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:

Virginia Department of Transportation
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)

______________________________
Arthur C. Cox, III Vice President

______________________________
Signature

8/30/2013

Date
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

Corman Construction
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 1 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

1 of 1
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 $3,301,676.50
Mobilization (Construction), LS $1,565,000.00
Quality Assurance (QA) (Construction), LS $6,26,883.02
Quality Control (QC) (Construction), LS $810,388.77
Earthwork, LS $3,454,876.29
Roadway Incidentals, LS $1,673,713.80
Concrete Arch Structure, LS $1,771,888.00
Route 9 Bridge Modifications, LS $0
Drainage (Structures), LS $4,540,230.65
Utilities, LS $6,38,962.01
Pavement, LS $6,136,339.25
Permanent Traffic Control/Signage, LS $1,978,076.80
Maintenance of Traffic, LS $2,389,905.66
Landscaping, LS $2,51,898.63
All Other Costs, LS $3,059,253.62

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 Sixty Fivethousand Sixty Five Hundred Fifty (30,798,056.65)

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

Design-Builder: Corman Construction, Inc.

Vendor No.: C097
4.8.2 SCHEDULE OF ITEMS
## 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.

<table>
<thead>
<tr>
<th>VDOT Item Code</th>
<th>Item Description</th>
<th>Fuel (F) or Price (P) Adjustment</th>
<th>App Quantity</th>
<th>Unit(^1)</th>
<th>Budgeted Cost ($)</th>
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</tbody>
</table>

\(^1\) 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 4.8.2
#### 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.

<table>
<thead>
<tr>
<th>VDOT Item Code ¹</th>
<th>Item Description</th>
<th>Fuel (F) or Price (P) Adjustment</th>
<th>App Quantity</th>
<th>Unit¹</th>
<th>Budgeted Cost ($)</th>
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</table>

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 4.8.2
### 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.

<table>
<thead>
<tr>
<th>VDOT Item Code</th>
<th>Item Description</th>
<th>Fuel (F) or Price (P) Adjustment</th>
<th>App Quantity</th>
<th>Unit</th>
<th>Budgeted Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000</td>
<td>Canilever Structure WB Sta 106+25</td>
<td>1 each</td>
<td>EACH</td>
<td>$63,942.07</td>
<td></td>
</tr>
<tr>
<td>50000</td>
<td>Canilever Structure WB @ 358+92</td>
<td>1 each</td>
<td>EACH</td>
<td>$53,942.07</td>
<td></td>
</tr>
<tr>
<td>50108</td>
<td>SIGN PANELS SHEET ALUMINUM</td>
<td>1108 SF</td>
<td>SF</td>
<td>$26,514.44</td>
<td></td>
</tr>
<tr>
<td>50109</td>
<td>SIGN PANELS EXTRUDED ALUMINUM</td>
<td>2114 SF</td>
<td>SF</td>
<td>$70,648.74</td>
<td></td>
</tr>
<tr>
<td>50490</td>
<td>Conc. Foundation STP-1</td>
<td>76 EACH</td>
<td>EACH</td>
<td>$27,287.04</td>
<td></td>
</tr>
<tr>
<td>50500</td>
<td>Conc. Foundation SSP-VA 3' Dia X 3' Deep</td>
<td>5 EACH</td>
<td>EACH</td>
<td>$1,481.70</td>
<td></td>
</tr>
<tr>
<td>50502</td>
<td>Conc. Foundation SSP-VA 3'9&quot; Dia X 4'6&quot; Deep</td>
<td>9 EACH</td>
<td>EACH</td>
<td>$7,437.15</td>
<td></td>
</tr>
<tr>
<td>50504</td>
<td>Conc Foundation SSP-VA Ty A 2'3&quot; X4'6&quot; Depth</td>
<td>30 EACH</td>
<td>EACH</td>
<td>$53,000.10</td>
<td></td>
</tr>
<tr>
<td>50506</td>
<td>Conc Foundation SSP-VA Type E 2'3&quot; X4'6&quot; Depth</td>
<td>3 EACH</td>
<td>EACH</td>
<td>$6,470.98</td>
<td></td>
</tr>
<tr>
<td>50514</td>
<td>Conc. Foundation SSP-VA Ty 5' 2&quot; Dia X 5'6&quot; Deep</td>
<td>3 EACH</td>
<td>EACH</td>
<td>$6,428.40</td>
<td></td>
</tr>
<tr>
<td>50518</td>
<td>Conc. Foundation SSP-VA Type DD 2'9&quot; Dia X6'6&quot; Deep</td>
<td>3 EACH</td>
<td>EACH</td>
<td>$7,000.88</td>
<td></td>
</tr>
<tr>
<td>50520</td>
<td>Conc Foundation SSP-VA Ty EE 2'9&quot; Dia X 7' Deep</td>
<td>6 EACH</td>
<td>EACH</td>
<td>$18,464.54</td>
<td></td>
</tr>
<tr>
<td>50520</td>
<td>OH Sign Foundation</td>
<td>2 EACH</td>
<td>EACH</td>
<td>$59,268.44</td>
<td></td>
</tr>
<tr>
<td>50524</td>
<td>Conc. Foundation SSP-VA Ty K 3' Dia X 6' Deep</td>
<td>3 EACH</td>
<td>EACH</td>
<td>$9,061.29</td>
<td></td>
</tr>
<tr>
<td>50528</td>
<td>Conc. Foundation SSP-VA Ty FF 3' Dia X 7' Deep</td>
<td>3 EACH</td>
<td>EACH</td>
<td>$9,745.20</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>Sign Post Steel W 14&quot; X 22&quot;</td>
<td>153 EACH</td>
<td>EACH</td>
<td>$13,078.44</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>Sign Post Steel W10&quot; X 12&quot;</td>
<td>579 EACH</td>
<td>EACH</td>
<td>$38,277.69</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>Sign Steel Post W 14&quot; X 26&quot;</td>
<td>43 EACH</td>
<td>EACH</td>
<td>$4,018.78</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>Sign Steel Post S3 X 9.7</td>
<td>33 EACH</td>
<td>EACH</td>
<td>$1,504.47</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>Steel Sign Post W 4 X 13</td>
<td>104 EACH</td>
<td>EACH</td>
<td>$6,164.08</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>Steel Sign Post W10&quot; X 15&quot;</td>
<td>40 EACH</td>
<td>EACH</td>
<td>$2,826.80</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>Steel Sign Post W15&quot; X 22&quot;</td>
<td>47 EACH</td>
<td>EACH</td>
<td>$3,750.13</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>STP-1 2'5&quot; Steel Post</td>
<td>438 EACH</td>
<td>EACH</td>
<td>$9,982.02</td>
<td></td>
</tr>
<tr>
<td>50900</td>
<td>STP-1 2'12&quot; Steel Post</td>
<td>390 EACH</td>
<td>EACH</td>
<td>$10,121.90</td>
<td></td>
</tr>
<tr>
<td>51185</td>
<td>SE-1 Electrical Service (On Sign)</td>
<td>1 EACH</td>
<td>EACH</td>
<td>$2,963.45</td>
<td></td>
</tr>
<tr>
<td>51810</td>
<td>SAW CUTTING</td>
<td>59885 LF</td>
<td>LF</td>
<td>$79,765.80</td>
<td></td>
</tr>
<tr>
<td>52420</td>
<td>SE-1 On Sign</td>
<td>1 EACH</td>
<td>EACH</td>
<td>$65,514.97</td>
<td></td>
</tr>
<tr>
<td>52425</td>
<td>SE-9-A Electrical Service</td>
<td>1 EACH</td>
<td>EACH</td>
<td>$9,118.30</td>
<td></td>
</tr>
<tr>
<td>52426</td>
<td>SE-9 Electrical Service</td>
<td>1 EACH</td>
<td>EACH</td>
<td>$2,430.32</td>
<td></td>
</tr>
<tr>
<td>54055</td>
<td>TY B CL VI PAVE, LINE MARK. 4&quot; Yellow</td>
<td>43282 LF</td>
<td>LF</td>
<td>$162,740.32</td>
<td></td>
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<tr>
<td>54056</td>
<td>TY B CL VI PAVE, LINE MARK. 4&quot; White</td>
<td>53879 LF</td>
<td>LF</td>
<td>$201,585.04</td>
<td></td>
</tr>
<tr>
<td>54060</td>
<td>TY B CL VI PAVE, LINE MARK. 24&quot; Whitw</td>
<td>175 LF</td>
<td>LF</td>
<td>$2,793.00</td>
<td></td>
</tr>
<tr>
<td>54105</td>
<td>ERADICATION OF EXIST. PAVE. MARKING</td>
<td>1 UNIT</td>
<td>UNIT</td>
<td>$0.66</td>
<td></td>
</tr>
<tr>
<td>54117</td>
<td>Snowpilowable Raised Pavement Markers</td>
<td>612 EACH</td>
<td>EACH</td>
<td>$16,126.20</td>
<td></td>
</tr>
<tr>
<td>54300</td>
<td>PAVE MESS MARK ELONS ARROW SIN</td>
<td>12 EACH</td>
<td>EACH</td>
<td>$4,787.04</td>
<td></td>
</tr>
<tr>
<td>55940</td>
<td>#4 Conductor Cable</td>
<td>24000 LF</td>
<td>LF</td>
<td>$41,895.00</td>
<td></td>
</tr>
<tr>
<td>55960</td>
<td>#6 Conductor Cable</td>
<td>4800 LF</td>
<td>LF</td>
<td>$6,816.00</td>
<td></td>
</tr>
<tr>
<td>55961</td>
<td>6&quot; Conduit Pipe Sleeve Directional Drilled</td>
<td>480 LF</td>
<td>LF</td>
<td>$20,241.60</td>
<td></td>
</tr>
<tr>
<td>55100</td>
<td>#10 Conductor Cable (under Bridge 7 Light Poles)</td>
<td>2420 LF</td>
<td>LF</td>
<td>$5,119.80</td>
<td></td>
</tr>
<tr>
<td>55140</td>
<td>LF-1 Pole Foundation</td>
<td>48 EACH</td>
<td>EACH</td>
<td>$59,086.58</td>
<td></td>
</tr>
</tbody>
</table>

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.).
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.

<table>
<thead>
<tr>
<th>VDOT Item Code</th>
<th>Item Description</th>
<th>App Quantity</th>
<th>Unit</th>
<th>Budgeted Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>55141</td>
<td>Breakaway Base</td>
<td>45</td>
<td>EACH</td>
<td>$20,516.40</td>
</tr>
<tr>
<td>55142</td>
<td>Ground Rod</td>
<td>69</td>
<td>EACH</td>
<td>$8,659.53</td>
</tr>
<tr>
<td>55143</td>
<td>Main Service Electrode</td>
<td>3</td>
<td>EACH</td>
<td>$1,889.67</td>
</tr>
<tr>
<td>55190</td>
<td>LF-2 Ty 6 (40&quot;)</td>
<td>48</td>
<td>EACH</td>
<td>$98,477.28</td>
</tr>
<tr>
<td>55501</td>
<td>Sign Lighting Retrieval System For 3 150 Watt Lights</td>
<td>2</td>
<td>EACH</td>
<td>$47,871.08</td>
</tr>
<tr>
<td>55502</td>
<td>Light 250 Watt HPS</td>
<td>48</td>
<td>EACH</td>
<td>$35,561.28</td>
</tr>
<tr>
<td>55503</td>
<td>OES-1 Photo Cell Control For CH Sign</td>
<td>1</td>
<td>EACH</td>
<td>$455.92</td>
</tr>
<tr>
<td>55516</td>
<td>Wall Packs 150 Watt HPS</td>
<td>7</td>
<td>EACH</td>
<td>$4,148.83</td>
</tr>
<tr>
<td>55586</td>
<td>JBS-1 Junction Box</td>
<td>4</td>
<td>EACH</td>
<td>$4,589.16</td>
</tr>
<tr>
<td>55587</td>
<td>JBS-2 Junction Box</td>
<td>19</td>
<td>EACH</td>
<td>$26,528.56</td>
</tr>
<tr>
<td>56014</td>
<td># 6 EGC</td>
<td>12700</td>
<td>LF</td>
<td>$16,002.00</td>
</tr>
<tr>
<td>56053</td>
<td>1&quot; GRS Conduit</td>
<td>250</td>
<td>LF</td>
<td>$2,275.00</td>
</tr>
<tr>
<td>56053</td>
<td>2&quot; PVC Conduit</td>
<td>15970</td>
<td>LF</td>
<td>$21,878.90</td>
</tr>
<tr>
<td>56200</td>
<td>Trenching &amp; Excavating (EC1-1)</td>
<td>7185</td>
<td>LF</td>
<td>$65,517.20</td>
</tr>
</tbody>
</table>

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. 00:00-Mobilization, 00120-Regular Excavation, etc.).

Date: 6/29/2013
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

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

<table>
<thead>
<tr>
<th>Month</th>
<th>Draw Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June-15</td>
<td>1,260,048.64</td>
</tr>
<tr>
<td>July-15</td>
<td>725,163.26</td>
</tr>
<tr>
<td>August-15</td>
<td>692,933.78</td>
</tr>
<tr>
<td>September-15</td>
<td>314,237.41</td>
</tr>
<tr>
<td>October-15</td>
<td>250,514.39</td>
</tr>
<tr>
<td>November-15</td>
<td></td>
</tr>
</tbody>
</table>

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.

[Signature]

Arthur C. Cox, III, Vice President

Design-builder: Corman Construction, Inc.
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 $594.00 per IMPERIAL ton for PG 64-22. This quote will be averaged into the monthly price index.

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.

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
 _ I elect not to use this provision

DATE: 8/29/2013

SIGNATURE: ____________________________

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:

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

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

Commonwealth of Virginia
Virginia Department of Transportation
Page 1 of 2
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
Signature: [Signature]

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-Build 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-Build 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-Build 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-Build 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-Build 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-Build must use the format as shown with this Form; no other format for presenting this information will be permitted. Design-Build 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-Build 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.
FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

(All prices to be supported by project-specific quotes)

DATE FOR RECEIPT OF PRICE PROPOSAL  

Note: All prices (costs) are to include any surcharges on materials quoted. Vendors must include this surcharge with their cost. All prices (costs) are F.O.B. from the originating mill.

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<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Supplier</th>
<th>Date of Quote</th>
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</table>

We/I, the undersigned, understand that by supplying prices for the steel items listed above and signing this form we are declaring our desire to apply the Special Provision For Steel Adjustment for Design-Build Projects to this Price Proposal and contract. The terms and conditions for participation are as stated in the Special Provision For Steel Adjustment for Design-Build Projects.

[Signature]
Design-Builder
Corman Construction, Inc.
Arthur C. Cox, III Vice President

Date
8/29/2013
Sample Calculation of a Price Adjustment (increase)


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

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

*free on board

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

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

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

Adjustment formula is as follows:

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

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

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

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


Project 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;

\[ A = \text{Steel price adjustment in lump sum dollars} \]

\[ B = \text{Average weighted price of steel submitted in the Price Proposal for Design-Build project in } \$ \text{ per pound} \]

\[ P = \text{Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold} \]

\[ Q = \text{Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds} \]

\[ B = \$0.2816 \]

\[ P = \frac{(156.6 - 136.3)}{156.6 - 0.10} = 0.030 \]

\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.030 \times 450,000 \]

\[ A = \$3,801.60 \text{ credit to Department} \]
# MASTER LISTING

## STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 16, 2009

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<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
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<td>DRIVING TEST FOR 12&quot; STEEL PILE</td>
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</table>

I elect to use this provision

I elect not to use this provision

Date: 8/29/2013

[Signature]

Design-Build: 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, as 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.

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

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

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

Fidelity and Deposit Company of Maryland

By: [Signature] (Surety Company)
[Seal] (Address)

By: [Signature] (Surety Company)
[Seal] (Address)

By: [Signature] (Surety Company)
[Seal] (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: __________________________
Assistant Secretary
Eric D. Barnes

By: __________________________
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, deposed and said, 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.

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

POA-F 025-0056C
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 County (City), STATE County Construction, Inc. (Name of Firm)
By: Arthur Cox III Vice President (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 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

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 ____________ County (City), STATE , this __________ day of __________ , 20 __________

(Name of Firm)

By: __________________________ (Signature) __________________________ Title (print)
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT  

PROJECT:  6007-053-133, R201, CS01  

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).  

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<thead>
<tr>
<th>NAME</th>
<th>Location of Principal Office</th>
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<tbody>
<tr>
<td>VTCA</td>
<td>Richmond, VA</td>
</tr>
<tr>
<td>ARTBA</td>
<td>Washington, DC</td>
</tr>
<tr>
<td>MTDMA</td>
<td>Glen Burnie, MD</td>
</tr>
</tbody>
</table>

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.: 

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

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

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

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

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

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

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

Signed at [Name and address]

Signed at [Name and address] on this 29th day of August, 2013

By: [Signature] Vice President

To-wit: [Title] [Printed Name]

I, [Name], a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day [Date] 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.

My Commission expires [Date]

[Signature] Notary Public
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 %

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<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS SUBCONTR. (S)</th>
<th>MFG. (M)</th>
<th>SUPPLIER (SP)</th>
<th>HAULER (H)</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
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TOTAL $ 2,405,024.00

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

Arthur C. Cox, III Vice President

TITLE

BY

SIGNED

8/19/2013

DATE

CONTINUED
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 80% 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 %

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEECSAM ENTERPRISES G83020</td>
<td>M</td>
<td>Trucking &amp; Hauling</td>
<td>$299,000.00</td>
</tr>
<tr>
<td>Commercial Street G4244</td>
<td>S</td>
<td>Landscaping, Seed + #5</td>
<td>$152,725.00</td>
</tr>
<tr>
<td>Atlantaid - Liston Assoc D00274</td>
<td>S</td>
<td>Engineering Consulting</td>
<td>$457,806.00</td>
</tr>
<tr>
<td>Old Dominion Electric 0000023</td>
<td>S</td>
<td>Electrical Supply + Sign</td>
<td>$110,400.00</td>
</tr>
<tr>
<td>All Services LLC 505392</td>
<td>S</td>
<td>Guardrail</td>
<td>$418,237.00</td>
</tr>
</tbody>
</table>

TOTAL $1,463,862.00

TOTAL CONTRACT VALUE $30,799,056.50 × REQUIRED DBE 15 % = $4,619,708.49

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  

Arthur C. Cox, III Vice President  
TITLE  

[Signature]
SIGNATURE  

8/29/2013  
DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 6907-053-133, 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 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: Arthur C. Cox, III
Signature

Vice President
Title
Date: August 22, 2013

First Tier Subcontractor
A. Morton Thomas and Associates, Inc.

By: Michael J. Wiercinski, P.E.
Signature
Principal
Title
Date: August 27, 2013
Second Tier
Subcontractor if
Applicable

By: ____________________________
  Signature
  Title
  Date:

Third Tier
Subcontractor if
Applicable

By: ____________________________
  Signature
  Title
  Date:

DBE Contractor

ATHAYALE, LYSTAD & ASSOCIATES, INC

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

First Tier Subcontractor if Applicable

By: ______________
Signature: ______________

Date: _________________________

Title: _________________________
Second Tier
Subcontractor if Applicable

By ________________________________
Signature __________________________
Title ______________________________
Date ________________________________

Third Tier
Subcontractor if Applicable

By ________________________________
Signature __________________________
Title ______________________________
Date ________________________________

DBE Contractor
ACP Services, LLC

By ________________________________
Signature __________________________
Title ______________________________
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)

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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

Date: August 22, 2013

First Tier Subcontractor if Applicable

By: ___________________________  Signature  ___________________________

Date: ___________________________

Title
Second Tier
Subcontractor if Applicable

By: ____________________________
   Signature                      Title
   Date: _________________________

Third Tier
Subcontractor if Applicable

By: ____________________________
   Signature                      Title
   Date: _________________________

DBE Contractor

Commercial Seeding, Inc.

By: ____________________________
   Signature                      Title
   Date: 8/29/13

Commercial Seeding, Inc.
19123 Beale Pace Drive
Zuni, Virginia 23898

Ph: (757) 242-6756 Fax: (757) 242-6758

VDOI DBE# C-329
SWAM# 626244
DDOI#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.: 0007-053-133.201.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:

Signature

Arthur C. Cox, Ill

Vice President

Date: August 22, 2013

First Tier Subcontractor If Applicable

A. Morton Thomas and Associates, Inc.

By:

Signature

Michael J. Wyczanski, P.E.

Date: August 27, 2013

Title

Principal
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: ____________________________  President
    Signature                  Title
    Date: 8/28/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 6007-052-133, 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: [Signature]  Arthur C. Cox, III  Date: August 22, 2013
Vice President  Title

First Tier Subcontractor if Applicable

By: [Signature]  Title  Date:

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

Project No.: 6007-053-133, R201, 0501  
Federal Project No.: STP-5401 (518)  

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Prime Contractor: Corman Construction, Inc.  
By: [Signature]  
Arthur C. Cox, III  
Vice President  
Date: August 22, 2013  

First Tier  
Subcontractor if Applicable  
By: [Signature]  
Date:  

Title  

By: [Signature]  
Date:  

Title
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: __________________________
   Title: Branch Manager
   Date: ______________________________

Date: 7/29/13
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

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Prime Contractor

[Signature] Cormau Construction Inc.

By: [Signature] Arthur C Cox

Vice President

Date: 8-28-2013

First Tier Subcontractor if Applicable

[Signature]

By: [Signature]

Date:

Title
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  __________________
    President  Title
    Date: June 13, 2013

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

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Prime Contractor  
Corman Construction, Inc.  

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

First Tier  
Subcontractor if Applicable  

By: [Signature]  
Date:  

Title
Second Tier Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________ Date ___________________________

Third Tier Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________ Date ___________________________

DBE Contractor: Roadside Inc

By: ___________________________ Signature ___________________________ Title ___________________________ Date: 8/28/13
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
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Prime Contractor  Corman Construction, Inc.

By: [Signature]  Arthur C. Cox, III  Date: August 22, 2013

Vice President  Title

First Tier  Subcontractor if Applicable

A. Monton Thomas & Associates, Inc.

By: [Signature]  Title

Date: [Date]
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
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Prime Contractor Corman Construction, Inc.

By: ________________________________ signature ________________________________

Arthur C. Cox, III

Vice President

Date: August 22, 2013

First Tier Subcontractor if Applicable

By: ________________________________ signature ________________________________

Date: ________________________________

Title ________________________________
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] ___________________________ CEO ___________________________ Title ___________________________ Date: 8/27/13
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Prime Contractor  Corman Construction, Inc.

By:  

Signature  

Arthur C. Cox, III  

Vice President  

Title  

Date: August 22, 2013

First Tier Subcontractor if Applicable  Tavares Concrete Company, Inc.

By:  

Signature  

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  ____________________________  Title
    ______________________________  Date: 8/27/13