



PRICE PROPOSAL FOR
**ROUTE 220 CORRIDOR
SAFETY IMPROVEMENTS**
PHASES 1, 2 AND 3

State Project No.: 0220-011-786 | Federal Project No.: NH-5128(326) | Contract ID Number: C00105543DB88

March 15, 2017



Submitted by

FAULCONER
CONSTRUCTION COMPANY

with **ch2m**

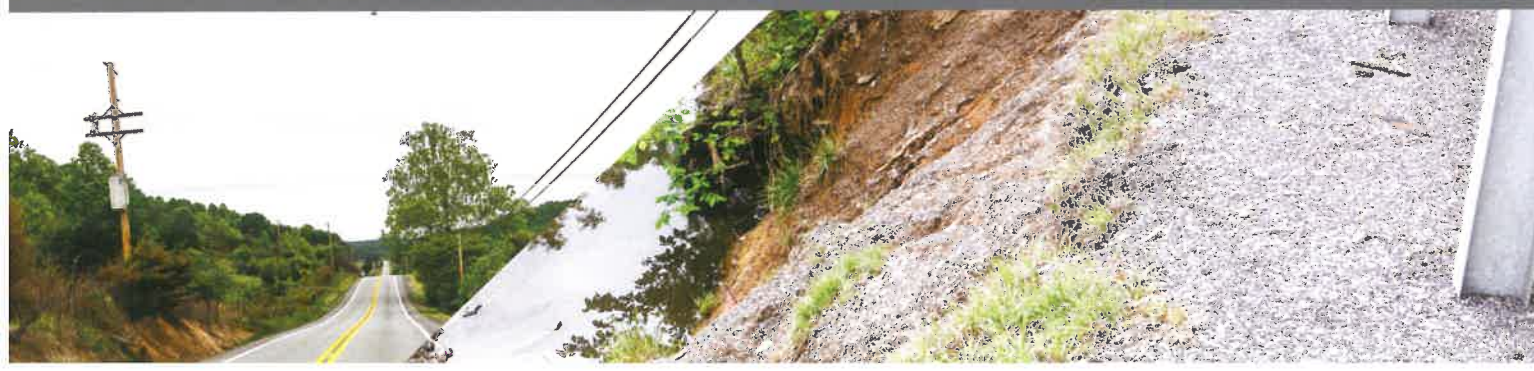
ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

Project Name: Route 220 Corridor Safety Improvements, Phases 1-3
Contract ID Number: C00105543DB88

➤ **Contents of Price Proposal:**

- Base Scope and Option 1 Proposal Price in whole numbers and the Proposal Price, in both numbers and words (Attachment 4.8.1)**
 - Schedule of Items itemized for the Base scope and Option 1 in accordance with Part 1, Section 4.8.2, including material quantities and costs of each proposed work package (Attachment 4.8.2(a) and (b))**
 - Proposed Monthly Payment Schedule inclusive of the Base Scope and Option 1 showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.8.3**
 - Price Adjustment Information and Forms for Fuel and Asphalt, including identification of pay items and associated quantities eligible for adjustment for the Base Scope and Option 1 (Part 3, Section 6.3, Attachments 6.3)**
 - Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
 - Sworn Statement Forms (C-104, C-105, Attachments 4.8.6(a) and 4.8.6(b))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
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ATTACHMENT 4.8.1

PRICE PROPOSAL FORM

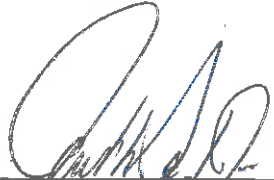
4.8.1 Offeror shall specify the pricing information for the items below, the dollars amount shall be in whole numbers:

Price Proposal Cost Breakdown Summary;

A.	Base Scope	
	Design Services, LS	\$ <u>12,150,000</u>
	Construction Services (exclude QA/QC), LS	\$ <u>35,572,341</u>
	Quality Assurance (QA) (Construction), LS	\$ <u>2,150,000</u>
	Quality Control (QC) (Construction), LS	\$ <u>1,690,000</u>
	All Other Costs, LS	\$ <u>11,421,200</u>
	Base Scope – SUBTOTAL	\$ <u>62,983,541</u>
B.	Option 1	\$ <u>1,498,907</u>

Total Price (Base Scope Subtotal + Option 1); (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): SIXTY FOUR MILLION FOUR HUNDRED
EIGHTY TWO THOUSAND FOUR HUNDRED FORTY EIGHT ^{DOLLARS} (\$ 64,482,448.)

Signature:  Date: 03/14/2017

Design-Builder: Falconer Construction Company, Incorporated

Vendor No.: F006



Attachment 4.8.2(a)

State Project 0220-011-786, Contract ID: C00105543DB88

BASE SCOPE SCHEDULE OF ITEMS (ver. 4-15-2014)

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes. The Schedule of Items shall be used to cost-load the project schedule, which will serve as the basis for progress payments. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 3/14/2017

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
25596	DESIGN SERVICES		1.00	LS	\$ 12,150,000.00
00100	MOBILIZATION		1.00	LS	\$ 920,000.00
00101	CONSTRUCTION SURVEYING (CONSTR.)		1.00	LS	\$ 250,000.00
00110	CLEARING AND GRUBBING		1.00	LS	\$ 1,500,000.00
00120	REGULAR EXCAVATION		301,700.00	CY	\$ 5,430,600.00
00140	BORROW EXCAVATION		88,600.00	CY	\$ 1,417,800.00
00118	NS EXCAVATION (APM)		31,250.00	CY	\$ 1,187,500.00
00118	LIMESTONE DITCHES		2,750.00	LF	\$ 110,000.00
27580	SEDIMENT BASIN EXCAVATION		17,200.00	CY	\$ 292,400.00
27551	POND LINER		11,530.00	SY	\$ 184,480.00
24400	OBSCURING ROADWAY		199.00	UNIT	\$ 248,750.00
24410	REMOVE EXIST. PAVEMENT	(F)	68,700.00	SY	\$ 721,350.00
24499	EXISTING STM PIPE (FLOWABLE FILL)		115.00	CY	\$ 57,500.00
24501	REMOVE EXIST. STM PIPE		911.00	LF	\$ 18,220.00
24502	REMOVE/ REPLACE EXIST. SIGN		248.00	EA	\$ 99,200.00
24503	REMOVE/ REPACE EXIST. MAIL BOX		70.00	EA	\$ 28,000.00
24504	REMOVE EXIST. STRUC (BRIDGE)		2.00	EA	\$ 46,000.00
24600	REMOVE EXIST. GUARDRAIL		22,950.00	LF	\$ 29,835.00
24602	REMOVE/ REPLACE EXIST. FENCE		20,776.00	LF	\$ 394,744.00
24802	REMOVE EXIST. STM STRUC		6.00	EA	\$ 7,200.00
51910	SAW CUTTING		37,670.00	LF	\$ 120,544.00
70000	DEMO. OF BLDG.CLEAR PARCEL PH 2		1.00	LS	\$ 3,400.00
70000	DEMO. OF BLDG.CLEAR PARCEL PH 1		1.00	LS	\$ 2,100.00
01150	15" PIPE		1,365.00	LF	\$ 95,550.00
01152	15" CONC. PIPE		3,720.00	LF	\$ 372,000.00
01154	15" RADIAL PIPE (RCP)		720.00	LF	\$ 53,280.00
01182	18" CONC. PIPE		2,125.00	LF	\$ 223,125.00
01184	18" RADIAL PIPE (RCP)		730.00	LF	\$ 40,880.00
01241	JACKED & BORED 24" PIPE		85.00	LF	\$ 129,200.00
01242	24" CONC. PIPE		3,040.00	LF	\$ 456,000.00
01272	27" CONC. PIPE		90.00	LF	\$ 13,500.00
01301	JACKED & BORED 30" PIPE		190.00	LF	\$ 288,800.00
01302	30" CONC. PIPE		310.00	LF	\$ 85,250.00
01362	36" CONC. PIPE		535.00	LF	\$ 107,000.00
01422	42" CONC. PIPE		95.00	LF	\$ 47,500.00
01481	JACKED & BORED 48" PIPE		130.00	LF	\$ 338,000.00
01482	48" CONC. PIPE		240.00	LF	\$ 76,800.00
01602	60" CONC. PIPE		280.00	LF	\$ 184,800.00
01722	72" CONC. PIPE		145.00	LF	\$ 69,600.00
00588	UNDERDRAIN UD-4		47,520.00	LF	\$ 285,120.00
00590	COMBINED UNDERDRAIN CD-1		594.00	LF	\$ 9,504.00

Attachment 4.8.2(a)

State Project 0220-011-786, Contract ID: C00105543DB88

BASE SCOPE SCHEDULE OF ITEMS (ver. 4-15-2014)

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes. The Schedule of Items shall be used to cost-load the project schedule, which will serve as the basis for progress payments. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 3/14/2017

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
00591	COMBINED UNDERDRAIN CD-2		348.00	LF	\$ 5,568.00
00595	OUTLET PIPE		4,305.00	LF	\$ 68,880.00
00596	EW-12		134.00	EA	\$ 67,000.00
00700	POST INSTALLATION INSPECTION		66,422.00	LF	\$ 166,055.00
06150	15" END SECTION ES-1 OR 2		31.00	EA	\$ 23,250.00
06151	15" END SECTION ES-1		19.00	EA	\$ 22,800.00
06180	18" EW-1		4.00	EA	\$ 6,120.00
06181	18" END SECTION ES-1		15.00	EA	\$ 21,000.00
06240	24" EW-1		12.00	EA	\$ 22,800.00
06241	24" END SECTION ES-1		42.00	EA	\$ 68,460.00
06270	27" EW-1		1.00	EA	\$ 2,630.00
06300	30" EW-1		6.00	EA	\$ 15,780.00
06301	30" END SECTION ES-1		5.00	EA	\$ 11,000.00
06360	36" EW-1		2.00	EA	\$ 6,000.00
06361	36" END SECTION ES-1		3.00	EA	\$ 9,300.00
06420	42" EW-2		1.00	EA	\$ 7,100.00
06480	48" EW-2		4.00	EA	\$ 29,600.00
06490	60" EW-2		4.00	EA	\$ 36,000.00
06493	60" EW-7 DOUBLE		2.00	EA	\$ 26,600.00
06494	60" EW-2 SKEWED		2.00	EA	\$ 18,400.00
06495	72" EW-2		2.00	EA	\$ 21,000.00
06740	DROP INLET DI-1		2.00	EA	\$ 12,800.00
06745	DROP INLET DI-2A		2.00	EA	\$ 14,200.00
06748	DROP INLET DI-2B,L=6'		7.00	EA	\$ 60,900.00
06749	DROP INLET DI-2B,L=8'		17.00	EA	\$ 136,000.00
06765	DROP INLET DI-2C,L=6'		1.00	EA	\$ 8,800.00
06767	DROP INLET DI-2C,L=10'		1.00	EA	\$ 9,600.00
06784	DROP INLET DI-2E,L=8'		14.00	EA	\$ 161,000.00
06793	DROP INLET DI-2EE,L=10'		2.00	EA	\$ 23,800.00
07506	DROP INLET DI-5		13.00	EA	\$ 78,000.00
07508	DROP INLET DI-7		11.00	EA	\$ 77,000.00
07512	DROP INLET DI-7B		2.00	EA	\$ 15,000.00
08962	DROP INLET DI-13 TY.1		31.00	EA	\$ 155,000.00
09056	MANHOLE MH-1 OR 2		13.00	EA	\$ 98,800.00
09057	FRAME & COVER		13.00	EA	\$ 11,700.00
26271	DRY RIPRAP		900.00	TON	\$ 54,000.00
27570	SEDIMENT BASIN RISER		5.00	EA	\$ 47,500.00
00520	BOX CULVERT 4' x 4' w/ EW SKEWED		80.00	LF	\$ 144,000.00
00521	BOX CULVERT 8' x 8' DOUBLE w/ EW SKEWED		175.00	LF	\$ 560,000.00
00523	BOX CULVERT 10' x 4' w/ EW		55.00	LF	\$ 209,000.00
00524	BOX CULVERT 10' x 9' DOUBLE w/ EW SKEWED		125.00	LF	\$ 575,000.00

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Date: 3/14/2017

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09250	SLOPE DRAIN		3.00	EA	\$ 4,500.00
27275	CONSTRUCTION ENTRANCE		20.00	EA	\$ 130,000.00
27318	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 1		726.00	SY	\$ 1,815.00
27319	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 2		27.00	SY	\$ 54.00
27321	ROLLED EROSION CTRL PRODUCT EC-2 TYPE 4		17,940.00	SY	\$ 46,644.00
27325	ROLLED EROSION CTRL PRODUCT EC-3 TYPE 1		6,320.00	SY	\$ 33,496.00
27327	ROLLED EROSION CTRL PRODUCT EC-3 TYPE 3		39.00	SY	\$ 234.00
27345	TEMPORARY DIVERSION DIKE		11,437.00	LF	\$ 45,748.00
27401	EROSION CONTROL RIPRAP		500.00	TON	\$ 45,000.00
27410	CHECK DAM, ROCK TY. I		28.00	EA	\$ 25,200.00
27415	CHECK DAM(ROCK) TY. II		35.00	EA	\$ 10,500.00
27430	SILTATION CONTROL EXCAVATION (SILT TRAPS)		8.00	EA	\$ 26,400.00
27451	INLET PROTECTION , TYPE A		23.00	EA	\$ 9,200.00
27461	INLET PROTECTION , TYPE B		61.00	EA	\$ 27,450.00
27504	TEMP. SILT FENCE TYPE B		10,436.00	LF	\$ 36,526.00
27505	TEMP. SILT FENCE TYPE A		23,972.00	LF	\$ 59,930.00
27583	EROSION CONTROL MAINTAIN		1.00	LS	\$ 120,000.00
10065	AGGR. MATL. NO. 1		38,179.00	TON	\$ 1,183,549.00
10103	AGGR. MATL. NO. 25 OR 26		3,708.00	TON	\$ 118,856.00
10113	AGGR.BASE MAT.TY. I NO.21A OR 21B		61,202.00	TON	\$ 1,836,060.00
10250	NS AGGR. MATERIAL (SOIL AGG.)		7,778.00	TON	\$ 497,792.00
10611	ASPHALT CONCRETE TY. IM-19.0D	(F)&(P)	21,565.00	TON	\$ 1,725,200.00
10636	ASPHALT CONC.RETE TY. SM-9.5D	(F)&(P)	16,446.00	TON	\$ 1,397,910.00
10642	ASPHALT CONCRETE BASE COURSE TY. BM-25.0A	(F)&(P)	39,137.00	TON	\$ 3,013,549.00
10643	ASPHALT CONCRETE BASE COURSE TY. BM-25.0A (BUILD U	(F)&(P)	11,240.00	TON	\$ 1,022,840.00
12323	ASPHALT CONC. CURB (MC-3B)		14,069.00	LF	\$ 225,104.00
12505	ASPH.CONC.CURB BACKUP MATL.	(F)&(P)	883.00	TON	\$ 176,600.00
68315	MILLING (3.5")	(F)	63,960.00	SY	\$ 166,296.00
10700	RUMBLE STRIP, ASPHALT		124,800.00	LF	\$ 24,960.00
10701	LIQ.ASPH.COATING (RUMBLE STRIP)		83,200.00	LF	\$ 12,480.00
09185	PAVED DITCH PG-2A (TYPE E)		2,868.00	SY	\$ 286,800.00
12030	STD. CURB CG-3		180.00	LF	\$ 7,200.00
12032	RADIAL CURB CG-3		70.00	LF	\$ 3,150.00
13544	NS WALL		1.00	LS	\$ 250,000.00
13315	GUARDRAIL TERMINAL GR-11		1.00	EA	\$ 1,000.00
13320	GUARDRAIL GR-2		10,973.00	LF	\$ 186,541.00
13323	GUARDRAIL GR-2A		1,326.00	LF	\$ 37,128.00
13331	RAD. GUARDRAIL GR-2		184.00	LF	\$ 3,680.00
13345	ALT.BREAKAWAY CABLE TERM.(GR-9)		44.00	EA	\$ 110,000.00
13355	GUARDRAIL GR-10		100.00	LF	\$ 2,700.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		8.00	EA	\$ 20,000.00

Attachment 4.8.2(a)

State Project 0220-011-786, Contract ID: C00105543DB88

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Date: 3/14/2017

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13401	NS GUARDRAIL (TIE TO EX)		5.00	EA	\$ 1,000.00
54428	TEMP. PVMT MRKG, TY. A, 4"		820,800.00	LF	\$ 410,400.00
54510	TYPE D, CLASS I TEMP. PVMT MRKG 4"		19,720.00	LF	\$ 39,440.00
54440	TEMP. PVMT MRKG, TY. A, 24"		864.00	LF	\$ 6,912.00
54242	TEMP. PAVE. MARKER 2 WAY		822.00	EA	\$ 18,906.00
54034	TYPE B CLASS I PVMT LINE MRKG 6"		105,000.00	LF	\$ 472,500.00
54037	TYPE B CLASS I PVMT LINE MRKG 8"		98,600.00	LF	\$ 246,500.00
54574	PVMT SYMB MRKG (SGL TURN ARROW) TY B, CL I		28.00	EA	\$ 4,760.00
54032	TYPE B CLASS I PVMT LINE MRKG 4"		8,000.00	LF	\$ 8,000.00
54217	SNOW PLOW. RAISED PAVE. MARK. ASPH. CONC		822.00	EA	\$ 31,236.00
50108	SIGN PANEL		2,803.00	SF	\$ 84,090.00
50434	SIGN POST STP-1, 2 1/2", 10 GAGE		3,364.00	LF	\$ 111,012.00
50486	CONC. FOUNDATION STP-1, TYPE B		281.00	EA	\$ 123,640.00
27100	PERMANENT SEED		301,032.00	SY	\$ 150,516.00
27101	TEMPORARY SEED		75,000.00	SY	\$ 30,000.00
27104	SPECIAL SEEDING		8,670.00	SY	\$ 5,202.00
27250	LIME		20.00	TON	\$ 3,000.00
27284	EROSION CONTROL MULCH		75,000.00	SY	\$ 30,000.00
27440	MOWING		480.00	HR	\$ 36,000.00
13604	IMPACT ATTEN.SER. TY. 1 (TL-3,>45 MPH)		2.00	EA	\$ 60,000.00
24152	TYPE III 3 BARRICADE 8'		12.00	EA	\$ 4,800.00
24267	TEMPORARY DETECTABLE WARNING STRIP		96.00	LF	\$ 3,360.00
24282	FLAGGER SERVICE		31,200.00	HR	\$ 1,029,600.00
24290	TRAFFIC BARRIER SER. CONC.MB-7D PC		625.00	LF	\$ 37,500.00
24355	NS POLICE PATROL		100.00	HR	\$ 5,000.00
51956	PORTABLE TRAFFIC CONTROL SIGNAL		1.00	LS	\$ 40,000.00
85145	TRUCK MOUNTED ATTENUATOR		6.00	EA	\$ 240,000.00
85160	ELECTRONIC ARROW		6.00	EA	\$ 45,000.00
85165	GROUP 2 CHANNELIZING DEVICE		99,000.00	UD	\$ 69,300.00
85170	CONSTRUCTION TEMPORARY SIGN		2,400.00	SF	\$ 60,000.00
85175	PORTABLE CHANGEABLE MESSAGE SIGN		6.00	EA	\$ 180,000.00
25593	QUALITY ASSURANCE		1.00	LS	\$ 2,150,000.00
25595	QUALITY CONTROL		1.00	LS	\$ 1,690,000.00
70096	RIGHT A WAY ACQUISITION		1.00	LS	\$ 450,000.00
28551	ENVIRONMENTAL MITIGATION COST		1.00	LS	\$ 980,000.00
28553	ENVIRONMENTAL MONITORING		1.00	LS	\$ 300,000.00
13212	R/W MONUMENT RM-2		120.00	EA	\$ 18,000.00
25561	PARTNERING		1.00	LS	\$ 78,000.00
25565	PROGRESS SCHEDULE BASELINE		1.00	LS	\$ 20,000.00
25567	PROGRESS SCHEDULE UPDATES		48.00	EA	\$ 67,200.00
49013	UTILITY RELOCATION COST		1.00	LS	\$ 1,192,000.00



Proposed Monthly
Payment Schedule



Botetourt County, Virginia

Falconer Construction Company, Incorporated

State Project No.: 0220-011-786

Contract ID No.: C00105543DB88

Proposed Monthly Payment Schedule

Period Ending (Month)	Projected Monthly Total	Projected Cumulative Total
Apr-17	\$ 834,000.00	\$ 834,000.00
May-17	\$ 5,139,850.00	\$ 5,973,850.00
Jun-17	\$ 3,268,300.00	\$ 9,242,150.00
Jul-17	\$ 3,068,360.00	\$ 12,310,510.00
Aug-17	\$ 2,016,100.00	\$ 14,326,610.00
Sep-17	\$ 2,000,560.00	\$ 16,327,170.00
Oct-17	\$ 1,117,430.00	\$ 17,444,600.00
Nov-17	\$ 888,980.00	\$ 18,333,580.00
Dec-17	\$ 838,380.00	\$ 19,171,960.00
Jan-18	\$ 790,980.00	\$ 19,962,940.00
Feb-18	\$ 890,510.00	\$ 20,853,450.00
Mar-18	\$ 1,354,130.00	\$ 22,207,580.00
Apr-18	\$ 1,866,940.00	\$ 24,074,520.00
May-18	\$ 1,383,190.00	\$ 25,457,710.00
Jun-18	\$ 1,057,710.00	\$ 26,515,420.00
Jul-18	\$ 1,184,310.00	\$ 27,699,730.00
Aug-18	\$ 1,220,290.00	\$ 28,920,020.00
Sep-18	\$ 1,246,670.00	\$ 30,166,690.00
Oct-18	\$ 1,313,364.00	\$ 31,480,054.00
Nov-18	\$ 1,005,679.00	\$ 32,485,733.00
Dec-18	\$ 872,246.00	\$ 33,357,979.00
Jan-19	\$ 771,712.00	\$ 34,129,691.00
Feb-19	\$ 1,185,926.00	\$ 35,315,617.00
Mar-19	\$ 1,388,243.00	\$ 36,703,860.00
Apr-19	\$ 1,232,178.00	\$ 37,936,038.00
May-19	\$ 1,185,890.00	\$ 39,121,928.00
Jun-19	\$ 1,444,210.00	\$ 40,566,138.00
Jul-19	\$ 1,537,550.00	\$ 42,103,688.00
Aug-19	\$ 1,281,660.00	\$ 43,385,348.00

Proposed Monthly Payment Schedule

Period Ending (Month)	Projected Monthly Total	Projected Cumulative Total
Sep-19	\$ 1,005,885.00	\$ 44,391,233.00
Oct-19	\$ 983,310.00	\$ 45,374,543.00
Nov-19	\$ 812,750.00	\$ 46,187,293.00
Dec-19	\$ 756,996.00	\$ 46,944,289.00
Jan-20	\$ 755,768.00	\$ 47,700,057.00
Feb-20	\$ 897,642.00	\$ 48,597,699.00
Mar-20	\$ 905,470.00	\$ 49,503,169.00
Apr-20	\$ 1,008,014.00	\$ 50,511,183.00
May-20	\$ 1,794,712.00	\$ 52,305,895.00
Jun-20	\$ 1,843,824.00	\$ 54,149,719.00
Jul-20	\$ 1,631,278.00	\$ 55,780,997.00
Aug-20	\$ 1,554,760.00	\$ 57,335,757.00
Sep-20	\$ 1,415,870.00	\$ 58,751,627.00
Oct-20	\$ 1,403,532.00	\$ 60,155,159.00
Nov-20	\$ 1,265,337.00	\$ 61,420,496.00
Dec-20	\$ 1,189,052.00	\$ 62,609,548.00
Jan-21	\$ 447,010.00	\$ 63,056,558.00
Feb-21	\$ 377,500.00	\$ 63,434,058.00
Mar-21	\$ 321,500.00	\$ 63,755,558.00
Apr-21	\$ 304,300.00	\$ 64,059,858.00
May-21	\$ 250,150.00	\$ 64,310,008.00
Jun-21	\$ 48,800.00	\$ 64,358,808.00
Jul-21	\$ 44,840.00	\$ 64,403,648.00
Aug-21	\$ 40,300.00	\$ 64,443,948.00
Sep-21	\$ 38,500.00	\$ 64,482,448.00



EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

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

November 4, 2016

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

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

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

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

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

Where: A = Asphalt Adjustment Dollar Amount

Q = Quantity of Asphalt Material put in place during the month

%AC = % of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula

IC = Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

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

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

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

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

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

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

Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

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

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

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

**VIRGINIA DEPARTMENT OF TRANSPORTATION
 MASTER LISTING OF
 ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT
 (10-27-09)**

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10420	Blotted Seal Coat Ty. B	Sy	ATTD
10422	Blotted Seal Coat Ty. C	Sy	ATTD
10423	Blotted Seal Coat Ty. C-1	Sy	ATTD
10424	Blotted Seal Coat Ty. D	Sy	ATTD
10598	Ns Asphalt Concrete	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	317
10701	Liquid Asphalt Coating	Sy	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	Sy	ATTD
16120	Emul. Asph. Slurry Seal Type B	Sy	ATTD
16130	Emul. Asph. Slurry Seal Type C	Sy	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Ruffilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD

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

Exhibit 6.3(b)

Form C-16a
August 9, 2013

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
ASPHALT PRICE ADJUSTMENT (PG76-22 or PG 70-28)
DESIGN-BUILD PROJECTS**

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items containing PG 76-22 or PG 70-28 is being utilized on the project.

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b. price of \$ NOT APPLICABLE per IMPERIAL ton for PG 76-22 or PG 70-28. This quote is project specific.

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 76-22 or PG 70-28 shall be maintained by the Design-Builder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

DATE: 03/14/2017

SIGNATURE:  _____

Faulconer Construction Co., Inc.

(Firm or Corporation)

F006

(Vendor No.)

EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011
(Revised) November 5, 2012

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

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

The amount of adjustment will be computed from the change in the indexes and the on-site fuel use as shown in the Department's master listing of eligible items.

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in within the Schedule of Values those pay items and the associated quantities it chooses to have fuel adjustment applied to in its work packages. Items the Design-Builder claims in its application of payment for fuel adjustments must be properly designated in order to be considered for adjustment. Items not properly designated or left out of the Design-Builder's Schedule of Values will automatically not be considered for adjustment.

The monthly index price to be used in the administration of this provision will be calculated by the Department from the Diesel fuel prices published by the U. S. Department of Energy, Energy Information Administration on highway diesel prices, for the Lower Atlantic region. The monthly index price will be the price for diesel fuel calculated by averaging each of the weekly posted prices for that particular month.

For the purposes of this provision, the base index price will be calculated using the data from the month preceding the receipt of bids. The base index price will be posted by the Department at the beginning of the month for all bids received during that month.

The current index price will be posted by the Department and will be calculated using the data from the month preceding the particular estimate being vouchered for payment.

The current monthly quantity for eligible items of work selected by the Design-Builder for fuel adjustment in its work packages will be multiplied by the appropriate fuel factor to determine the gallons of fuel to be cost adjusted. The amount of adjustment per gallon will be the net difference between the current index price and the base index price. Computation for adjustment will be made as follows:

$$S = (E - B) QF$$

Where; S = Monetary amount of the adjustment (plus or minus)
B = Base index price

E = Current index price
Q = Quantity of individual units of work
F = Appropriate fuel factor

Adjustments will not be made for work performed beyond the original contract time limit unless the original time limit has been changed by an executed Work Order.

If new pay items are added to this contract by Work Order and they are listed in the Department's master listing of eligible items, the Work Order must indicate which of these individual items will be fuel adjusted; otherwise, those items will not be fuel adjusted. If applicable, designating which new pay items will be added for fuel adjustment must be determined during development of the Work Order and clearly shown on the Work Order form. The Base Index price on any new eligible pay items added by Work Order will be the Base Index price posted for the month in which bids were received for that particular project. The Current Index price for any new eligible pay items added by Work Order will be the Index price posted for the month preceding the estimate on which the Work Order is paid.

When quantities differ between the last monthly application of payment prepared upon final acceptance and the final application of payment, adjustment will be made using the appropriate current index for the period in which that specific item of work was last performed.

In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, eliminate or renegotiate the price for remaining portions of affected items of work.

Any amounts resulting from fuel adjustment will not be included in the total cost of work for determination of progress or for extension of contract time.

I elect to use this provision

I elect not to use this provision

Date: 03/14/2017

Signature: 

Design-builder: Faulconer Const. Co., Inc.

Vendor No.: F006



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Falconer Construction Co., Inc. As principal, and Hartford Fire Insurance Company Surety, are held and firmly bound unto the Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE BID, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

SIGNED, sealed and dated this 15th Day of March, 2017

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

PROJECT NUMBER:

Route 220 Safety Improvement Project, Salem District, State Project No.: 0220-011-786

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

Falconer Construction Co., Inc.

Hartford Fire Insurance Company

(Principal*)

(Surety Company)

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

By: Cynthia Ellinwood
Cynthia Ellinwood (Attorney-in-Fact**) (Seal)

[Signature]
(Principal*)

One Hartford Plaza
Hartford, CT 06155-0001
(Address)

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

By: _____
(Surety Company)

(Principal*)

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

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

By: _____
(Address)



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

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

Electronic Bid Bond ID#

Company/Bidder Name

Signature and Title

**Attach copy of Power of Attorney

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 14-731609

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Wyatt H. Walton, Cynthia Ellinwood, Elizabeth A. Dyer, Joseph C. Thomas Jr.
of
Roanoke, VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 15, 2017. Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: Route 220 Corridor Safety Improvements, Phases 1-3

FHWA: NH-5128(326)

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

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

Signed at Albemarle County, Virginia, this 14th day of March, 20 17
County (City), STATE
Falconer Construction Co., Incorporated By: [Signature] President
(Name of Firm) (Signature) Title (print)
STATE of Virginia COUNTY (CITY) of Albemarle
To-wit:

I Marie-Louise L. Carney, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Jack W. Sanford

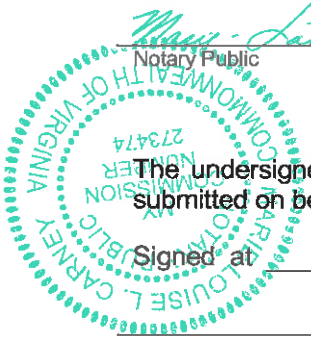
personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 14th day of March, 20 17
Marie-Louise L. Carney My Commission expires 09/30/2019
Notary Public

**OR
UNSWORN DECLARATION**

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

Signed at _____, this _____ day of _____, 20 _____
County (City), STATE
(Name of Firm) By: _____ Title (print)
(Signature)



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: Route 220 Corridor Safety Improvements, Phases 1-3

FHWA: NH-5128(326)

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

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

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

NAME	Location of Principal Office
<u>VTCA</u>	<u>Richmond, Virginia</u>
<u>AGCVA</u>	<u>Richmond, Virginia</u>

2. I (we) have , have not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have , have not , filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidder is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

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

Signed at Albemarle County, Virginia, this 14 day of March, 20 17
County (City), STATE
Faulconer Construction Co., Incorporated By: [Signature] President
(Name of Firm) (Signature) Title (print)
STATE of Virginia COUNTY (CITY) of Albemarle
To-wit:
I Marie-Louise L. Carney, a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day Jack W. Sanford
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 14th day of March, 20 17
Marie-Louise L. Carney My Commission expires 09/30/2019
Notary Public





For additional information, please contact

Fran Burke

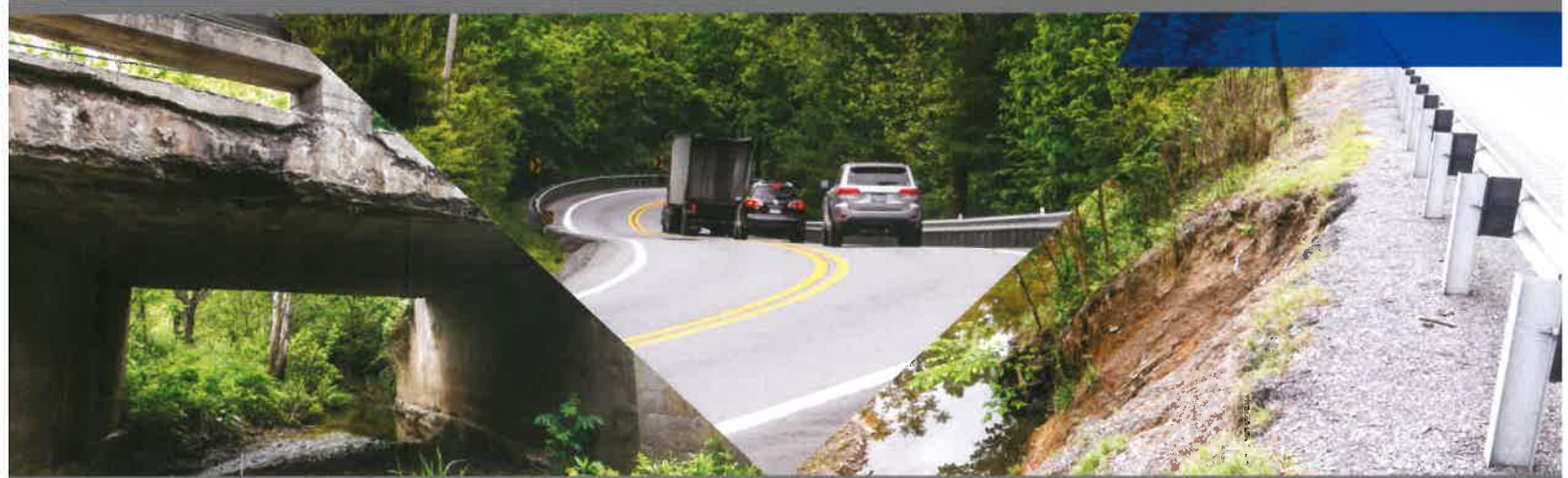
Executive Vice President

2496 Old Ivy Road
Charlottesville, VA 22903

Office: 434-295-0033

Mobile: 434-906-5390

fburke@faulconerconstruction.com



FAULCONER
CONSTRUCTION COMPANY

ch2m