

PRICE PROPOSAL

I-95 EXPRESS LANES - SOUTHERN TERMINUS EXTENSION

STAFFORD COUNTY, VIRGINIA

STATE PROJECT NO.: 0095-969-720, P101, R201, C501

FEDERAL PROJECT NO.: STP-000S (321)

CONTRACT ID NUMBER: C00108315DB90



PREPARED FOR:

SUBMITTED BY:





April 15, 2016

Mr. Suril R. Shah
Alternate Project Delivery Office
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219

RE: I-95 Express Lanes – Southern Terminus Extension
Stafford County, Virginia
State Project No.: 0095-969-720
Contract ID Number: C00T17210DB90

Mr. Shah:

The Lane Construction Corporation (LANE) is pleased to submit our Price Proposal for the above referenced design-build project with the Virginia Department of Transportation (VDOT). Our response contains all information requested in the RFP dated February 29, 2016 and Addenda 1-5.

The LANE Team appreciates the opportunity to propose on this critically important project. We look forward to partnering with VDOT to make the I-95 Express Lanes – Southern Terminus Extension project a landmark success for the citizens of Virginia.

Should you have any additional questions, I can be contacted by phone at (703) 222-5670 or e-mail at RAMcDonough@laneconstruct.com.

Respectfully,

Richard A. McDonough
Senior District Manager
The Lane Construction Corporation

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: I-95 Express Lanes – Southern Terminus Extension
Contract ID Number: C00108315DB90**

➤ **Contents of Price Proposal:**

- Proposal Price, in both numbers and words (Attachment 4.3.1)**
 - Schedule of Items itemized in accordance with Part 1, Section 4.3.2, including material quantities and costs of each proposed work package**
 - Proposed Monthly Payment Schedule showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.3.3**
 - Price Adjustment Information and Forms for 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 I Amendments to the Standard Specifications**
 - Sworn Statement Forms (C-104, C-105, Attachments 4.3.6(a) and 4.3.6(b))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
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ATTACHMENT 3.6

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

RFP NO. 0095-969-720
PROJECT NO.: C00108315DB90

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 3.6, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

- 1. Cover letter of RFP – March 2, 2016
(Date)
- 2. Cover letter of RFP Addendum No. 1 – March 21, 2016
(Date)
- 3. Cover letter of RFP Addendum No. 2 – March 29, 2016
(Date)
- 4. Cover letter of RFP Addendum No. 3 – April 2, 2016
(Date)
- 5. Cover letter of RFP Addendum No. 4 – April 6, 2016
(Date)
- 6. Cover letter of RFP Addendum No. 5 – April 12, 2016
(Date)


SIGNATURE

April 15, 2016
DATE

Richard A. McDonough
PRINTED NAME

Senior District Manager
TITLE

4.3.1 PROPOSAL PRICE

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

4,050,000
\$ ~~4,050,000~~ RAM

Construction Services (exclude QA/QC), LS

\$ 26,905,000

Quality Assurance (QA) (Construction), LS

\$ 1,025,000

Quality Control (QC) (Construction), LS

\$ 1,500,000 -

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): thirty three million four hundred eighty thousand dollars (\$33,480,000)

Signature: RAMS Date: April 15, 2016

Design-Builder: The Lane Construction Corporation

Vendor No.: L002

4.3.2 SCHEDULE OF ITEMS

Attachment 4.3.2
State Project 0095-969-720

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

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

Date: 4/15/2016

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
104	PROJECT DESIGN		1	LS	\$ 4,000,000.00
25595	QUALITY CONTROL		1	LS	\$ 1,500,000.00
25593	QUALITY ASSURANCE		1	LS	\$ 1,025,000.00
49017*	UTILITY RELOCATIONS		1	LS	\$ 2,200.00
85130	BOND		1	LS	\$ 230,000.00
29000*	LANDSCAPING REQUIREMENTS		1	LS	\$ 110,000.00
25561	FORMAL PARTNERING		1	LS	\$ 30,000.00
24330	INCIDENT MANAGEMENT PLAN		1	LS	\$ 50,000.00
25565	PROGRESS SCHEDULE BASELINE		1	LS	\$ 6,500.00
25567	PROGRESS SCHEDULE UPDATES		21	EA	\$ 21,000.00
85011	NO EXCUSES INCENTIVE PAYMENT		1	LS	\$ 1.00
00100	MOBILIZATION		1	LS	\$ 1,650,000.00
00101	CONSTRUCTION SURVEYING (CONSTRUCTION)		25	MO	\$ 250,000.00
00109	UTILITY LOCATING (TEST PITS)		20	EA	\$ 30,000.00
00111	CLEARING AND GRUBBING		25	ACRE	\$ 375,000.00
00120	REGULAR EXCAVATION	Fuel	122,539	CY	\$ 1,666,530.40
00250*	UNDER CUT & REFILL		1,350	CY	\$ 101,250.00
00588	UNDERDRAIN UD-4		16,660	LF	\$ 149,940.00
00590	COMB UNDERDRAIN CD-1		178	LF	\$ 3,026.00
00591	COMB UNDERDRAIN CD-2		16	LF	\$ 304.00
00595	OUTLET PIPE		725	LF	\$ 8,700.00
00596	EW-12		38	EA	\$ 48,450.00
00700	POST INSTALLATION INSPECTION		22,499	LF	\$ 89,996.00
0525	CONCRETE A3	Fuel	77	CY	\$ 116,089.50
01152	15" PIPE		120	LF	\$ 12,600.00
01182	18" PIPE		2,963	LF	\$ 370,375.00
01242	24" PIPE		1,895	LF	\$ 284,250.00
01302	30" PIPE		75	LF	\$ 13,125.00
01362	36" PIPE		170	LF	\$ 38,250.00
01422	42" PIPE		9	LF	\$ 3,240.00
01480	48" PIPE		112	LF	\$ 50,400.00
01602	60" PIPE		413	LF	\$ 258,125.00
06151	15" END SECTION, ES-1 OR 2		2	EA	\$ 2,600.00
06181	18" END SECTION, ES-1		1	EA	\$ 1,800.00
06241	24" END SECTION, ES-1 OR 2		1	EA	\$ 2,200.00
06748	DROP INLET DI-2B, L=8'		12	EA	\$ 49,200.00
06765	DROP INLET DI-2C, L=8'		1	EA	\$ 4,200.00
07506	DROP INLET DI-5		1	EA	\$ 3,300.00
07508	DROP INLET DI-7		34	EA	\$ 115,600.00
08900	DROP INLET DI-12A, L=8'		1	EA	\$ 3,500.00
08962	DROP INLET DI-13 TY I		6	EA	\$ 21,000.00
08980	DROP INLET DI-14E TY.III, L=8'		2	EA	\$ 27,000.00
09056	MANHOLE MH-1 OR 2 (12 EA)		191	LF	\$ 152,800.00
09057	FRAME & COVER MH-1		12	EA	\$ 7,200.00
09065	NS JUNCTION BOX (20-25')		1	EA	\$ 10,000.00

Attachment 4.3.2
State Project 0095-969-720

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

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

Date: 4/15/2016

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
14411	PIPE TIE IN		12	EA	\$ 12,000.00
14101*	REM EXIST PIPE END WALLS-ALL SIZES, TYPES		16	EA	\$ 16,000.00
14102*	REM EXIST DRAINAGE PIPE 12"-48"		112	LF	\$ 3,360.00
14103*	CAP EXISTING STRUCTURE		1	EA	\$ 3,300.00
09150	EROS CTRL STONE CL I EC-1	Fuel	757	TN	\$ 121,120.00
09152	EROS CTRL STONE CL II EC-1		87	TN	\$ 13,050.00
09155	GABIONS		49	CY	\$ 19,600.00
09250	SLOPE DRAIN		10	EA	\$ 15,000.00
09215	PAVED DITCH PG-5		234	SY	\$ 23,400.00
10017	CEM STAB AGGR BASE MATL.TY.I NO. 21A	Fuel	13,318	TN	\$ 599,310.00
10062	ASPH.-STAB. OPEN-GRADED MATERIAL	Fuel & Asphalt	4,607	TON	\$ 437,665.00
10113	AGG BASE MATL, TYI, NO. 21B	Fuel	10,364	TN	\$ 362,740.00
10416	PRIME COAT	Asphalt	3,412	GAL	\$ 17,060.00
10609	ASPHALT CONC TY SM-12.5E PG 76-22	Fuel & Asphalt	7,844	TN	\$ 745,180.00
10610	ASPHALT CONC TY IM-19.0A	Fuel & Asphalt	6,598	TN	\$ 527,840.00
10628	FLEXIBLE PAVE. PLANING 0" - 2"	Fuel	10,737	SY	\$ 42,948.00
10629	FLEXIBLE PAVE. PLANING ABOVE 2"-4"	Fuel	6,087	SY	\$ 48,696.00
10642	ASP CONC BASE COURSE TY BM-25.0A	Fuel & Asphalt	20,689	TN	\$ 1,344,785.00
10700	RUMBLE STRIP, ASPHALT		323	LF	\$ 6,460.00
11070	NS SAW-CUT ASPH CONC, 15"		6,057	LF	\$ 60,570.00
12322	ASPHALT CONC CURB TY MC-3B	Asphalt	7,916	LF	\$ 118,740.00
12505	ASPH CONC CURB BACKUP MATERIAL	Asphalt	1,069	TN	\$ 160,350.00
13315	GUARDRAIL TERMINAL GR-11		3	EA	\$ 2,700.00
13320	GUARDRAIL GR-2		15,689	LF	\$ 235,335.00
13323	GUARDRAIL GR-2A		7,916	LF	\$ 197,900.00
13345	ALTERNATE BREAKAWAY CABLE TERMINAL (GR-9)		10	EA	\$ 30,000.00
13392	FIXED OBJECT ATTACH. GR-FOA-2, TY I		2	EA	\$ 4,700.00
13383	FIXED OBJECT ATTACH. GR-FOA-2, TY II		1	EA	\$ 800.00
68013	NS MEDIAN BARRIER, BPPS		943	LF	\$ 377,200.00
13607	IMPACT ATTEN.(TL-3,>45 MPH DES.SP)		1	EA	\$ 3,500.00
13604	IMPACT ATTEN. SER. TY. 1 (TL-3,>45MPH)		13	EA	\$ 260,000.00
13755	SOUND BARRIER WALL		88,200	SF	\$ 3,528,000.00
24100	ALLAYING DUST		1,232	HR	\$ 221,760.00
24152	TYPE III BARRICADE 8'		10	EA	\$ 2,750.00
24160	CONSTRUCTION SIGNS		992	SF	\$ 19,840.00
24265	MOT CREW		12	MO	\$ 480,000.00
24272	TRUCK MOUNTED ATTENUATOR		2,640	HR	\$ 66,000.00
24278	GROUP 2 CHANNELIZING DEVICES		70,400	DAY	\$ 35,200.00
24279	PORTABLE CHANGEABLE MESSAGE SIGN		140,160	HR	\$ 175,200.00
24281	ELECTRONIC ARROW		2,749	HR	\$ 10,996.00
24288	WARNING LIGHT TY. B		7,040	DAY	\$ 3,520.00
24297	TRAF.BARR.SER.CONC.DOUBLE FACE		20,250	LF	\$ 607,500.00
24355	POLICE PATROL		1	HR	\$ 1.00
24600	REMOVE EXISTING GUARDRAIL		3,498	LF	\$ 6,996.00
24601	REMOVE EXISTING TEMP.CONC.BARRIER SERVICE & HAUL		1,420	LF	\$ 14,200.00

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State Project 0095-969-720

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Date: 4/15/2016

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
24703	NS REMOVE EXISTING UNDERDRAIN		5,775	LF	\$ 34,650.00
25505	MODIFIED FIELD OFFICE TY.I		25	MO	\$ 150,000.00
27012	TOPSOIL CL A 2"		24	AC	\$ 132,000.00
27102	REGULAR SEED (220 LB/AC)		8,965	LB	\$ 134,475.00
27103	OVERSEEDING (100 LB/AC)		4,075	LB	\$ 40,750.00
27215	FERTILIZER (15-30-15)		7	TN	\$ 14,000.00
27250	LIME		82	TN	\$ 82,000.00
27288	EROSION CONTROL MULCH		8	AC	\$ 20,000.00
27299*	NS ACID-BASE ACCOUNTING TESTS		660	EA	\$ 49,500.00
27254	NS LIME TREATMENT OF ACIDIC SOILS		132	TN	\$ 132,000.00
27321	PROTECTIVE COVERING EC-2		100	SY	\$ 300.00
27327	SOIL STABILIZATION MAT EC-3, TYPE C		11,609	SY	\$ 116,090.00
27335*	RELOCATED STREAM CHANNEL		405	LF	\$ 10,125.00
27340	TEMP.DIVE.CHANNEL EXCAVATION		1,989	CY	\$ 69,615.00
27345	TEMPORARY DIVERSION DIKE		10,564	LF	\$ 52,820.00
27410	CHECK DAM, ROCK TY. I		26	EA	\$ 65,000.00
27415	CHECK DAM, ROCK TY. II		37	EA	\$ 11,100.00
27422	DEWATERING BASIN (disposable bags-contingency quan		10	EA	\$ 7,000.00
27451	INLET PROTECTION, TYPE A		38	EA	\$ 17,100.00
27461	INLET PROTECTION, TYPE B		21	EA	\$ 6,300.00
27470*	EROSION CONTROL MAINT CREW		14	MO	\$ 280,000.00
27471*	CONST ENTRANCE/EXIT		13	EA	\$ 195,000.00
27472*	TEMPORARY SEEDING		8	AC	\$ 80,000.00
27505	TEMP SILT FENCE		7,740	LF	\$ 23,220.00
27507*	TEMP SUPER SILT FENCE		3,295	LF	\$ 16,475.00
27526	PLYWOOD BAFFLE IN SEDEMENT TRAPS		1,330	SF	\$ 11,970.00
23560	TEMPORARY SAFETY FENCE AROUND WETLAND BOUNDARIES		8,816	LF	\$ 35,264.00
27530*	TEMP SEDIMENT TRAP EXCAV.		6,464	CY	\$ 96,960.00
27531	TEMP SEDIMENT FOREBAY (SMALL SIZES)		3	EA	\$ 3,300.00
27560	TEMPORARY RISER AND OUTLET		1	EA	\$ 22,000.00
27545	STORM WATER MAN. BASIN EXCAV.	Fuel	25,201	CY	\$ 327,613.00
27550	SMW-1 STRUCTURE		40	LF	\$ 88,000.00
54076	TY B CL VI PAVT LINE MKG 6"		29,017	LF	\$ 116,068.00
54077	TY B CL VI PAVT LINE MKG 8"		7,387	LF	\$ 44,322.00
54079	TY B CL VI PAVE.LINE MARK.6"CONT		250	LF	\$ 2,000.00
54080*	TY B CL VI PAVT LINE MKG 24"		553	LF	\$ 11,060.00
54217	SNOW PL RAISED PAVE. MARKER ASPH. CONC		348	EA	\$ 13,920.00
54105	ERAD. OF EXIST.PAVE.MARKING		472	LF	\$ 2,360.00
54400	PAVEMENT MESSAGE MARK. "ONLY"		2	EA	\$ 750.00
54402	NS PAVE. MESSAGE MARK "EZPASS"		2	EA	\$ 1,560.00
24286	FLEXIBLE POST DELINEATOR		10	EA	\$ 1,300.00
50980*	SIGNS		1	LS	\$ 1,600,000.00
55004*	LIGHTING/ITS		1	LS	\$ 5,484,009.10

Attachment 4.3.2
State Project 0095-969-720

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

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Date: 4/15/2016

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
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¹ Use five-digit work item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes (i.e. 00100-Mobilization; 00120-Regular Excavation, etc...).

4.3.3 PROPOSED MONTHLY PAYMENT SCHEDULE

The Lane Construction Corporation		I-95 Express Lanes - Southern Terminus Extension	
90 Fieldstone Court		Contract ID Number: C00108315DB90	
Cheshire, CT 06410		Proposed Monthly Payment Schedule	
		Bid Date: April 15, 2016	
Month	Year	Monthly Draw	Cumulative Draw
April	2016	\$ -	\$ -
May	2016	\$ -	\$ -
June	2016	\$ 1,139,000	\$ 1,139,000
July	2016	\$ 1,521,000	\$ 2,660,000
August	2016	\$ 2,409,000	\$ 5,069,000
September	2016	\$ 1,656,000	\$ 6,725,000
October	2016	\$ 1,530,000	\$ 8,255,000
November	2016	\$ 1,405,000	\$ 9,660,000
December	2016	\$ 1,174,000	\$ 10,834,000
January	2017	\$ 1,083,000	\$ 11,917,000
February	2017	\$ 781,000	\$ 12,698,000
March	2017	\$ 1,312,000	\$ 14,010,000
April	2017	\$ 1,792,000	\$ 15,802,000
May	2017	\$ 1,862,000	\$ 17,664,000
June	2017	\$ 2,342,000	\$ 20,006,000
July	2017	\$ 2,392,000	\$ 22,398,000
August	2017	\$ 2,487,000	\$ 24,885,000
September	2017	\$ 2,353,000	\$ 27,238,000
October	2017	\$ 2,048,000	\$ 29,286,000
November	2017	\$ 555,000	\$ 29,841,000
December	2017	\$ 392,000	\$ 30,233,000
January	2018	\$ 392,000	\$ 30,625,000
February	2018	\$ 392,000	\$ 31,017,000
March	2018	\$ 418,000	\$ 31,435,000
April	2018	\$ 471,000	\$ 31,906,000
May	2018	\$ 596,000	\$ 32,502,000
June	2018	\$ 495,500	\$ 32,997,500
July	2018	\$ 270,500	\$ 33,268,000
August	2018	\$ 212,000	\$ 33,480,000

**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)**

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

16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type li	Ton	ATTD
16504	Surf.Preparation & Restoration Type lii	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

Exhibit 6.3(b)

Form C-16a
August 9, 2013

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

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

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b.
price of \$ 480 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: April 15, 2016

SIGNATURE: 

The Lane Construction Corporation
(Firm or Corporation)

L002

(Vendor No.)

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

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

June 30, 2011
(Revised) November 5, 2012

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I elect to use this provision

I elect not to use this provision

Date: April 15, 2016

Signature: 

Design-builder: The Lane Construction Corporation

Vendor No.: L002

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE The Lane Construction Corporation As principal, and Zurich American Insurance Company and Fidelity and Deposit Company of Maryland 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 8th Day of March, 20 16

WHEREAS, the above said principal is herewith submitting its proposal for: I-95 Express Lanes - Southern Terminus Extension
PROJECT NUMBER: C00T17210DB90

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.

The Lane Construction Corporation
(Principal*)
By: [Signature]
(Officer, Partner, Owner, or Executive Vice President)
David F. Benton
Exec. V.P.
(Principal*)

Zurich American Insurance Company and Fidelity and Deposit Company of Maryland
(Surety Company)
By: [Signature]
Jessica Iannotta
(Attorney-in-Fact**) (Seal)
1400 American Lane, Schaumburg, IL 60196-1056
(Address)

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

(Principal*)

By: Liberty Mutual Insurance Company
(Surety Company)
[Signature]
Jessica Iannotta
(Attorney-in-Fact**) (Seal)

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

By: 175 Berkeley Street, Boston, MA 02116
(Address)

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

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

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

**Attach copy of Power of Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vivian CARTI, Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Jessica IANNOTTA, Annette LEUSCHNER, Edward REILLY, Kelly O'MALLEY** and **Evangelina L. DOMINICK**, all of New York, New York, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of November, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

Gerald F. Haley

*Secretary
Eric D. Barnes*

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 18th day of November, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of March, 2016.



Thomas O. McClellan, Vice President

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. 7208182

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, Annette Leuschner; Cynthia Farrell; Debra A. Deming; Edward Reilly; Evangelina L. Dominick; Glenn J. Pelletiere; Jessica Iannotta; Kelly O'Malley; Robert P. McDonough; Sandra Diaz; Thomas Rhatigan; Valorie Spates; Vivian Carti

all of the city of New York, state of NY 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 15th day of December, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, 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 – Section 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 limitation 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. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 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. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, 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, Gregory W. Davenport, the 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 full, 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 8th day of March, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



90 Fieldstone Court
 Cheshire, CT 06410-1212
 203-235-3351
 203-237-4280 Fax
www.laneconstruct.com

Resolution unanimously approved by the Board of Directors of The Lane Construction Corporation effective January 1, 2016:

VOTED: That effective January 1, 2016, rescinding all previous authorizations, the following be and hereby are authorized to sign proposals and bid bonds on behalf of this Corporation:

- R. E. Alger, President & Chief Executive Officer
- D. P. Dobbs, Executive Vice President Administration & Secretary
- M. J. Tomkalski, Executive Vice President & Chief Financial Officer
- K. D. Junco, Chief Operating Officer & Executive Vice President
- D. F. Benton, Executive Vice President Operational Services
- M. M. Cote, Executive Vice President & Chief Development Officer
- J. S. Cruickshank, Executive Vice President & General Counsel
- V. J. Caiola, Vice President, Treasurer & Assistant Secretary
- D. A. Haynes, Vice President, Legal
- J. P. Lark, Senior Vice President & Assistant Secretary
- D. J. Rankin, Senior Vice President & Assistant Secretary
- M. A. Schiller, Senior Vice President & Assistant Secretary
- T. R. Larson, Vice President Engineering
- R. A. Bean, Senior District Manager
- G. A. Hassfurter, Senior District Manager
- M. R. Hindt, Senior District Manager
- J. O. Hughes, Senior District Manager
- D. A. Luzier, Senior District Manager
- R. A. McDonough, Senior District Manager
- R. P. Lane, Senior District Manager
- J. G. Brown, District Manager
- M. C. Cullik, District Manager
- C. M. Curran, District Manager
- C. E. DuBois, District Manager
- G. F. Jerabek, District Manager
- J. P. McLearn, District Manager
- D. B. O'Connor, District Manager
- D. J. Phillips, District Manager
- K. K. Prince, District Manager
- J. F. Roddy, District Manager
- W. H. Tomlinson, District Manager
- E. G. Ritchie, District Manager
- K. P. Cates, Assistant District Manager
- K. D. Kennedy, Assistant District Manager
- T. C. Meador, Assistant District Manager
- J. S. Seybert, Assistant District Manager
- J. A. Sherman, Assistant District Manager
- B. A. Regner, Assistant District Manager
- M. W. Wright, Assistant District Manager
- D. W. Grey, Senior National Pursuit Manager
- S. A. Leach, Director, Quality
- T. R. Kessling, Chief Estimator
- R. Burton, Senior Plant Manager
- R. W. Herzig, Senior Plant Manager
- D. M. Horton, Senior Plant Manager
- J. F. Rauer, Jr., Senior Plant Manager

I hereby certify that the above is a true copy of the Resolution unanimously approved by the Board of Directors of The Lane Construction Corporation effective January 1, 2016, and that the above vote has not been rescinded and stands in full force and effect as of this date.

March 10, 2016
 Date

Vincent J. Caiola
 Assistant Secretary, THE LANE CONSTRUCTION CORPORATION

State of Connecticut
 County of New Haven

March 10, 2016
 Date

Personally appeared before me, Vincent J. Caiola, Assistant Secretary, and made oath that the above is a true copy of the December 9, 2015 meeting minutes of the Board of Directors of The Lane Construction Corporation.

Patricia A. Delelta
 Patricia A. Delelta, Notary Public
 My Commission Expires July 31, 2019

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: I-95 Express Lanes - Southern Terminus Extension

FHWA:

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

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

AFFIDAVIT

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

Signed at Fairfax County, VA, this 15 day of April, 20 16
County (City), STATE

The Lane Construction Corporation (Name of Firm) By: [Signature] Senior District Manager Title (print)

STATE of Virginia COUNTY (CITY) of Fairfax

To-wit:

I Michael L. Howes, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Richard A. McDonough

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 15 day of April, 20 16
[Signature] My Commission expires May 31, 2016

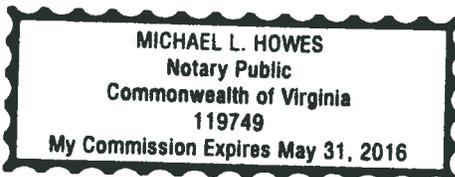
Notary Public

**OR
UNSWORN DECLARATION**

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

Signed at _____, this _____ day of _____, 20 _____
County (City), STATE

By: _____ Title (print)
(Name of Firm) (Signature)



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: I-95 Express Lanes - Southern Terminus Extension

FHWA:

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

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

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

NAME	Location of Principal Office
<u>VTCA</u>	<u>Richmond, VA</u>
<u>ARTBA</u>	<u>Washington, DC</u>
<u>AGC of America</u>	<u>Washington, DC</u>

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

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

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

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

(Continued)

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CONTRACT ID. NO.:

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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 Fairfax County, VA , this 15 day of April , 20 16
County (City), STATE

The Lane Construction Corporation By: *RAMSDYK* Senior District Manager
(Name of Firm) (Signature) Title (print)

STATE of Virginia COUNTY (CITY) of Fairfax

To-wit:

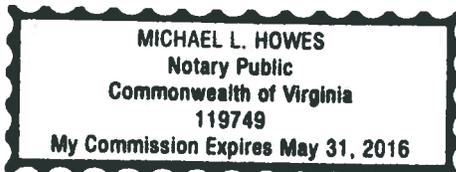
I Michael L. Howes , a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Richard A. McDonough

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 15 day of April , 20 16

[Signature] My Commission expires May 31, 2016

Notary Public



LANE

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CHANTILLY, VA 20151
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