADJUSTMENT When asphalt concrete mixtures require the use of Performance Graded asphalt cement PG 64V-28, the Contractor shall show in the space provided on Form C16A of the electronic bid proposal submitted by the Contractor, the f.o.b. cost per ton for asphalt cement PG 64V-28 upon which bid items containing PG 64V-28 were developed.

During the life of the Contract, the Contractor shall document to the Department, by invoice signed by the supplier, his cost for PG 64V-28 used. The Department will then adjust payments for asphalt concrete containing PG $64 \mathrm{~V}-28$ by the difference in the actual f.o.b. price and the f.o.b. quote submitted with the bid. Adjustments will be made at the time for partial payments for asphalt concrete containing PG 64V-28 according to Section 109.08 of the Specifications.

In the event the Contractor fails to show on Form C-16A of the electronic bid proposal the f.o.b. cost per ton for asphalt cement PG 64V-28 upon which bid items containing PG 64V-28 were developed, or during the life of the contract fails to provide the appropriate invoices with the Current cost for asphalt cement PG 64V-28 for the applicable calendar month during which the work was performed, the Department will base the price adjustment for asphalt concrete containing PG 64V-28 asphalt cement on the indexes for PG 64S-22 according to the Special Provision For Asphalt Material Price Adjustment included in the Contract.

6-15-15; Reissued 7-12-16 (SPCN)

# EXHIBIT 6.3 (c) ADJUSTMENT FOR FUEL <br> 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 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 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.ora/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 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 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:
$S=(E-B) Q F$
Where; $\mathrm{S}=$ Monetary amount of the adjustment (plus or minus)
$B=$ Base index price
$\mathrm{E}=$ Current index price
$Q=$ Quantity of individual units of work
F = Appropriate fuel factor

Request for Proposals
Part 3
Lump Sum Agreement
February 4, 2019

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.
$\sqrt{ }$ I elect to use this provision
I elect not to use this provision

Date: 03/14/19
Signature:
Vendor No.: C224

# EXHIBIT 6.3(d) <br> ADJUSTMENT FOR STEEL <br> VIRGINIA DEPARTMENT OF TRANSPORTATION <br> SPECIAL PROVISION FOR <br> 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 ProposallContract 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, nonstandard pay items will not be eligible for steel price adjustment unless such steel items are projectspecific 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:

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

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.

Request for Proposals

## Part 3

Lump Sum Agreement
February 4, 2019

US Route 15/29 Improvements at Vint Hill

## Fauquier County, Virginia

Project No. 0029-030-843 Contract ID \# C00114713DB105

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
03/14/19

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.

$\mathrm{We} / \mathrm{l}$, 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.
Chemung Contracting Corp 2
Chemung Contracting Corp.
Design-Builder
03/14/19
$\frac{03 / 14 / 19}{\text { Date }}$

Project bid on April 28, 2004.

Project has $450,000 \mathrm{lb}$. 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.

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; $\quad A=$ 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
$B=\$ 0.2816$
$P=(161.1-139.6) / 139.6-0.10=0.054$
$Q=450,000 \mathrm{lb}$.
$A=0.2816 \times 0.054 \times 450,000$
$A=\$ 6,842.88$ pay adjustment to Design-Builder

Project bid on April 28, 2004.

Project has $450,000 \mathrm{lb}$. 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.

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; $\quad A=$ 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 lb
A=0.2816 \times 0.030 < 450,000
A=$3,801.60 credit to Department
```


## MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

June 8, 2018

BLS Series I. D.

| UNITS | Number WPU used in \$ adjust. |
| :---: | :---: |
| SF | avg. 1017 \& 101 |
| LB | 101704 |
| LB | avg. 1017 \& 101 |
| LB | 101704 |
| LB | 101704 |
| LB | 101704 |
| LF | 101706 |
| LF | 101706 |
| LF | 101706 |
| LF | 101706 |
| LF | 101706 |
| LF | 101706 |
| LF | 101706 |
| LB | 101704 |
| LB | 101704 |
| LB | 101704 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| SF | avg. 1017 \& 101 |
| LF | avg. 1017 \& 101 |
| LF | avg. 1017 \& 101 |
| LF | avg. 1017 \& 101 |
| LF | avg. 1017 \& 101 |
| LF | avg. 1017 \& 101 |
| LB | 101704 |
| LB | 101704 |
| LB | 101704 |
| LB | 101704 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | avg. 1017 \& 101 |
| LB | 101704 |
| 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 |

$\underline{V}$ elect to use this provision
$\qquad$ I elect not to use this provision

Date: 03/14/19


Design-Builder: Chemung Contracting Corp.
Vendor No.: C224

### 4.3.3 Proposal Guaranty C-24

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

Chemung Contracting Corporation
KNOW ALL MEN BY THESE PRESENTS, THAT WE 10496 Quarry Drive, Mitchells, VA 22729 As principal, and Travelers Casualty and Surety Company of America Surety, are held and firmly bound unto the Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE BID, lawtul 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 15th_D_D_ Day of March , 2019

WHEREAS, the above said principal is herewith submitting its proposal for:
PROJECT NUMBER: State Project No.: 0029-030-843, P101, R201, C501, Federal Project No.: HSIP-5B01 (020), Contract ID Number: C00114713DB105, Design-Build US Route 15/29 From: 0.96 Miles South of Route 215 To: Intersection of US 29 and Route 215, Improvements at Vint Hill, Fauquier 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 contracl and give bond for the faithful performance of the contract, then this obligation shail 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 anolher 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.

Chemung Contracting Corporation


Travelers Casualty and Surety Company of America


By: $\qquad$
(Allorney-in-Fact*) (Seal)
$B y$ : $\qquad$
-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 bld bond, each surely must be named and excculion shall be made by same hereon.
Electronic Bid Only: In lleu of completing the above section of the Contracl Performance Bond, the Pincipal shall file an Electronic Bid Bond when bidding electronically. By signing below the Pincipal is ensuring the idenlified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the Commonwealth of Virginla under the same condilions of the bid bond as shown above.
Eleclronic Bid Bond ID\# Company/Bldder Name $\quad$ Signalure and Tille
"Allach copy of Power of Allomey

# Travelers Casualty and Surety Company of America Hartford, CT 06183 

## ATTORNEY-IN-FACT JUSTIFICATION

 PRINCIPAL'S ACKNOWLEDGMENT - IF A CORPORATIONState of Virginia,
County of Culpeper ${ }^{\text {ss. }}$
On this 15th day of March, 2019, before me personally appeared Edward C. Dalrymple, Jr., to me known, who, being by me duly sworn, deposes and says: That he/she resides in Mineral, Virginia; that he/she is the President of Chemung Contracting Corporation, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

LAUREN MICHELLE RINER NOTARY PUBLIC REGISTRATION \# 7017530 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES FEBRUARY 28, 2022
causer M. Renes


## SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany ${ }^{\text {ss }}$
On this 15 th day of March, 2019, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say: That he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the seal was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

KIMberly A. RITCHIE
Notary Public, State of New York
No. 01 RI 6275612
Qualified in Rensselaer County
Commission Expires January 4, 2022


## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNEGTICUT 08183
FINANCIAL STATEMENT AS OF DECEMEER 31, 2017
CAPITAL STOGK $\$ 6,490,000$


| STATE OF CONNECTICUT | $\}$ |
| :--- | :--- |
| COUNTY OF HARTFORD | )SS. |
| CITY OF HARTFORD | ) |

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND EELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANGIAL CONDITKN OF SAID COMPANY AS OF THE 34ST DAY OF DECEMBER, 2047.

SUBSCRIBED AND SWORN TO BEFORE ME THGS 16TH DAY OF MARCH. 2018


## Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint T.M. Tyrrell of Albany, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.


State of Connecticut
City of Hartford ss.

By:


On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.
I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.


To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

### 4.3.4 Sworn Statement Forms C-104 \& C-105

## COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION

PROJECT: 0029-030-843

FHWA: HSIP-5B01(020)
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 FOLLOWIN G 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
 County (City), STATE
Chemung Contracting Corporation


- Lauren m. River

COUNTY (CITY) of
To-wit:
County(City) aforesaid, hereby certify that this day
 , a Notary Public in and for the State and 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
 day of
 ,20, 19
 My Commission expires


UNSHORN 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 $\qquad$ , this $\qquad$ day of $\qquad$ , 20 County (City), STATE

By: $\qquad$

# COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION AFFIDAVIT 

PROJECT: 0029-030-843

FHWA: HSIP-5B01(020)

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 33.2-1106 of the Code of Virginia. (If none, so state).

NAME
VTCA
Virginia Asphalt Assoc. ODHCA

Location of Principal Office
6200 Moorefield Park Dr., Richmond, VA 23236
6900 Patterson Ave., Richmond, VA 23226
250 W. Main St., Charlottesville, VA 22902
2. I (we) have $X$, have not $\square$, 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 $\qquad$ , have not $\qquad$ , 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<br>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.


- Lauren m. River

County(City) aforesaid, hereby certify that this day 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 Navel
My Commission expires


## \& VolKert


[^0]:    Name of Firm

[^1]:    Name of Firm

[^2]:    Name of Firm

