Virginia Department of Transportation
Request for Proposals

Virginia Capital Trail – Park Phase

State Project No.: 0005-043-714, P101, R201, C501, B601-B608

Federal Project No.: STP-OC-5A27(189)

Contract ID No.: C00103665DB73

LETTER OF SUBMITTAL AND ATTACHMENTS TO THE LETTER OF SUBMITTAL

Submitted: February 14, 2014

Submitted by:

5806 Mooretown Road
Williamsburg, Virginia 23188
(757) 565-1090 (Office)
(757) 564-9120 (Fax)
VA 2701-004849 “A”
Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

<table>
<thead>
<tr>
<th>Letter of Submittal Component</th>
<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
<th>Page Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Submittal Checklist and Contents</td>
<td>Attachment 4.0.1.1</td>
<td>Section 4.0.1.1</td>
<td>Checklist (2 pages)</td>
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<tr>
<td>Acknowledgement of RFP, Revisions, and/or Addenda</td>
<td>Attachment 3.4 (Form C-78-RFP)</td>
<td>Sections 3.4; 4.0.1.1</td>
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<td>Letter of Submittal</td>
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<td>Letter of Submittal on Offeror’s letterhead</td>
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<td>Authorized representative’s original signature</td>
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<td>Declaration of intent</td>
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<td>Section 4.1.2</td>
<td>2</td>
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<tr>
<td>120 day declaration</td>
<td>NA</td>
<td>Section 4.1.3</td>
<td>2</td>
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<tr>
<td>Point of Contact information</td>
<td>NA</td>
<td>Section 4.1.4</td>
<td>2</td>
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<tr>
<td>Principal Officer information</td>
<td>NA</td>
<td>Section 4.1.5</td>
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<td>Offeror’s Corporate Structure</td>
<td>NA</td>
<td>Section 4.1.6</td>
<td>3</td>
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<td>Full Legal Name of Lead Contractor and Lead Designer</td>
<td>NA</td>
<td>Section 4.1.7</td>
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<td>Offeror’s VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.1.8</td>
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<td>DBE statement confirming Offeror is committed to achieving the required DBE goal</td>
<td>NA</td>
<td>Section 4.1.9</td>
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<tr>
<td>Interim Milestone and Final Completion Date(s)</td>
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<td>Attachments to the Letter of Submittal</td>
<td>NA</td>
<td>Section 4.2</td>
<td>Attachments</td>
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<td>Affiliated and/ or Subsidiary Companies</td>
<td>Attachment 4.2.1</td>
<td>Section 4.2.1</td>
<td>Attachment 1</td>
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<td>Certification Regarding Debarment Forms</td>
<td>Attachment 4.2.2(a)</td>
<td>Section 4.2.2</td>
<td>Attachment 2</td>
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<td>Attachment 4.2.2(b)</td>
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<td>Section 4.2.3</td>
<td>Attachment 3</td>
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<td>Evidence of obtaining bonding</td>
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<td>Section 4.2.4</td>
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<td>Full size copies of DPOR licenses and SCC registrations</td>
<td>NA</td>
<td>Section 4.2.5</td>
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<td>Section 4.2.5.1</td>
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<td>DPOR registration information - businesses</td>
<td>Attachment 4.2.5</td>
<td>Section 4.2.5.2</td>
<td>Attachment 5</td>
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<td>Lead Contractor Work History Form</td>
<td>Attachment 4.2.6(a)</td>
<td>Section 4.2.6</td>
<td>Attachment 6</td>
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<tr>
<td>Lead Designer Work History Form</td>
<td>Attachment 4.2.6(b)</td>
<td>Section 4.2.6</td>
<td>Attachment 6</td>
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ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO.: C00923655DB73
PROJECT NO.: 0006-043-714, P101, R201, C501, B801-B809

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:

2. Cover letter of January 24, 2014 – Addendum No. 1
3. Cover letter of

[Signature] 2/14/20X1
DATE
February 14, 2014

Mr. Stephen D. King, P.E.
Virginia Department of Transportation
1401 East Broad Street
Annex Building, 3rd Floor
Richmond, VA 23219

RE: RFP for the Virginia Capital Trail – Park Phase

Dear Mr. King,

The Henderson, Inc. Design-Build Team offers the following information in response to your Request for Proposals for the Virginia Capital Trail – Park Phase.

4.1.1 Offeror’s full legal name and address and authorized representatives original signature

Henderson, Inc.
P.O. Box BM
Williamsburg, VA 23187

4.1.2 Declaration of intent to enter into a contract

The Henderson, Inc. Design-Build Team intends, if selected, to enter into a contract with VDOT for the Virginia Capital Trail – Park Phase Project in accordance with the terms of this RFP.

4.1.3 Statement of proposal validity

The Henderson, Inc. Design-Build Team’s offer 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, February 14, 2014).

4.1.4 Point of contact information

Henderson, Inc.
P.O. Box BM
Williamsburg, VA 23187

Leslie H. Schultz, LEED AP, Vice President
Phone: 757-565-1090 / Fax: 757-564-9120
Email: leslie@hendersoninc.com

4.1.5 Principal officer information

Henderson, Inc.
P.O. Box BM
Williamsburg, VA 23187

Leslie H. Schultz, LEED AP, Vice President
Phone: 757-565-1090 / Fax: 757-564-9120
Email: leslie@hendersoninc.com

relationships • integrity • our people • quality • leadership
4.1.6 Offeror's corporate structure

The Henderson, Inc. Design-Build Team will be organized through a teaming agreement. Henderson, Inc., a corporation, is the lead contractor/design-builder contracting entity for this project. The Design-Build Team includes Atkins North America, Inc. as the lead design firm. Henderson, Inc. will undertake the financial responsibility for this design-build project, provide the required bonding for this project and accept the risks and liabilities for the performance of the work required for this project. Henderson, Inc. has no liability limitations.

4.1.7 Identify lead contractor and lead designer

Lead Contractor
Henderson, Inc.
P.O. Box BM
Williamsburg, VA 23187

Leslie H. Schultz, LEED AP, Vice President
Phone: 757-565-1090 / Fax: 757-564-9120
Email: lesch@hendersoninc.com

Lead Designer
Atkins North America, Inc.
11818 Rock Landing Drive, Suite 100
Newport News, VA 23606

Kevin Siegel, PE
Phone: 757-596-8650 / Fax: 757-596-8660
Email: kevin.siegel@atkinsglobal.com

4.1.8 Offeror's VDOT prequalification information

Henderson, Inc.'s VDOT prequalification number is B381 and their status is active. Their VDOT prequalification status is included in the Attachments to the Letter of Submittal.

4.1.9 DBE Participation Commitment

The Henderson, Inc. Design-Build Team is committed to achieving a six percent (6%) DBE participation goal for the entire value of the contract.

4.1.10 Interim Milestone and Final Completion Dates

The Henderson, Inc. Design-Build Team's interim milestone date is August 15, 2015 (8/15/15) and final completion date is October 30, 2015 (10/30/15).

Our signature below affirms that the information supplied in this proposal is true and accurate to the best of our knowledge. The Henderson, Inc. Design-Build Team looks forward to the opportunity to participate in the Virginia Capital Trail – Park Phase.

Sincerely,
Henderson, Inc.

Leslie H. Schultz, LEED AP
Vice President
Attachments
Attachment 1
ATTACHMENT 4.2.1
State Project No. 0005-043-714, P101, R201, C501, B601-B608

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. Henderson, Inc.

<table>
<thead>
<tr>
<th>Relationship with Offeror (Affiliate or Subsidiary)</th>
<th>Full Legal Name</th>
<th>Address</th>
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1 of 1
ATTACHMENT 4.2.1

State Project No. 0005-043-714, P101, R201, C501, B601-B608

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.
- Affiliated and/or subsidiary companies of the Offeror are listed below.

<table>
<thead>
<tr>
<th>Relationship with Offeror (Affiliate or Subsidiary)</th>
<th>Full Legal Name</th>
<th>Address</th>
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<tbody>
<tr>
<td>Subsidiary</td>
<td>PBS&amp;J International, Inc.</td>
<td>4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607</td>
</tr>
<tr>
<td>Subsidiary</td>
<td>PBS&amp;J Constructors, Inc.</td>
<td>4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607</td>
</tr>
<tr>
<td>Subsidiary</td>
<td>Atkins Michigan, Inc.</td>
<td>4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607</td>
</tr>
<tr>
<td>Subsidiary</td>
<td>Atkins US Holdings, Inc.</td>
<td>4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Atkins Caribe, LLP</td>
<td>Metro Office Park, Lot 8 1st St. Ste 102, Guaynabo PR 00968</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Atkins P.A.</td>
<td>105 Fieldcrest Ave, Suite 204, Edison, NJ 08837</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Faithful+Gould, Inc.</td>
<td>475 Sansome Street, Suite 2000, San Francisco CA 94111</td>
</tr>
<tr>
<td>Affiliate</td>
<td>WS Atkins, Inc.</td>
<td>920 Memorial City Way, Suite 700, Houston, TX 77024</td>
</tr>
<tr>
<td>Affiliate</td>
<td>PRBC, Inc.</td>
<td>4030 West Boy Scout Boulevard, Suite 700, Tampa, FL 33607</td>
</tr>
</tbody>
</table>
Attachment 2
ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501, B601- B608

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.

[Signature] [Date] [Title]
Vice President

Henderson, Inc.
Name of Firm
ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501, B601- B608

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.

[Signature] /22/14
Senior Project Manager
Title

Atkins North America, Inc.
Name of Firm
ATTACHMENT 4.2.2(h)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501, I601-B608

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.

Signature  Date  John Schmidt, Vice President  Title

Land Planning & Design Associates, Inc.
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501, B601-B608

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.

[Signature] 02/13/14  [Vice President]
Signature  Date  Title

H&B Surveying and Mapping, LLC
Name of Firm
ATTACHMENT 4.7.10(h)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0009-043-714, P101, R201, C501, B601-B606

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 Officer for contracts to be let by the Commonwealth Transportation Board.

Signature 2/13/14
Date

Chief Executive Officer
Title

NXL Construction Services, Inc.
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501, B601-B608

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.

[Signature] 2/13/14 [Title]

D.W. CAEY HAULING INC.

Name of Firm
Attachment 3
HENDERSON, INC.
Preq. Exp : 05/31/2014

--Preq Address ------------------ Work Classes [Listed but not Limited to]
P. O. Drawer BM                  002 - Grading
Williamsburg, VA 23187-0000       005 - Drainage Structures
Phone : 757-565-1090               022 - Incidental Concrete
Fax : 757-564-9120                 045 - Underground Utilities
                                          101 - Excavating

Business Contact: Liebler, Jacob Edward
Email: Jake@HendersonInc.com

------ DBE Information------

DBE Type : N/A
DBE Contact: N/A

HERCULES FENCE COMPANY, INC.
Preq. Exp : 05/31/2014

--Preq Address ------------------ Work Classes [Listed but not Limited to]
1526 Early St.                    020 - Fence Installation
Norfolk, VA 23502-1604
Phone : 757-321-6715
Fax : 757-321-6710

Business Contact: Jason, Louis Paul
Email: Jay@HerculesFence.com

------ DBE Information------

DBE Type : N/A
DBE Contact: N/A
Attachment 4
January 28, 2014

Virginia Department of Transportation

Re: Henderson, Inc.
Request for Proposals - Virginia Capital Trail – Park Phase

To Whom It May Concern:

Liberty Mutual Insurance Company has the privilege of providing surety bonds for Henderson, Inc. since 2003. Our A.M. Best Financial Strength Rating is A, and Financial Size Category is XV.

Henderson, Inc. is capable of obtaining a 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction as referred to in Section 2.1 of the VDOT RFQ and said bonds will cover the Project and any warranty periods on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this project.

At this time, we are prepared to respond favorably should Henderson, Inc. accept an award and request performance and payment bonds. Our willingness to commit to any such request would, of course, be contingent upon our being satisfied with all prevailing underwriting conditions including but not limited to acceptable contract terms, acceptable bond forms, and confirmation of full financing.

Liberty Mutual Surety is licensed to transact surety business in all 50 states and is listed on the United States Department of Treasury list of acceptable surety companies.

Please feel free to contact us if you have any questions.

Sincerely,

Paul K. Reimer, AFSB
LIBERTY MUTUAL SURETY

Member of Liberty Mutual Group
Attachment 5
## 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.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>SCC Number</th>
<th>SCC Type of Corporation</th>
<th>SCC Status</th>
<th>DPOR Registered Address</th>
<th>DPOR Registration Type</th>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
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<tr>
<td>Henderson, Inc.</td>
<td>00798991</td>
<td>Corporation</td>
<td>Active</td>
<td>P.O. Box BM Williamsburg, VA 23188</td>
<td>BLD/HH</td>
<td>2701-004849“A”</td>
<td>03-31-2015</td>
</tr>
<tr>
<td>Atkins North America, Inc.</td>
<td>F0488397</td>
<td>Foreign Company</td>
<td>Active</td>
<td>11818 Rock Landing Drive, Suite 100, Newport News, VA 23606</td>
<td>ENG</td>
<td>0411000207</td>
<td>02-28-2014</td>
</tr>
<tr>
<td>Land Planning and Design Associates, Inc.</td>
<td>01425545</td>
<td>Corporation</td>
<td>Active</td>
<td>310 E. Main Street, Suite 200, Charlottesville, VA 22902</td>
<td>LA</td>
<td>0407001789</td>
<td>12-31-2015</td>
</tr>
<tr>
<td>H&amp;B Surveying &amp; Mapping, LLC</td>
<td>S2905604</td>
<td>Limited Liability Company</td>
<td>Active</td>
<td>612 Hull St., Suite 101B Richmond, VA 23224</td>
<td>LS</td>
<td>0407005432</td>
<td>12-31-2015</td>
</tr>
<tr>
<td>NXL Construction Co., Inc.</td>
<td>03497427</td>
<td>Corporation</td>
<td>Active</td>
<td>114 E. Cary St., Suite 200 Richmond, VA 23219</td>
<td>ENG, LS</td>
<td>0407003031</td>
<td>12-31-2015</td>
</tr>
<tr>
<td>D.W. Cary Hauling, Inc.</td>
<td>05705702</td>
<td>Corporation</td>
<td>Active</td>
<td>11520 Fox Cross Road Ashland, VA 23005</td>
<td>N/A</td>
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</tr>
</tbody>
</table>
CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That HENDERSON, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is March 24, 1958;

That the period of its duration is perpetual; and

That the corporation is in existence and 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: April 12, 2013

Joel H. Peck, Clerk of the Commission
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 357-8500

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
"CLASSIFICATIONS" BLD H/H

HENDERSON INC
PO BOX DRAWER BM
WILLIAMSBURG, VA 23187

Alteration of this document, use after expiration, or use by persons or firms other than those named may result in criminal prosecution under the code of Virginia.

Gordon N. Dixon, Director

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That Atkins North America, Inc., a corporation incorporated under the law of Florida, 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 August 13, 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 13, 2014

Joel H. Peck, Clerk of the Commission
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

EXPIRES ON 02-28-2014

9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER 0411000207

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

PROFESSIONS: ENG

ATKINS NORTH AMERICA, INC.
11818 ROCK LANDING DR
STE 100
NEWPORT NEWS, VA 23606 4273

Gordon W. Dixon, Director

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That LAND PLANNING AND DESIGN ASSOCIATES, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is December 21, 1972;

That the period of its duration is perpetual; and

That the corporation is in existence and 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 12, 2014

Joel H. Peck, Clerk of the Commission
I Certify the Following from the Records of the Commission:

That H & B Surveying and Mapping, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is April 27, 2009; and

That the limited liability company is in existence 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 13, 2014

Joel H. Peck, Clerk of the Commission
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION

PROFESSIONS: LS

H & B SURVEYING & MAPPING LLC
612 HULL ST
SUITE 101B
RICHMOND, VA 23224

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
I Certify the Following from the Records of the Commission:

A duly attested copy of a certificate setting forth that NXL Construction Co., Inc. conducts business in Virginia under the assumed or fictitious name of NXL CONSTRUCTION SERVICES, INC. was filed in the Clerk's Office of the Commission on September 16, 1992.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
July 29, 2009

Joel H. Peck, Clerk of the Commission
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS

BUSINESS ENTITY REGISTRATION

PROFESSIONS: ENG, LS

NXL CONSTRUCTION CO INC
NXL CONSTRUCTION SERVICES INC
114 E CARY ST STE 200
RICHMOND, VA 23219
Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That D. W. Cary Hauling Inc. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is January 17, 2002;

That the period of its duration is perpetual; and

That the corporation is in existence and 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:
December 30, 2013

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1312306008
**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) |
|---------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------|-----------------------------------------------------------------
| Colonial Heritage Phase 4 Sections 1 and 2 | AES Consulting Engineers | Lennar Corporation | Ph. 4, Section 1: 2/15/12 | Ph. 4, Section 1: 5/15/12 | Ph. 4, Section 1: $5,526,591 | Ph. 4, Section 1: $3,408,688 |
| Location: Williamsburg, Virginia | Name: AES Consulting Engineers | Phone: 757-748-3969 | Ph. 4, Section 1: 4/2013 | Ph. 4, Section 2: 5/15/12 | Ph. 4, Section 1: $5,495,065 | Ph. 4, Section 1: $5,495,065 |
|                           | Name of Client/Owner: Lennar Corporation | Phone: 757-748-3969 | Project Manager: Joseph Roque | Phone: 757-748-3969 | Email: Joseph.Roque@Lennar.com | Phone: 757-748-3969 |
|                           | Ph. 4, Section 1: 2/15/12 | Ph. 4, Section 1: 5/15/12 | Ph. 4, Section 2: 4/2013 | Ph. 4, Section 2: 5/15/12 | Ph. 4, Section 2: $5,495,065 | Ph. 4, Section 2: $5,495,065 |
|                           | Ph. 4, Section 1: 4/2013 | Ph. 4, Section 1: 5/15/12 | Ph. 4, Section 2: 4/2013 | Ph. 4, Section 2: 5/15/12 | Ph. 4, Section 2: $5,495,065 | Ph. 4, Section 2: $5,495,065 |
|                           | Ph. 4, Section 1: 5/15/12 | Ph. 4, Section 1: 5/15/12 | Ph. 4, Section 2: 4/2013 | Ph. 4, Section 2: 5/15/12 | Ph. 4, Section 2: $5,495,065 | Ph. 4, Section 2: $5,495,065 |

Henderson, Inc. recently completed Phase 4.1, Sections 1 and 2 and Phase 4.2 on the Colonial Heritage Development. The scope of work included the development of a 61 acre site, located south of US Route 60 on Centerville Road. Infrastructure improvements included land clearing, 178,524cy of cut to fill excavation, 13,036 ft of 15”, 18” 24” rc storm drain, 5500 lf of 8” DIP and 9,225 of 8” PVC sanitary lines, 12,008 ft of 12” and 8” diameter water lines, 6 miles of roadway construction using cement treated aggregate with 33,154 sqy of heavy duty and 2815 sqy of light duty VDOT approved asphalt paving, curb and gutter and sitework for 120 home sites. Work also included the reconstruction of two (2) earthen dams and the installation of two 3.5 acre dry BMPs and one 7.2 acre wet BMP. Henderson, Inc. and the Colonial Heritage site recently received Lennar’s “E&S Flagship Award.” A national recognition for exceeding the E&S standards of the local jurisdiction.

Colonial Heritage is an active adult golf community in Williamsburg, Virginia for adults 55 years of age and better, and was developed by Lennar-one of the largest homebuilders in America.

**Design-Bid-Build project: Contractor: Henderson, Inc. - Civil Designer: AES Consulting Engineers**
a. Project Name & Location
Navy Recreation Center
Location: Norfolk Naval Station

b. Name of the prime design consulting firm responsible for the overall project design.
Name: Kimley-Horn & Associates

Name of Client/Owner: VDOT
Phone: 757-494-5481
Project Manager: Mitch Layton
Phone: 757-494-5481
Email: mitch.layton@virginiadot.org

Name: Navy Recreation Center

Location: Norfolk Naval Station

8/23/10
8/10/12
$8,676,079.51
$9,148,164.00
$4,875,519

f. Contract Value (in thousands)

Original Contract Value

Final or Estimated Contract Value

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 Navy Recreation Center project was a design-build project constructed on the Naval Station Norfolk Base for the Virginia Department of Transportation. It is a 40-acre site conversion from Camp Allen Salvage Yard and Camp Allen Landfill to a recreational facility for the United States Navy. The recreational facilities consist of three soccer/multi-purpose fields, four dedicated baseball fields, 35 acres of open recreation/play area, two horseshoe pits, four volleyball courts and six picnic areas. Support facilities include parking lots, drives, pedestrian walkways, and all site utilities.

A 21-acre portion of the site was considered hazardous and had to be tested and disposed of properly. The project consisted of approximately 84,425 cubic yards of fill dirt. There was an issue of contaminated ground water throughout the site which was treated at a nearby facility and re-released. Major elements of the project included storm drainage, 6420sy of light duty asphalt paving, 2 miles of walking trails, rigid concrete pavement, 2,800 lf of 8” Sanitary Sewer, 2,300 lf of Waterlines, 2,600 lf of 18” & 24” RCP Storm Drain utilities, and security fencing.

"It is my experience that personnel at Henderson, Inc. conduct themselves in a professional courteous manner. Their significant strengths include: excellent project management methods, timely and effective communication, partnering/team oriented and fast learners on Owner/Client policies and procedures." - Mitch Layton, Construction Manager Norfolk Residency, VDOT

**ATTACHMENT 4.2.6(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

(LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
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<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)</th>
</tr>
</thead>
</table>
| Name: (HRSD) North Shore Maintenance Facility | Name: Kimley-Horn & Associates | Name of Client/Owner: Hampton Roads Sanitary Division (HRSD) 
Phone: 757-833-1720 
Project Manager: David Cooley 
Phone: 757-833-1720 
Email: dcooley@hrsd.com | 10/11/10 | 4/1/12 | $8,499,837 | $8,656,153 | $3,420,144 |

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.

This LEED Silver design-build project was constructed for the Hampton Roads Sanitary District (HRSD) and represents Henderson, Inc.’s diverse experience in both horizontal and vertical construction. Major elements of this project are the design, permitting and development of a 15-acre site to include clearing, demolition of an existing waste water treatment facility, 9865 cy of mass excavation, hazardous material remediation, earthwork, storm drainage, 10,314sy of light duty and 1910sy of heavy duty asphalt paving, rigid concrete pavement, 400 lf of 8” Sanitary Sewer, 1,820 lf of 8” & 12” DIP Waterlines, 1,740 lf of 24” & 30” RCP Storm Drain utilities, security fencing, and building structures. Henderson, Inc. was directly responsible for civil and architectural design coordination, construction documents, construction, site specific safety plan and coordination, QA/QC and project management. Henderson, Inc. self-performed all surveying, erosion control, mass excavation, grading, utilities, storm drainage, and pavement subgrade installation. One of the keys to success was our partnering/coordination among all stakeholders with particular focus on client satisfaction.

**ATTACHMENT 4.2.6(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

(LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
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<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement. (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Jefferson Avenue Streetscaping Design and Planning</td>
<td>Name: Denbigh Construction</td>
<td>Name of Client: City of Newport News, Virginia</td>
<td>2013</td>
<td>2014</td>
<td>$9,500</td>
<td>$942</td>
</tr>
<tr>
<td>Location: Newport News, Virginia</td>
<td>Phone: 757.926.8611</td>
<td>Project Manager: Ms. Kim Duggan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prime designer:** Atkins  
**Office location:** Newport News, VA

As part of the City of Newport News’ effort to revitalize the southeast community, Atkins provided professional engineering and consulting services for the revitalization of an 11-block corridor on Jefferson Avenue, between 25th and 36th Streets. Atkins provided investigations, studies, conceptual design alternatives, renderings of proposed streetscape, and developed construction documents for the project. The intent was to provide an improved pedestrian experience, adequate on-street parking, enhanced aesthetics, geometric roadway improvements, undergrounding of the overhead utilities, and upgrades to the existing city utilities. Atkins developed concept level option plans, 30% design development documents, and final signed and sealed construction documents. Construction documents included construction drawings, specifications and special provisions, construction cost estimates, and estimated bid quantities.

In coordination with the City Departments of Engineering, Development, Planning, the Newport News Redevelopment and Housing Authority, and private utility companies, the Atkins team worked to develop solutions to the challenges the City was facing in the revitalization of this corridor. In addition to monthly stakeholder meetings conducted by Atkins in which an interactive 3D model of the corridor was presented, the project involved close coordination with multiple other City development projects including the Martin Luther King Memorial Park and the Richard Hunt Sculpture Plaza. The interactive 3D model of the corridor used by the City to convey the improvements to the community and City Council.

Corridor improvements included the undergrounding of all overhead utilities (power and communications); upgrades to existing storm sewer; rehabilitation and upgrades to the sanitary sewer and water distribution system; streetscaping and landscaping improvements; an irrigation system; updated street LED lighting; and upgrades to meet current ADA regulations.

Atkins assisted the City in coordinating the streetscape plans and construction documents with both private utility owners and adjacent landowners, including preparation of easement acquisitions and plats along the corridor.

Atkins’ services included landscape architecture, concept studies, storm drainage design and modeling, traffic studies and analysis, pedestrian and ADA improvements, topographic surveys, roadway design and layout, irrigation design, signage, utility coordination, cost estimating, construction documents, and construction phase and inspection services.
**ATTACHMENT 4.2.6(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

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</tr>
</thead>
<tbody>
<tr>
<td>Lucille Creek Greenway</td>
<td>Name: The City of Powder Springs oversaw the contractor(s). Contact Pam Connor for information.</td>
<td>Name of Client: <strong>Powder Springs, Georgia</strong> Phone: 770.439.2500 Project Manager: Ms. Pam Connor Phone: 770.439.2500 Email: <a href="mailto:pamconnor@mindspring.com">pamconnor@mindspring.com</a></td>
<td>Multi-phased project Phase I: 2001 Phase II: 2003</td>
<td>2003 $1,500 $1,500</td>
<td>$120</td>
<td></td>
</tr>
</tbody>
</table>

**h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant.**

Lucille Creek, near downtown Powder Springs, crosses under the highly acclaimed Silver Comet Trail. In Phase I, Atkins planners identified the creek as a potential route between downtown Powder Springs and the Silver Comet Trail in the community enhancement plan prepared for Powder Springs. Atkins professionals examined the creek corridor and located a route that would accommodate cyclists and pedestrians safely along this environmentally sensitive area.

The City of Powder Springs realized much success with the first phase of the Lucille Creek Greenway, so the city decided to pursue Phase II. The two-mile greenway trail meanders its way through a sensitive wetland, and because of environmental concerns, the majority of the trail is elevated.

Atkins engineers explored several different methods of construction to determine the most aesthetically pleasing and cost-efficient way of safely traversing wetlands and the delicate stream buffer environment.

The trail connects neighborhoods on the northern end of Powder Springs to the Silver Comet Trail and to downtown. The trail is widely used and has become a symbol of pride in this rapidly changing community.

**Prime designer:** Atkins  
**Office location:** Atlanta, GA
**ATTACHMENT 4.2.6(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

<table>
<thead>
<tr>
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<th>g. Construction Contract Value (Actual or Estimated)</th>
<th>h. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement. (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Silver Comet Trail Multi-Use Path, Trailheads and Community Park</strong></td>
<td>Name: Cobb County oversaw contractor(s). Contact Bob Galante for information.</td>
<td>Name of Client: Cobb County Department of Transportation Phone: 770.528.1600 Project Manager: Mr. Bob Galante, PE Phone: 770.528.1621 Email: <a href="mailto:bob.galante@cobbcounty.org">bob.galante@cobbcounty.org</a></td>
<td>Multi-phased project started in 1998 through 2008</td>
<td>2008</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$383</td>
</tr>
</tbody>
</table>

**Atkins assisted Cobb County to develop the 12.8-mile Cobb County portion of the Silver Comet Trail. The Cobb County section extends from Paulding County to Smyrna, linking the cities of Powder Springs and Smyrna. Services included preparation of a concept report, environmental studies, trail construction plans, design of trestle retrofits, trailheads, pocket parks, parking lots, and construction engineering and inspection services. Crucial to the project’s timely and successful completion were close coordination between Atkins and the Cobb County Department of Transportation, successful state agency coordination, and a very active public involvement program.**

**Recreational uses**
Today, the scenic trail is enjoyed by many users, from cyclists to casual walkers, providing spectacular views and a safe, clean environment for recreation. This trail section is an important leg in the total Silver Comet Trail system, which will ultimately provide a 110-mile continuous connection from Anniston, Alabama, to Atlanta, Georgia, and be one of the country’s longest paved trails.

**Trailhead facilities**
In addition to the design of several miles of the Silver Comet Trail, Atkins prepared conceptual drawings, construction plans, and specifications for three trailhead facilities. The first location is at Floyd Road, where an abandoned historic building on the site was restored and now jointly serves as a meeting space and trailhead restroom facility. The second location included the Mavell Road trailhead facility, where a new building was design and constructed. In addition to the buildings, these two trailheads include parking for more than 50 cars, picnic tables, walkways, benches, bicycle racks, landscape improvements, and signage.

**Silver Comet Trailhead and Community Park**
The third trail location included the Silver Comet Trailhead Park maintained by the Cobb County Parks, Recreation and Cultural Affairs. Atkins provided services to redesign this existing park, which is located adjacent to the Silver Comet Trail. Atkins’ park redesign includes landscape, play structures, a maintenance building, restroom facilities, parking, decorative fencing, and other site furnishings.

Atkins’ services for these project sites included trailhead facility planning, landscape architecture, civil engineering, park design, and architectural design.

**Prime designer:** Atkins

**Office location:** Atlanta, GA
Virginia Department of Transportation
Request for Proposals

Virginia Capital Trail – Park Phase

State Project No.: 0005-043-714, P101, R201, C501, B601-B608

Federal Project No.: STP-OC-5A27(189)

Contract ID No.: C00103665DB73

PRICE PROPOSAL

Submitted: February 14, 2014

Submitted by:

HENDERSON INCORPORATED
5806 Mooretown Road
Williamsburg, Virginia 23188
(757) 565-1090 (Office)
(757) 564-9120 (Fax)
VA 2701-004849 "A"

www.hendersoninc.com
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL
CHECKLIST

Project Name: Virginia Capital Trail – Park Phase
Contract ID Number: C00103665DB73

➢ Contents of Price Proposal:

☒ Proposal Price, in both numbers and words (Attachment 4.3.1)

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

☒ Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division 1 Amendments to the Standard Specifications

☒ Sworn Statement Forms (C-104, C-105, Attachments 4.3.4(a) and 4.3.4(b))

☒ DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.3.5(a), 4.3.5(b) and 4.3.5(c))

☒ CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file
Section 1
Price Proposal Form
ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

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

Price Proposal Cost Breakdown Summary;

Design Services, LS $1,517,590
Mobilization (Construction), LS $753,721
Quality Assurance (QA) (Construction), LS $339,003
Quality Control (QC) (Construction), LS $111,440
Earthwork, LS $1,059,927
Roadway Incidental, LS $1,896,632
Bridge (Structures), LS $2,464,002
Drainage (Structures), LS $2,206,032
Utilities, LS $56,000
Pavement, LS $432,380
Permanent Traffic Control/Signage, LS $35,280
Maintenance of Traffic, LS $14,212
All Others Costs, LS $-

Proposal Price: (Specify the Total Lump Sum price in both numbers and words, this price shall equal to the total sum of the items listed above)

Lump Sum (LS): Seven million six hundred ninety-five thousand three hundred ninety-two dollars ($7,695,392)

Signature: [signature]
Date: 2/14/2014

Design-Build: Henderson, Inc.
Vendor No.: H381
Section 2
Price Adjustment Information and Forms
EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR ASPHALT MATERIAL PRICE ADJUSTMENT DESIGN-BUILD PROJECTS

August 9, 2013

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

Each month, the Department will publish an average state-wide PG 64-22 f.o.b. price per ton developed from the average terminal prices provided to the Department from suppliers of asphalt cement to contractors doing work in Virginia. The Department will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on or about the last weekday of the month. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price for the following month. That monthly state-wide average price will be posted on the Construction Division website on or about the first weekday of the following month.

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

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

\[ A = Q \times \%AC \times IC \]

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

Example Calculation for Negative Price Adjustment (Credit back to VDOT):
7,500 Tons of SM-12.5A put in place during the month (Q), Job Mix is 6.1% Asphalt Cement for SM-12.5A (%AC), Base Index for the Contract is $515/Ton, Current Index is $500/Ton, Difference of - $15.00/Ton (IC)

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

Example Calculation for Positive Price Adjustment (Paid to the Design-Builder):
10,000 Tons of BM-25.0A put in place during the month (Q), Job Mix is 5.2% Asphalt Cement for BM-25.0A (%AC), Base Index for the Contract is $515/Ton, Current Index is $560/Ton, Difference of + $45.00/Ton (IC)

\[ 10,000 \text{ Tons BM-25.0A} \times 5.2\% \times 45.00/\text{Ton} = +23,400.00 \text{ Adjustment Amount} \]
Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula. The quantity of asphalt emulsion for surface treatments to which adjustment will be applied will be the quantity based on 65 percent residual asphalt.

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

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted hereinbefore may result in rejection of items for asphalt adjustment.
### VIRGINIA DEPARTMENT OF TRANSPORTATION
### MASTER LISTING OF
### ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT
### (10-27-09)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>SPECIFICATION</th>
</tr>
</thead>
<tbody>
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<td>10062</td>
<td>Asphalt-Stab. Open-Graded Material</td>
<td>Ton</td>
<td>313</td>
</tr>
<tr>
<td>10416</td>
<td>Liquid Asphalt</td>
<td>Gal</td>
<td>311 312</td>
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<td>10420</td>
<td>Blotted Seal Coat Ty. B</td>
<td>Sy</td>
<td>ATTD</td>
</tr>
<tr>
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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: 0005-043-714, P101, E201, C501, B601-B608

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 $501.22 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: 2/14/2014

SIGNATURE: [Signature]

Henderson, Inc.
(Firm or Corporation)

H381
(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:

\[ S = (E - B) \times QF \]

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: 2/14/2014

Signature: [Signature]

Design-builder: Henderson, Inc.

Vendor No.: H381
EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

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

June 30, 2011

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

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in steel used on specific items of work identified in the Price Proposal/contract in accordance with this provision. Provided at the end of this provision is a master listing of standard bid items the Department has determined are eligible for steel price adjustment. Inventoried materials from the listing of eligible items are specifically excluded for consideration. In addition, concrete items where reinforcing steel is normally included in the unit bid price for the item such as (but not limited to) drop inlets, median barriers, sound barrier walls, bridge railing and parapets, are not eligible for consideration under this provision.

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

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

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

Price adjustment of each qualifying item under consideration will be subject to the following condition:

There is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.
The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. Please note: The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

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

**Price increase/decrease will be computed as follows:**

\[ A = B \times P \times Q \]

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

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

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

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

Upon Department review and due process consideration for redress by Design-Build, any apparent evidence to unbalance the price supplied by Design-Build in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.
FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

(Date for receipt of price proposal) February 14, 2014

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.

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We, 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 Steel Adjustment for Design-Build Projects to this Price Proposal and contract. The terms and conditions for participation are as stated in the Special Provision for Steel Adjustment for Design-Build Projects.

Henderson, Inc. ___________________________ February 14, 2014 Date
Design-Builder ___________________________
Sample Calculation of a Price Adjustment (Increase)


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

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

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

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

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

Adjustment formula is as follows:

\[ A = B \times P \times Q \]

Where;

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

\[ B = \$0.2816 \]
\[ P = \frac{(161.1 - 139.6)}{139.6} - 0.10 = 0.054 \]
\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.054 \times 450,000 \]
\[ A = \$6,842.88 \text{ pay adjustment to Design-Build} \]
Sample Calculation of a Price Adjustment (decrease)


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

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

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

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

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

Adjustment formula is as follows:

\[ A = B \times P \times Q \]

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

\[ B = \$0.2816 \]
\[ P = (156.6 - 136.3)/156.6 - 0.10 = 0.030 \]
\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.030 \times 450,000 \]
\[ A = \$3,801.60 \text{ credit to Department} \]
### MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

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<td>avg. 1017 &amp; 101</td>
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<td>PED. FENCE 10&quot;</td>
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<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68100</td>
<td>REINF. STEEL</td>
<td>LB</td>
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<tr>
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<td>LB</td>
<td>101704</td>
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</tr>
<tr>
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<td>LB</td>
<td>avg. 1017 &amp; 101</td>
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<td>68108</td>
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<td>LB</td>
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<tr>
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<td>LB</td>
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</tr>
<tr>
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<tr>
<td>68113</td>
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<td>STRUCT. STEEL</td>
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<td>SF</td>
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<td>LB</td>
<td>101704</td>
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<tr>
<td>69104</td>
<td>CORROSION RESISTANT REINF. STEEL</td>
<td>LB</td>
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<tr>
<td>69105</td>
<td>EPOXY COATED REINF. STEEL</td>
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<td>101704</td>
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<td>STEEL PILES 10&quot;</td>
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<td>DRIVING TEST FOR 12&quot; STEEL PILE</td>
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</tr>
</tbody>
</table>

I elect not to use this provision

Date: 2/14/2014

Signature: [Signature]

Design-Builder: Henderson, Inc.

Vendor No.: H381
Section 3
Proposal Guarantee
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE

principal, and Liberty Mutual Insurance Company

Surety, are held and firmly bound unto the
Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE
BID, lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly
by these presents.

SIGNED, sealed and dated this 14th Day of February, 2014

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

PROJECT NUMBER: Virginia Capital Trail - Park Phase, Henrico County, Virginia
State Project No. 0005-043-714, P101, R201, C501
Federal Project No. STP-06-592(189)
Contract ID No. C801036069DB73

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.

Henderson, Inc.

By: ____________________
   (Officer, Partner or Owner) (Seal)
   
   Henderson, Inc.

By: ____________________
   (Officer, Partner or Owner) (Seal)
   
   Liberty Mutual Insurance Company

By: ____________________
   (Attorney-in-Fact** ) (Seal)
   Terri K. Strawhand

175 Berkeley Street, Boston, MA 02116

By: ____________________
   (Address)
   
   (Surety Company)

By: ____________________
   (Address)
   
   (Surety Company)

By: ____________________
   (Address)
   
   (Surety Company)

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

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

**Electronic Bid Bond ID
Company/Bidder Name
Signature and Title

*Attach copy of Power of Attorney
This Power of Attorney is not valid unless it is printed on red background.

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

Certificate No. 0095835

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

POWER OF ATTORNEY

Known all persons by these presents: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the 'Companies'), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kathryn Snell, Mark C. Bundy, Tammy A. Ward, Terri K. Strawhant, William E. Crawley, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of April, 2013.

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

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 24th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In witness whereof, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

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

ARTICLE IV - OFFICERS
12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation.

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

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

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

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

In testimony whereof, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2014.

By: David M. Carey, Assistant Secretary
Section 4
Sworn Statement Forms
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: 0005-043-714, P101, R201, C501, B601-B608

FHWA: STP-OC-5A27(189)

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 UNSWRN 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 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

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

Signed at York County, Virginia, this 14th day of February, 2014
Henderson, Inc. By: Lydith Lay, Vice President
(Name of Firm) (Signature) (print)

STATE of Virginia
COUNTY (CITY) of York County
To-wit: Leslie Schultz, a Notary Public in and for the State and County(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.

Subscribed and sworn to before me this 14th day of February, 2014
Fleming Stewart, Notary Public

My Commission expires August 21, 2015

OR

UNSWORN DECLARATION

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

Signed at , this day of , 20

(County (City), STATE) (Name of Firm) By: (Signature) Title (print)

[Signature]

JENNIFER STEWART
Notary Public
Commonwealth of Virginia
Reg. #7004966
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: 0005-043-714, P101, R201, C501, B601-B608

FHWA: STP-OC-5A27(189)

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
HR-UCHA

Location of Principal Office
3105 Western Branch Blvd
Unit SC
Chesapeake, VA 23321

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.:  

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and

(d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

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

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

Signed at York County, Virginia, County (City), STATE this day of February, 2014

Henderson, Inc.  
(Name of Firm)  

By: (Signature)  
(Vice President)  

STATE of Virginia  
COUNTY (CITY) of York County  

I, Jennifer Stewart, a Notary Public in and for the State and 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.

Subscribed and sworn to before me this day of February, 2014

My Commission expires Aug. 31, 2015

JENNIFER STEWART  
Notary Public  
Commonwealth of Virginia  
Reg. #704066  
Section 5
DBE Requirement Forms
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0005-043-714, P101, R201, C501, B601-B608
FHWA NO. STP-OC-5A27(189)

*** INSTRUCTIONS ***

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NEEDED. PLEASE NOTE: THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 50% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 6 %
PERCENT ATTAINED BY BIDDER 8 %

<table>
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<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
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<tr>
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<td>Hauler (H)</td>
<td>Hauling</td>
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<td>1. H &amp; B Surveying, Inc</td>
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<td>Surveying</td>
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<td>2. N X C Construction Co., Inc</td>
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<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$131,947</td>
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</table>

TOTAL CONTRACT VALUE $7,695,392 x REQUIRED DBE 6 % = $461,723

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

Henderson, Inc.

BIDDER

Vice President

TITLE

BY

SIGNATURE

3/14/2014

DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-043-714, P101, R201, C501, B601-B608
Federal Project No.: STP-OC-5A27(189)

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor  Henderson, Inc.

By:  [Signature]

Vice President

Title

Date:  February 14, 2014

First Tier
Subcontractor if Applicable

By:  [Signature]

Title

Date:  

For the DBE Prime Contractor:  [Signature]

Title

Date:  

Form C-112
Rev. 3-1-11
Page 1 of 2
Second Tier
Subcontractor if Applicable

By: ___________________________ Signature
    ___________________________ Title
    ___________________________ Date:

Third Tier
Subcontractor if Applicable

By: ___________________________ Signature
    ___________________________ Title
    ___________________________ Date:

DBE Contractor
H&B Surveying and Mapping, LLC

By: ___________________________ Signature
    ___________________________ Title
    ___________________________ Date: February 13, 2014
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-043-714, P101, R201, C501, B601-B608
Federal Project No.: STP-OC-5A27(189)

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 28.55 (c), (d).

TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor: Henderson, Inc.
By: [Signature]  
Vice President  
Date: February 14, 2014

First Tier Subcontractor If Applicable
By: [Signature]  
Title  
Date: 


Second Tier
Subcontractor if Applicable

By: ________________________
    Signature               Title
    Date: ____________________

Third Tier
Subcontractor if Applicable

By: ________________________
    Signature               Title
    Date: ____________________

DBE Contractor
    NXL Engineers, Surveyors & Construction Managers

By: ________________________
    Signature               Chief Executive Officer
    Date: February 11, 2014
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-043-714, P101, R201, C501, B601-B608
Federal Project No.: STP-OC-SA27/189

This form is to be submitted in accordance with the Department's Special Provision for Section 107.16.

It is hereby certified by the below signed Contractor that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor
Henderson, Inc.

By: [Signature] Vice President
Date: February 14, 2019
Title

First Tier
Subcontractor if Applicable

By: [Signature] Title
Date: __________________________

P.1 047984772 804132011772 FEB 13 2014 12:17PM D.W. CAREY HUNTING IRC
Second Tier
Subcontractor If
Applicable

By: ________________________________  Title: ________________________________
Signature: ____________________  Date: ________________________________

Third Tier
Subcontractor If
Applicable

By: ________________________________  Title: ________________________________
Signature: ____________________  Date: ________________________________

DBE Contractor

D.W. Cary Hauling Inc.

By: ________________________________  Title: ________________________________
Signature: ____________________  Date: ________________________________

By: ________________________________  Title: ________________________________
Signature: ____________________  Date: 2/13/14