

Submitted by:



In conjunction with



ORIGINAL

PRICE PROPOSAL

DESIGN-BUILD

ROUTE 7 – WESTBOUND TRUCK CLIMBING LANE

FROM: ROUTE 9

TO: WEST MARKET STREET

LOUDOUN COUNTY, VIRGINIA

STATE PROJECT No.: 6007-053-133, R201, C501

FEDERAL PROJECT No.: STP-5401(518)

CONTRACT ID NUMBER: C00058599DB54



AUGUST 29, 2013

Submitted to:



ATTACHMENT 3.6**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

RFP NO. C00058599DB54
 PROJECT NO.: 6007-053-133, R201, C501

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 March 27, 2013 – RFP
(Date)
2. Cover letter of May 14, 2013 – Addendum #1
(Date)
3. Cover letter of June 4, 2013 – Addendum #2
(Date)



SIGNATURE

Arthur C. Cox, III Vice President



DATE

Bonnie Hulme

From: Louis Robbins
Sent: Friday, August 09, 2013 10:52 AM
To: Reichert, Kevin (VDOT)
Cc: Jo Ellen Sines; David Gates; Bill Clark; Bonnie Hulme; Louis Robbins
Subject: RE: Route 7 - Westbound Truck Climbing Lane Price Proposals

Received and thank you. Lou



Louis K Robbins P.E., DBIA
Vice President Design Build
Corman Construction
12001 Guilford Rd
Annapolis Junction, MD 20701

703-772-8566

lrobbins@cormanconstruction.com

www.cormanconstruction.com

From: Reichert, Kevin (VDOT) [<mailto:Kevin.Reichert@vdot.virginia.gov>]
Sent: Friday, August 09, 2013 10:36 AM
Subject: Route 7 - Westbound Truck Climbing Lane Price Proposals

Route 7 – Westbound Truck Climbing Lane
Loudoun County, Virginia
Project No. 6007-053-133, R201, C501
Contract ID No: C00058599DB54
Date: 8/9/13

Subject: Price Proposal Submission Date

To Short Listed Offerors:

The price proposal submission date has been rescheduled for August 29, 2013 by 4:00 pm. We anticipate opening the price proposals on September 3, 2013.

Please provide confirmation of receipt of this email.

Sincerely,

Kevin C. Reichert, PE

Senior Project Delivery Engineer
Virginia Department of Transportation | Alternate Project Delivery
1401 East Broad Street, Richmond, VA 23219 | 804-225-3799
kevin.reichert@vdot.virginia.gov

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: ROUTE 7 – WESTBOUND TRUCK CLIMBING LANE
Contract ID Number: C00058599DB54**

➤ **Contents of Price Proposal:**

- Proposal Price, in both numbers and words (Attachment 4.8.1)**
 - Schedule of Values itemized in accordance with Part 1, Section 4.8.3, 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 4.8.4**
 - 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 4.8.7(a) and 4.8.7(b))**
 - DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.8.8(a), 4.8.8(b) and 4.8.8(c))**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
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4.8.1
PROPOSAL PRICE

4.8.1 PROPOSAL PRICE

ATTACHMENT 4.8.1

PRICE PROPOSAL FORM

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

Price Proposal Cost Breakdown Summary;

Design Services, LS	\$ <u>3,301,676.50</u>
Mobilization (Construction), LS	\$ <u>1,565,000.00</u>
Quality Assurance (QA) (Construction), LS	\$ <u>626,883.02</u>
Quality Control (QC) (Construction), LS	\$ <u>810,388.77</u>
Earthwork, LS	\$ <u>3,454,876.29</u>
Roadway Incidentals, LS	\$ <u>1,673,713.30</u>
Concrete Arch Structure, LS	\$ <u>871,888.00</u>
Route 9 Bridge Modifications, LS	\$ <u>0</u>
Drainage (Structures), LS	\$ <u>4,540,230.65</u>
Utilities, LS	\$ <u>638,926.01</u>
Pavement, LS	\$ <u>6,135,339.75</u>
Permanent Traffic Control/Signage, LS	\$ <u>1,478,076.80</u>
Maintenance of Traffic, LS	\$ <u>2,389,905.66</u>
Landscaping, LS	\$ <u>251,898.63</u>
All Other Costs, LS	\$ <u>3,059,253.62</u>

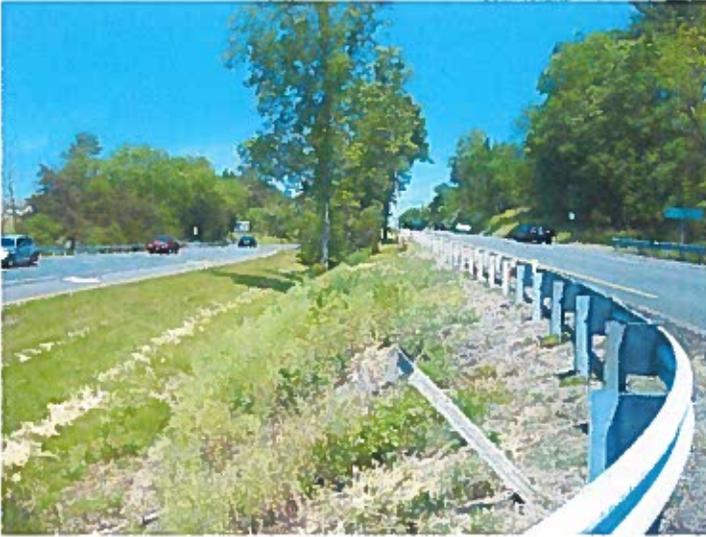
Proposal Price; (Specify the Total Lump Sum price in both numbers and words, this price shall equal to the total sum of the items listed above)

Lump Sum (LS): Thirty Million Seven hundred Ninety Eight thousand Five Six Dollars + Fifty Cent (\$ 30,798,056.50)

Signature: Arthur C. Cox, III Date: 8/29/2013
Arthur C. Cox, III Vice President

Design-Builder: Corman Construction, Inc.

Vendor No.: C097



4.8.2 SCHEDULE OF ITEMS

**Attachment 4.82
State Project 6007-053-133**

SCHEDULE OF ITEMS

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. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 8/29/2013

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	App Quantity	Unit ¹	Budgeted Cost (\$)
100	MOB		1	LS	\$1,565,000.00
101	CONSTRUCTION SURVEYING (CONSTRUCTION)		1	LS	\$229,621.45
110	CLEARING & GRUBBING		10	ACRE	\$85,484.10
120	REGULAR EXCAVATION	F	65755	CY	\$774,593.90
150	EMBANKMENT	F	62839	CY	\$615,193.81
523	N5 Box Culvert (Pedestrian Arch)	F	80	LF	\$871,888.00
525	CONCRETE CLASS A3 MISC.		100.68	CY	\$106,985.59
588	UNDERDRAIN UD-4		35310	LF	\$251,407.20
595	Outlet Pipe		700	LF	\$10,332.00
596	Endwall EW-12		70	EACH	\$38,696.00
700	POST INSTALLATION INSPECTION		35310	LF	\$36,016.20
1152	15" CONC PIPE		2034	LF	\$233,828.64
1182	18" CONC PIPE		1468	LF	\$156,782.40
1242	24" CONC PIPE		1022	LF	\$209,561.10
1302	30" CONC. PIPE		1098	LF	\$388,911.60
1362	36" CONC. PIPE		497	LF	\$135,984.17
1422	42" CONC. PIPE		434	LF	\$650,648.46
1480	48" CONC. PIPE		17	LF	\$7,176.21
1602	60" CONC PIPE		804	LF	\$1,672,006.44
6150	ES-1 15"		16	EACH	\$13,132.16
6180	ES-1 18"		3	EACH	\$2,456.70
6240	ES-1 24"		8	EACH	\$9,515.60
6745	DI-2A Inlet		17	EACH	\$80,160.27
7508	DI-7 Inlet		3	EACH	\$14,904.30
7510	DI-7A Inlet		3	EACH	\$21,848.97
7512	DI-7B Inlet		1	EACH	\$9,544.68
8185	DI-10G Inlet		23	EACH	\$118,222.07
8189	DI-10H (8')		3	EACH	\$11,673.09
8242	DI-10J Ty III		13	EACH	\$177,330.01
9046	MH-1 Manhole		9	EACH	\$56,000.79
9250	SLOPE DRAINS 18"		250	LF	\$12,710.00
10013	CEM STAB. AGGR MATL.NO. 21A (Pug Mix)	F	3293	TON	\$203,836.70
10128	AGGR. BASE MATL. TY. I NO. 21B	F	46172	TON	\$1,150,144.52
10610	ASPHALT CONC TY. 1M-19A	F, P	24843	TON	\$1,779,752.52
10628	FLEX PAVEMENT PLANING 0"- 2"	F	39073	SY	\$111,358.05
10636	ASPHALT CONCRETE TY. SM-9 5D	F, P	12806	TON	\$946,619.52
10642	ASPHALT CONCRETE TY. BM-25 DA	F, P	45899	TON	\$3,269,844.76
10700	RUMBLE STRIP		25803	LF	\$25,028.91
10701	LIQ.ASPH.COATING (RUMBLE STRIP)		1	UNIT	\$2,735.49
12020	STD. CURB CG-2		5000	LF	\$79,800.00
13220	HYDR.CEMENT CONC. SIDEWALK 4"		193	SY	\$18,697.84

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...).

Attachment 4.82
State Project 6007-053-133
SCHEDULE OF ITEMS

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. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

Date: 8/29/2013

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	App Quantity	Unit ¹	Budgeted Cost (\$)
13312	GUARDRAIL TERMINAL GR-7 (NCHRP 350)	P	3	EACH	\$6,496.80
13315	GUARDRAIL TERMINAL GR-11	P	16	EACH	\$14,133.28
13320	GUARDRAIL GR-2	P	16676	LF	\$299,334.20
13345	GR-9		11	EACH	\$30,090.39
13393	FIXED OBJECT ATTACH. GR-FOA-2 TY. II		10	EACH	\$25,075.30
13476	MEDIAN BARRIER MB-12B		650	LF	\$140,764.00
13477	MEDIAN BARRIER MB-12C		1250	LF	\$142,475.00
13491	MEDIAN BARRIER MB-13TY II		2720	LF	\$697,544.00
13492	N5 M5-1		2819	SY	\$273,158.54
13540	CONC. CLASS A3 RETAINING WALL	F	1	LS	\$3,059,253.62
14260	CRUSHER RUN AGGR NO 25 OR 26	F	3465	TON	\$119,715.75
22643	FENCE FE-CL		847	LF	\$14,441.35
23560	TEMP. SAFETY FENCE 4'		10000	LF	\$28,500.00
24160	CONSTRUCTION SIGNS		2696	SF	\$46,101.60
24152	TYPE III BARRICADE 8'		20	EACH	\$7,978.40
24297	TRAF. BARR SERVICE CONC. DOUBLE FACE		23670	LF	\$1,158,173.10
24600	REMOVE EXISTING GUARDRAIL		10090	LF	\$11,502.60
25580	CONSTRUCTION ENGINEERING		1	LS	\$2,949,442.43
25591	DESIGN BUILD PRELIMINARY ENGINEERING		1	LS	\$122,612.62
25593	DESIGN BUILD QA		1	LS	\$626,883.02
25594	DESIGN BUILD QC		1	LS	\$810,388.77
25596	DESIGN BUILD MOT		1	LS	\$1,177,651.90
26117	DRY RIPRAP CL A1		620	TON	\$34,596.00
27012	TOPSOIL CLASS A 2"		9809	CY	\$79,158.63
27102	REGULAR SEED/FERTILIZE		84000	SY	\$133,560.00
27321	PROTECTIVE COVERING EC-2		10000	SY	\$22,800.00
27325	SOIL STAB EC -3 TYPE A		2000	SY	\$7,980.00
27345	TEMP DIVERSION DIKE		8972	LF	\$26,287.96
27401	EROSION CONTROL RIPRAP		250	TON	\$13,642.50
27410	CHECK DAM(ROCK) TY. I		430	TON	\$21,551.60
27430	SILTATION CONTROL EXCAVATION		1	LS	\$50,131.11
27451	INLET PROTECTION, TYPE A		40	EACH	\$0.00
27452	OUTLET PROTECTION		8	EACH	\$0.00
27453	TSOS		150	TON	\$7,666.50
27505	TEMP. SILT FENCE		22343	LF	\$50,942.04
27580	TEMP SEDIMENT BASIN EXCAVATION		8000	CY	\$196,640.00
30848	Trees		125	EACH	\$17,808.75
33553	Shrubs		375	EACH	\$21,371.25
46011	Utilities		1	LS	\$638,926.01

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...).

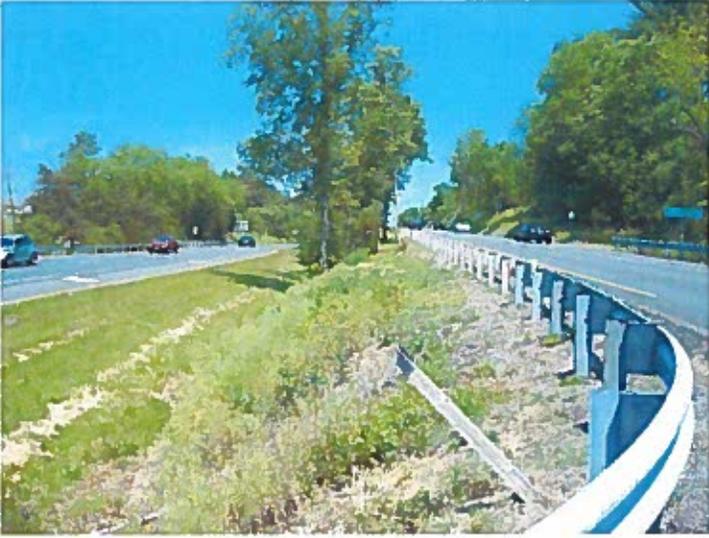
Attachment 4.82
State Project 6007-053-133
SCHEDULE OF ITEMS

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Date: 8/29/2013

VDOT Item Code ¹	Item Description	Fuel (F) or Price (P) Adjustment	App Quantity	Unit ¹	Budgeted Cost (\$)
50000	Cantilever Structure WB Sta 106+25		1	EACH	\$63,942.07
50000	Cantilever Structure WB @ 158+92		1	EACH	\$63,942.07
50108	SIGN PANELS SHEET ALUMINUM		1108	SF	\$26,514.44
50109	SIGN PANELS EXTRUDED ALUMINIM		2214	SF	\$70,648.74
50490	Conc. Foundation STP-1		76	EACH	\$27,287.04
50500	Conc. Foundation SSP-VA 1' Dia X 3' Deep		5	EACH	\$1,481.70
50502	Conc. Foundation SSP-VA 1'9" Dia X 4'6" Deep		9	EACH	\$7,437.15
50504	Conc FOUndation SSP-VIA Ty A 2'3" X4' Depth		30	EACH	\$53,000.10
50506	Conc Foundation SSP-VIA Type E 2'3" X 4'6" Depth		3	EACH	\$5,470.98
50514	Conc. Foundation SSP-VIA Ty S 2'9" Dia X 5'6" Deep		3	EACH	\$6,428.40
50518	Conc. Foundation SSP-VIA Type DD 2'9" Dia X 6'6" Deep		3	EACH	\$7,009.68
50520	Conc Foundation SSP-VIA Ty EE 2'9" Dia X 7' Deep		6	EACH	\$18,464.58
50520	OH Sign Foundation		2	EACH	\$59,268.94
50524	Conc. Foundation SSP-VIA Ty K 3' Dia. X 6' Deep		3	EACH	\$9,061.29
50528	Conc. Foundation SSP-VIA Ty FF 3' Dia X 7' Deep		3	EACH	\$9,745.20
50900	Sign Post Steel W 14" X 22"		153	EACH	\$13,078.44
50900	Sign Post Steel W10" X 12"		579	EACH	\$38,277.69
50900	Sign Steel Post W 14" X 26"		43	EACH	\$4,018.78
50900	Steel Sign Post S3 X 5.7		33	EACH	\$1,504.47
50900	Steel Sign Post W 4 X 13		104	EACH	\$6,164.08
50900	Steel Sign Post W10" X 16"		40	EACH	\$2,826.80
50900	Steel Sign Post W12 X22"		47	EACH	\$3,750.13
50900	STP-1 2.5" Steel Post		438	EACH	\$9,982.02
50900	STP-1 2" Steel Post		390	EACH	\$10,221.90
51165	SE-1 Electrical Service (On Sign)		1	EACH	\$2,963.45
51910	SAW CUTTING		34985	LF	\$79,765.80
52420	SE-1 On Sign		1	EACH	\$65,514.97
52425	SE-9-A Electrical Service		1	EACH	\$9,118.30
52426	SE-6 Electrical Service		1	EACH	\$2,430.02
54055	TY.B CL.VI PAVE. LINE MARK. 4" Yellow		43282	LF	\$162,740.32
54056	TY.B CL.VI PAVE. LINE MARK. 4" White		53879	LF	\$202,585.04
54060	TY.B CL.VI PAVE. LINE MARK. 24" Whitw		175	LF	\$2,793.00
54105	ERADICATION OF EXIST.PAVE.MARKING		1	UNIT	\$0.66
54217	Snowplowable Raised Pavement Markers		612	EACH	\$16,126.20
54300	PAVE.MESS.MARK.ELONG.ARROW SIN		12	EACH	\$4,787.04
55040	#4 Conductor Cable		24500	LF	\$41,895.00
55060	#6 Conductor Cable		4800	LF	\$6,816.00
55061	6" Conduit Pipe Sleeve Directional Drilled		480	LF	\$20,241.60
55100	# 10 Conductor Cable (under Bridge 7 Light Poles)		7420	LF	\$5,119.80
55140	LF-1 Pole Foundation		48	EACH	\$59,086.56

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...).



4.8.3 PROPOSED MONTHLY PAYMENT SCHEDULE

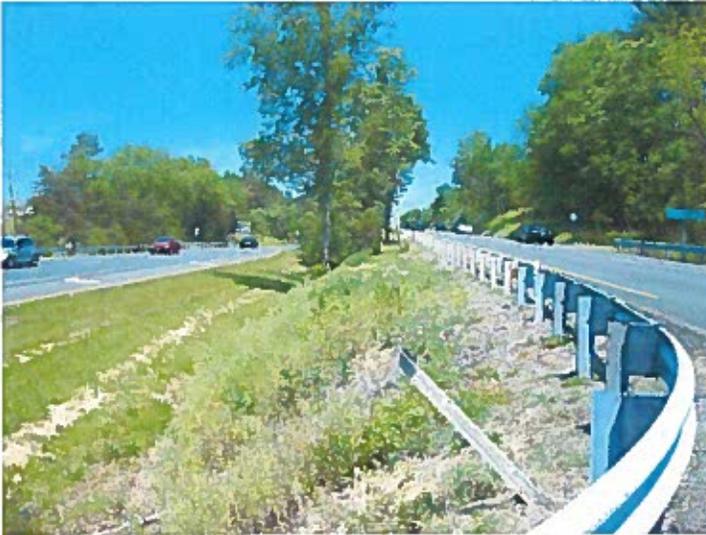
Corman Construction, Inc.
VDOT
Route 7 - Westbound Truck Climbing Lane
Design-Build Project
 State Project No.: 6007-053-133,R201,C501
 Federal Project No.: STP-5401(518)
 Contract ID Number: C00058599DB54

Corman Construction, Inc.
Monthly Payment Schedule
 Submitted - 8/29/2013

Month	Draw Total
October-13	
November-13	\$ 529,307.20
December-13	\$ 529,307.20
January-14	\$ 529,307.20
February-14	\$ 529,307.20
March-14	\$ 728,262.25
April-14	\$ 946,431.03
May-14	\$ 1,158,711.73
June-14	\$ 1,906,497.60
July-14	\$ 1,988,930.69
August-14	\$ 2,250,175.40
September-14	\$ 2,190,055.03
October-14	\$ 2,268,459.44
November-14	\$ 2,023,524.11
December-14	\$ 1,934,078.60
January-15	\$ 1,325,127.40
February-15	\$ 1,307,153.26
March-15	\$ 1,961,349.70
April-15	\$ 1,887,903.67
May-15	\$ 1,561,270.31

Month	Draw Total
June-15	\$ 1,260,048.64
July-15	\$ 725,163.26
August-15	\$ 692,933.78
September-15	\$ 314,237.41
October-15	\$ 250,514.39
November-15	

Contract Total = \$ 30,798,056.50



4.8.4 ADJUSTMENTS TO ASPHALT, FUEL, & STEEL PRICES

**EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT**

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

June 30, 2012
(Revised) November 5, 2012

In the event the Design-Builder elects to seek adjustment for asphalt 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. If new pay items which contain Asphalt Material 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.

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 Scheduling and Contract 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 bids 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. Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22, 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.

In order to be eligible for asphalt price adjustment under this provision, the Design-Builder shall clearly identify within the Schedule of Values those pay items and the associated quantities it chooses to have asphalt price adjustment applied to in its work packages. Items the Design-Builder claims in its application of payment for asphalt 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.

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.

I elect to use this provision

I elect not to use this provision

Date: 8/29/13

Alley
Arthur C. Cox, III, Vice President
Signature: _____

Design-builder: Corman Construction, Inc.

Request for Proposals
Part 3
Lump Sum Agreement
March 27, 2013

Route 7 – Westbound Truck Climbing Lane
Loudoun County, Virginia
Project No. 6007-053-133
Contract ID # C00058599DB54

Vendor No.: C097

Exhibit 6.3(b)

Form C-16a
7-13-05

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PRICE ADJUSTMENT**

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items are designated for price adjustment on the bid price sheets.

PROJECT NUMBER: 6007-053-133, R201, C501

DISTRICT:

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b.

price of \$ ~~564.00~~ 594.00 per IMPERIAL ton for PG 64-22. This quote will be averaged into the monthly price index. *ACC 8/29/13*

Bid Prices in this contract for items containing PG 76-22 asphalt cement were developed using an f.o.b.

price of \$ _____ per IMPERIAL ton for PG 76-22. This quote is project specific.
(When required by provisions)

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 64-22 or PG 76-22 shall be maintained by the successful bidder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

I elect to use this provision

DATE: 8/29/2013

I elect not to use this provision

SIGNATURE: *Alley*

Corman Construction, Inc.
(Firm or Corporation)

C097
(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: 8/29/2013
Arthur C. Cox, III
Signature: Alley
Design-builder: Corman Construction, Inc.
Vendor No.: C097

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

Price increase/decrease will be computed as follows:

$$A = B \times P \times Q$$

- Where;
- A = Steel price adjustment in lump sum dollars
 - B = Average weighted price of steel submitted in Design-Builder'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 = Adjusted percentage change in PPI average from shipping date to date of opening of Price Proposal minus 10% (0.10) threshold
 - Q = 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-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.

Sample Calculation of a Price Adjustment (Increase)

Project bid on April 28, 2004.

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

$$B = \$0.2816$$

$$P = (161.1 - 139.6) / 139.6 - 0.10 = 0.054$$

$$Q = 450,000 \text{ lb.}$$

$$A = 0.2816 \times 0.054 \times 450,000$$

$$A = \$6,842.88 \text{ pay adjustment to Design-Builder}$$

Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

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

BLS Series I. D.

ITEM NUMBER	ITEM DESCRIPTION	UNITS	Number WPU used in \$ adjust.
00519	SHEET PILE, STEEL	SF	avg. 1017 & 101
00540	REINF. STEEL	LB	101704
00542	EPOXY COATED REINF. STEEL	LB	101704
00560	STRUCTURAL STEEL JB-1	LB	avg. 1017 & 101
11030	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
11181	PATCH.HYDR.CEM.CONC. PAVE.	SY	101704
13290	GUARDRAIL GR-8 (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13292	GUARDRAIL GR-8A (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13294	GUARDRAIL GR-8B (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13310	GUARDRAIL TERMINAL GR-6 (NCHRP 350)	LF	avg. 1017 & 101
13320	GUARDRAIL GR-2	LF	avg. 1017 & 101
13323	GUARDRAIL GR-2A	LF	avg. 1017 & 101
13331	RAD. GUARDRAIL GR-2	LF	avg. 1017 & 101
13333	RAD. GUARDRAIL GR-2A	LF	avg. 1017 & 101
13335	GUARDRAIL GR-3	LF	avg. 1017 & 101
13341	GUARDRAIL TER. GR-6(WEATHERING STEEL	LF	avg. 1017 & 101
13351	GUARDRAIL GR-8	LF	avg. 1017 & 101
13352	GUARDRAIL GR-8A	LF	avg. 1017 & 101
13353	GUARDRAIL GR-8B	LF	avg. 1017 & 101
13355	GUARDRAIL GR-10	LF	avg. 1017 & 101
13421	MEDIAN BARRIER MB-3	LF	avg. 1017 & 101
13450	MEDIAN BARRIER MB-5	LF	avg. 1017 & 101
13451	MEDIAN BARRIER MB-5A	LF	avg. 1017 & 101
13452	MEDIAN BARRIER MB-5B	LF	avg. 1017 & 101
13545	REINF. STEEL	LB	101704
14502	REINFORCING STEEL	LB	101704
15290	PATCH.CEM.CONC.PAVE.TY.CRCP-A	SY	101704
15302	PATCH.CEM.CONC.PAVE. TY. II	SY	101704
15305	PATCH.CEM.CONC.PAVE.TY. IV-A	SY	101704
17323	GUARDRAIL BEAM	LF	avg. 1017 & 101
17325	RADIAL GUARDRAIL BEAM	LF	avg. 1017 & 101
17327	RUB RAIL	LF	avg. 1017 & 101
17353	CABLE GR-3	LF	avg. 1017 & 101
17521	GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17523	RADIAL GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17525	RUB RAIL (WEATHERING STEEL)	LF	avg. 1017 & 101
22501	FENCE FE-W1	LF	avg. 1017 & 101
22643	FENCE FE-CL	LF	avg. 1017 & 101
22645	FENCE FE-CL VINYL COATED	LF	avg. 1017 & 101
23043	WATER GATE FE-4 TY.III	LF	avg. 1017 & 101
23501	FENCE FE-W1 (FABRIC ONLY)	LF	avg. 1017 & 101
45522	4" STEEL ENCASE. PIPE	LF	101706
45532	6" STEEL ENCASE. PIPE	LF	101706
45562	16" STEEL ENCASE. PIPE	LF	101706

45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASEMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
50402	SIGN POST STEEL 3"	LF	101706
50404	SIGN POST STEEL 4"	LF	101706
50406	SIGN POST STEEL 6"	LF	101706
50410	SIGN POST STEEL 10"	LF	101706
50412	SIGN POST STEEL 12"	LF	101706
50414	SIGN POST STEEL 14"	LF	101706
50416	SIGN POST STEEL 16"	LF	101706
50418	SIGN POST STEEL 18"	LF	101706
51317	SIG. POLE MP-1 20' ONE ARM 30'	EA	101706
51319	SIG. POLE MP-1 20' ONE ARM 32'	EA	101706
51325	SIG. POLE MP-1 20' ONE ARM 38'	EA	101706
51327	SIG. POLE MP-1 20' ONE ARM 40'	EA	101706
51329	SIG. POLE MP-1 20' ONE ARM 42'	EA	101706
51331	SIG. POLE MP-1 20' ONE ARM 44'	EA	101706
51337	SIG. POLE MP-1 20' ONE ARM 50'	EA	101706
51339	SIG. POLE MP-1 20' ONE ARM 52'	EA	101706
51341	SIG. POLE MP-1 20' ONE ARM 54'	EA	101706
51344	SIG. POLE MP-1 20' ONE ARM 56'	EA	101706
51346	SIG. POLE MP-1 20' ONE ARM 58'	EA	101706
51347	SIG. POLE MP-1 20' ONE ARM 60'	EA	101706
51348	SIG. POLE MP-1 20' ONE ARM 62'	EA	101706
51368	SIG.POLE MP-1 20'TWO ARMS 36'& 42'	EA	101706
51400	SIG.POLE MP-1 CO.LU.ONE ARM 38	EA	101706
51402	SIG.POLE MP-1 CO.LU.ONE ARM 40	EA	101706
51408	SIG.POLE MP-1 CO.LU.ONE ARM 46	EA	101706
51412	SIG.POLE MP-1 CO.LU.ONE ARM 50	EA	101706
51414	SIG.POLE MP-1 CO.LU.ONE ARM 52	EA	101706
51416	SIG.POLE MP-1 CO.LU.ONE ARM 54	EA	101706
51418	SIG.POLE MP-1 CO.LU.ONE ARM 56	EA	101706
51420	SIG.POLE MP-1 CO.LU.ONE ARM 58	EA	101706
51422	SIG.POLE MP-1 CO.LU.ONE ARM 60	EA	101706
55162	LIGHTING POLE LP-1 30'-4'	EA	101706
55163	LIGHTING POLE LP-1 30'-6'	EA	101706
55166	LIGHTING POLE LP-1 30'-12'	EA	101706
55169	LIGHTING POLE LP-1 35'-6'	EA	101706
55171	LIGHTING POLE LP-1 35'-10'	EA	101706
55176	LIGHTING POLE LP-1 40'-8'	EA	101706
55185	LIGHTING POLE LP-2 TYPE A	EA	101706
55186	LIGHTING POLE LP-2 TYPE B	EA	101706
55187	LIGHTING POLE LP-2 TYPE C	EA	101706
55188	LIGHTING POLE LP-2 TYPE D	EA	101706
55189	LIGHTING POLE LP-2 TYPE E	EA	101706
55190	LIGHTING POLE LP-2 TYPE F	EA	101706
55192	LIGHTING POLE LP-2 TYPE H	EA	101706
60452	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
61700	REINF. STEEL	LB	101704
61704	CORROSION RESISTANT REINF. STEEL	LB	101704
61705	EPOXY COATED REINF. STEEL	LB	101704
61750	STRUCT.STEEL HIGH STRG.PLT.GIRDERS	LB	avg. 1017 & 101
61811	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61812	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61813	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS50W	LB	avg. 1017 & 101

61814	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS70W	LB	avg. 1017 & 101
61820	STR.STEEL ROLLED BEAM ASTM A709 GRADE 36	LB	avg. 1017 & 101
61821	STR.STEEL ROLLED BEAM ASTM A709 GRADE50	LB	avg. 1017 & 101
61822	STR.STEEL ROLLED BEAM ASTM A709 GRADE50W	LB	avg. 1017 & 101
61990	STEEL GRID FLOOR	SF	avg. 1017 & 101
64110	STEEL PILES 10"	LF	avg. 1017 & 101
64112	STEEL PILES 12"	LF	avg. 1017 & 101
64114	STEEL PILES 14"	LF	avg. 1017 & 101
64768	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101
64778	DRIVING TEST FOR 14" STEEL PILE	LF	avg. 1017 & 101
65200	REINF. STEEL	LB	101704
65204	CORROSION RESISTANT REINF. STEEL	LB	101704
65205	EPOXY COATED REINF. STEEL	LB	101704
67086	PED. FENCE 6'	LF	avg. 1017 & 101
67088	PED. FENCE 8'	LF	avg. 1017 & 101
67089	PED. FENCE 10'	LF	avg. 1017 & 101
68100	REINF. STEEL	LB	101704
68104	CORROSION RESISTANT REINF. STEEL	LB	101704
68105	EPOXY COATED REINF. STEEL	LB	101704
68107	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
68108	STR. STEEL PLATE GIRDER ASTM A709 GR50W	LB	avg. 1017 & 101
68109	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS50W	LB	avg. 1017 & 101
68110	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS70W	LB	avg. 1017 & 101
68112	STR.STEEL ROLLED BEAM ASTM A709 GR.36	LB	avg. 1017 & 101
68113	STR.STEEL ROLLED BEAM ASTM A709 GR.50	LB	avg. 1017 & 101
68114	STR.STEEL ROLLED BEAM ASTM A709 GR. 50W	LB	avg. 1017 & 101
68115	STRUCT. STEEL	LB	avg. 1017 & 101
68270	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
69060	SHEET PILES, STEEL	SF	avg. 1017 & 101
69100	REINF. STEEL	LB	101704
69104	CORROSION RESISTANT REINF. STEEL	LB	101704
69105	EPOXY COATED REINF. STEEL	LB	101704
69110	STEEL PILES 10"	LF	avg. 1017 & 101
69112	STEEL PILE 12"	LF	avg. 1017 & 101
69113	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101

I elect to use this provision

I elect not to use this provision

Date:

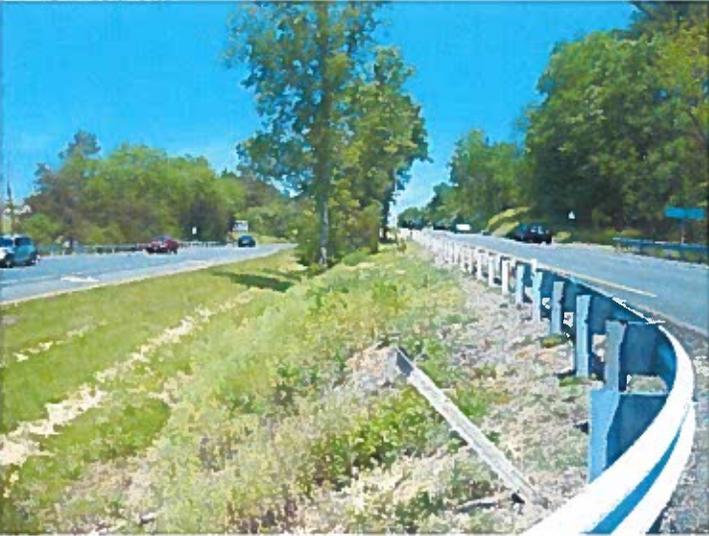
8/29/2013

Arthur C. Cox, III

Signature:

Design-Builder: Corman Construction, Inc.

Vendor No.: C097



4.8.5 PROPOSAL GUARANTY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

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

SIGNED, sealed and dated this 29th Day of August, 2013

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

PROJECT NUMBER: 6007-053-133, R201, C501

Design/Build of Route 7 - Westbound Truck Climbing Lane, Loudoun County, VA

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.

Corman Construction, Inc.

Fidelity and Deposit Company of Maryland

By: Arthur C. Cox III
(Principal*)
(Officer, Partner or Owner) (Seal)
ARTHUR C COX III VICE PRESIDENT
(Principal*)

By: Diane S. Loughry
(Surety Company)
(Attorney-in-Fact**) (Seal)
Diane S. Loughry (Attorney-in-Fact**) (Seal)
1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196-1056
(Address)



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

By: _____
(Surety Company)
(Attorney-in-Fact**) (Seal)

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

By: _____
(Address)

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

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

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

**Attach copy of Power of Attorney

**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 **JAMES M. CARROLL, 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 **Joseph A. PIERSON, Robert A. CHLADA, Cynthia M. CHARYAT, April O. COMPTON, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY**, all of Hunt Valley, Maryland, **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 7th day of May, A.D. 2013.

ATTEST:

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



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

James M. Carroll
Vice President
James M. Carroll

State of Maryland
City of Baltimore

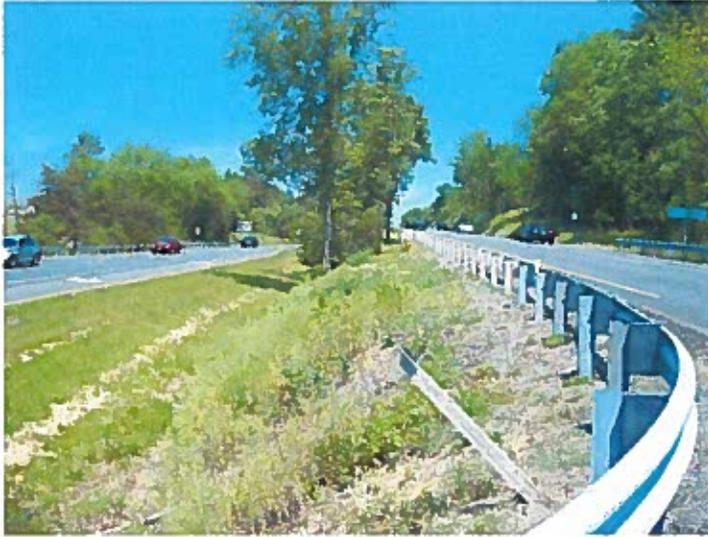
On this 7th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in 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.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



4.8.6 SWORN STATEMENT FORMS



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: 6007-053-133, R201, C501

FHWA: STP-5401(518)

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 AA Co, Annapolis Junction, MD, this 29 day of AUGUST, 20 13
County (City), STATE Arthur C. Cox, III
Coman Construction, Inc. By: Alley Vice President
(Name of Firm) (Signature) Title (print)
STATE of Maryland COUNTY (CITY) of AA Co Annapolis Junction
To-wit:

I Bonnie Hulme, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Arthur C. Cox, III 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 29 day of AUGUST, 20 13
Bonnie Hulme My Commission expires May 2014
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: _____
(Name of Firm) (Signature) Title (print)

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: 6007-053-133, R201, C501

FHWA: STP-5401 (518)

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>MTBMA</u>	<u>Glen Burnie, MD</u>

2. I (we) have X, 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 X, have not , filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

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

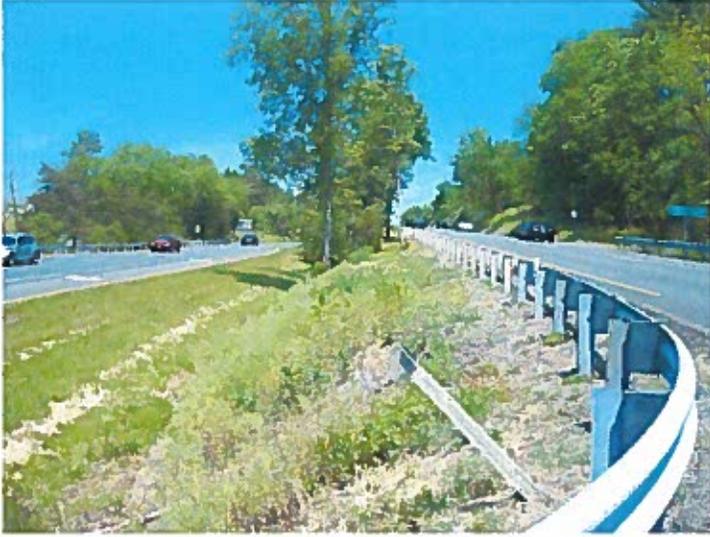
The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Anne Arundel, Annapolis Jnt MD, this 29 day of AUGUST, 20 13
County (City), STATE Arthur C. Cox, III
Corman Construction, Inc. By: (Signature) Vice President
(Name of Firm) (Signature) Title (print)
STATE of Maryland COUNTY (CITY) of Anne Arundel Annapolis Jnt
To-wit:

I Bonnie Hulme, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Arthur C. Cox, III 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 29 day of AUGUST, 20 13
(Signature) My Commission expires May 2014
Notary Public





4.8.7
DBE

4.8.7 DBE

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 6007-053-133, R201, C501

FHWA NO. STP-5401(518)

*** 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 NECESSARY. PLEASE NOTE: THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% 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 15 %
PERCENT ATTAINED BY BIDDER 15.05 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
ROADSIDE INC 626684	S	1-Hwy CONST. UNDERDRAINS	\$ 307,081.00
TAVARES CONCRETE 626436	S	Barriels + Flatwork	\$ 1,665,942.00
Jahra WANG + ASSOC 000982	S	ENGINEERING CONSULTING	\$ 185,000.00
Quinn CONSULTING 626289	S	ENGINEERING CONSULTING	\$ 550,000.00
Diversified Property 626679	S	ENGINEERING CONSULTING	\$ 216,000.00
MORGAN OIL CORP 000918	SP	Petroleum Products	\$ 233,026.00
TOTAL			\$ →

TOTAL CONTRACT VALUE \$ _____ x REQUIRED DBE _____ % = \$ CONTINUED

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.

Corman Construction, Inc.
BIDDER

BY

Allop
SIGNATURE

Arthur C. Cox, III Vice President
TITLE

BY

8/29/2013
DATE

CONTINUED

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 6007-053-133, R201, C501

FHWA NO. STP-5401(518)

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DBE REQUIREMENT 15 %

PERCENT ATTAINED BY BIDDER 15.05 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
SEEKAM ENTERPRISES 683020	H	TRUCKING + HAULING	\$299,000.00
Commercial Seeding 626244	S	LANDSCAPING, SEED + E+S	\$153,775.00
Athavale, Lystad + Assoc 000274	S	ENGINEERING CONSULTING	\$497,806.00
Old Dominion Electric 000023	SP	ELECTRICAL SUPPLY + SIGNS	\$170,000.00
A+P SERVICES LLC 650392	S	GUARDRAIL	\$418,237.00
TOTAL			\$4,635,867.00

TOTAL CONTRACT VALUE \$ 30,798,056.50 x REQUIRED DBE 15 % = \$ 4,619,708.48

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.

Corman Construction, Inc.
BIDDER

BY

Alloy
SIGNATURE

Arthur C. Cox, III Vice President
TITLE

BY

8/29/2013
DATE

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

Project No.: 6007-053-133, R201, C501

Federal Project No.: STP-5401 (518)

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).

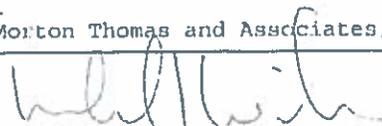
TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Corman Construction, Inc.

By:  Vice President
Signature Title
Arthur C. Cox, III Date: August 22, 2013

First Tier
Subcontractor if
Applicable

A. Morton Thomas and Associates, Inc.

By:  Principal
Signature Title
Michael J. Wiercinski, P.E. Date: August 27, 2013

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

DBE Contractor

ATHAVALE, LYSTAD & ASSOCIATES, INC

By: Tyler Tys _____
Signature Title

Date: 8/29/13

Second Tier
Subcontractor if
Applicable

By _____
Signature Title
Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

DBE Contractor

A&P Services, LLC
By Ornette T. Glass Owner
Signature Title
Date 8/28/13

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

Project No.: 6007-053-133.R201.C501

Federal Project No.: STP-5401(518)

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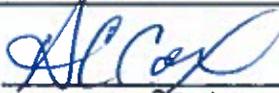
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Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

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 Corman Construction, Inc.

By:



Signature
Arthur C. Cox, III

Vice President

Title

Date: August 22, 2013

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

Commercial Seeding, Inc.
By: Alan Matthews President
Signature Title
Date: 8/29/13

Commercial Seeding, Inc.
19123 Beale Place Drive
Zuni, Virginia 23898
Commseedinginc@aol.com
Ph: (757) 242-6756 Fax: (757) 242-6758

VDOT DBE# C-329
SWAM# 626244
DDOT#12-05-03-R
VA Contractors License #
2705150741

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

Project No.: 6007-053-133, R201, C501

Federal Project No.: STP-5401(518)

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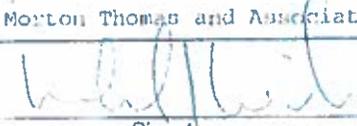
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TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Corman Construction, Inc.

By:  Vice President
Signature Title
Arthur C. Cox, III Date: August 22, 2013

First Tier
Subcontractor if
Applicable

A. Morton Thomas and Associates, Inc.
By:  Principal
Signature Title
Michael J. Wiercinski, P.E. Date: August 27, 2013

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

DBE Contractor

Diversified Property Services, Inc.

By: *Pauline E. Dabiel* President
Signature Title

Date: 8/28/2013

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

Project No.: 6007-053-133,R201,C501

Federal Project No.: STP-5401(518)

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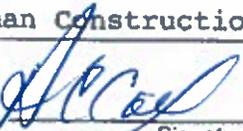
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TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Corman Construction, Inc.

By: 
Signature
Arthur C. Cox, III

Vice President
Title
Date: August 22, 2013

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

Morgan Oil Corp
By: [Signature] Signature CEO Title
Date: Aug 29, 2013

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

Project No.: 6007-053-133, R201, C501

Federal Project No.: STP-5401 (518)

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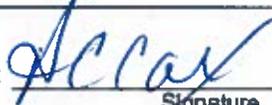
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**TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM**

Prime Contractor Corman Construction, Inc.

By:  Vice President
Signature Title
Arthur C. Cox, III Date: August 22, 2013

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

Old Dominion Electrical Supply

By: [Signature] _____
Signature Title
Date: 8/29/13

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

Project No.: 6007-053-133, R201, C501

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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 CORMAN CONSTRUCTION INC

By: Alley VICE PRESIDENT
Signature Title
ARTHUR C COX III Date: 8-28-2013

First Tier Subcontractor if Applicable _____

By: _____ Signature Title
Date: _____

Second Tier
Subcontractor if
Applicable

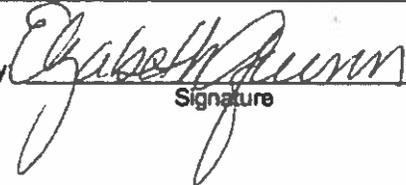
By: _____
Signature Title
Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

DBE Contractor

Quinn Consulting Services, Inc.

By:  _____
Signature Title
Date: June 13, 2013

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

Project No.: 6007-053-133, R201, C501

Federal Project No.: STP-5401 (518)

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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.

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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 Corman Construction, Inc.

By: 
Signature
Arthur C. Cox, III

Vice President
Title
Date: August 22, 2013

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

Roadside Inc

By [Signature] Signature President Title _____
Date: 8/28/13

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

Project No.: 6007-053-133, R201, C501

Federal Project No.: STP-5401 (518)

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.

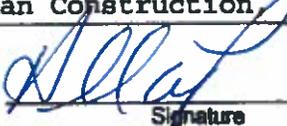
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Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 28.55 (c), (d).

**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 Corman Construction, Inc.

By: 
Signature
Arthur C. Cox, III

Vice President

Title

Date: August 22, 2013

First Tier
Subcontractor if
Applicable

A. MORTON THOMAS & ASSOCIATES, INC.

By: 
Signature

PRINCIPAL
Title

Date: 0829/13

Second Tier
Subcontractor If
Applicable

By: _____
Signature Title
Date: _____

Third Tier
Subcontractor If
Applicable

By: _____
Signature Title
Date: _____

DBE Contractor

Sabra, Wang & Associates, Inc.
By: _____
Signature Title
Date: 08/29/2013

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

Project No.: 6007-053-133,R201,C501

Federal Project No.: STP-5401(518)

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**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 Corman Construction, Inc.

By: ACox Vice President
Signature Title
Arthur C. Cox, III Date: August 22, 2013

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

SEERAM ENTERPRISE LLC

By: 
Signature Title
Date: 8/27/13

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

Project No.: 6007-053-133, R201, C501

Federal Project No.: STP-5401 (518)

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

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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 Corman Construction, Inc.

By: Arthur C. Cox, III Arthur C. Cox, III Signature
Vice President
Title
Date: August 22, 2013

First Tier
Subcontractor if
Applicable

TAVARES CONCRETE COMPANY, INC.
By: [Signature] [Signature] Signature
PRESIDENT
Title
Date: 8/27/13

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

DBE Contractor

TAVARES CONCRETE COMPANY, INC.

By: [Signature] _____
Signature Title
Date: 8/27/13