A Design-Build Project
Virginia Capital Trail
Varina Phase
Henrico County, Virginia

State Project No.: 0005.043.714, P-101, R-201, C-501
Federal Project No.: STP-5127(785)
Contract ID No.: C00086280DB58

November 28, 2012
Section 4.0.1.1
Letter of Submittal Checklist and Contents
ATTACHMENT 4.0.1.1
VIRGINIA CAPITAL TRAIL – VARINA PHASE
LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

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<th>RFP Part 1 Cross Reference</th>
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<td>Offeror’s full legal name and address</td>
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<tr>
<td>Authorized representative’s original signature</td>
<td>NA</td>
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<td>Point of Contact information</td>
<td>NA</td>
<td>Section 4.1.4</td>
<td>6</td>
</tr>
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<td>Principal Officer information</td>
<td>NA</td>
<td>Section 4.1.5</td>
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<td>Offeror’s Corporate Structure</td>
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<td>Full Legal Name of Lead Contractor and Lead Designer</td>
<td>NA</td>
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<td>NA</td>
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<td>NA</td>
<td>Section 4.1.9</td>
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## LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

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<td>NA</td>
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Acknowledgement of RFP, Revisions, and/or Addenda
ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00086280DB58
PROJECT NO.: 0005-043-714, P101, 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 3.4, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Cover letter of September 25, 2012 – RFP
   (Date)

2. Cover letter of October 29, 2012 - Addendum # 1
   (Date)

3. Cover letter of
   (Date)

_________________________________________  November 29, 2012
SIGNATURE  DATE
Section 4.1
Letter of Submittal
4.1.1 – Letter of Submittal

November 29, 2012

Ms. Brenda L. Williams
Commonwealth of Virginia
Department of Transportation (VDOT)
Central Office Mail Center
Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219

RE: VIRGINIA CAPITAL TRAIL – VARINA PHASE
From: 0.5 Miles S. of Richmond City Limits
To: Long Bridge Road
Henrico County, Virginia

State Project No.: 0005-043-714, P101, R201, C501
Federal Project No.: STP-5127(785)
Contract Project No.: C00086280DB58

Dear Ms. Williams:

Blythe Development is pleased to submit this Letter of Submittal and all attachments for the above referenced design-build project with the Virginia Department of Transportation (VDOT). Our proposal response contains all information requested in the Request for Proposals dated November 29, 2012. Our team’s combined experience enables us to deliver the kind of high quality and technically-sound project VDOT has come to expect from each of our team members.

Blythe Development is the Offeror and will be the overall authority on the project as well as the Lead Contractor. Other team members with responsibilities for engineering design, right-of-way, and construction quality assurance will enter into sub-agreements with Blythe Development for this project. Jason Hoyle, Blythe’s Design-Build Project Manager, will coordinate and direct these functions to ensure effective project progress and completion.

For 23 years, the professional men and women of Blythe have literally paved the way for hundreds of public and private projects. From large interstate highways to small commercial site development, Blythe’s employees perform with pride and creativity.
Blythe Development has an unmatched level of success in completing large, complex projects with aggressive schedules. See Work History for detailed listings of the recent relevant project experience.

Blythe will lead the design-build team, composed of the following skilled consultant partners we know will bring valuable expertise to this project, as they possess considerable and practical working knowledge of VDOT, its processes, and of the project corridor. The design effort will be led by Rummel, Klepper & Kahl, LLP (RK&K).

Following is a table of design partners that we plan on utilizing to successfully complete this project.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Primary VA Location</th>
<th>DBE/SWAM Status</th>
<th>Major Project Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rummel, Klepper &amp; Kahl, LLP (RK&amp;K)</td>
<td>Richmond</td>
<td>N/A</td>
<td>Design project management, engineering design, QA</td>
</tr>
<tr>
<td>Froehling &amp; Robertson, Inc. (F&amp;R)</td>
<td>Richmond</td>
<td>N/A</td>
<td>Geotechnical Engineering</td>
</tr>
<tr>
<td>Whitman, Requardt &amp; Associates, LLP</td>
<td>Richmond</td>
<td>N/A</td>
<td>Utilities</td>
</tr>
<tr>
<td>H&amp;B Surveying and Mapping, LLC</td>
<td>Richmond</td>
<td>SWAM/DBE</td>
<td>Surveying</td>
</tr>
<tr>
<td>KDR Real Estates Services</td>
<td>Richmond</td>
<td>SWAM</td>
<td>Right-of-Way Services</td>
</tr>
</tbody>
</table>

The Blythe/RK&K Team understands VDOT’s goals and objectives for this project. Our project approach will be to establish and implement design and construction processes by fully integrating the project’s goals, maintaining high quality, and accelerating the schedule. Our team has established the specific responsibilities for each element of our organizational structure. We have structured our Team to ensure design documents are prepared in accordance with sound, prudent, and accepted engineering practices conforming to VDOT, FHWA, and other federal, state, and local standards. Our Team stands ready to meet these challenges and exceed VDOT’s expectations related to these goals.

4.1.2 – Declare Offeror’s intent, if selected, to enter into a contract with VDOT for the Project in accordance with the terms of this RFP.

After project award, it is Blythe’s intent to enter into a contract with VDOT. Blythe’s Price Proposal will remain in full force and effect for one hundred twenty (120) days after the November 29, 2012 due date.
4.1.3 – Pursuant to Part 1, Section 8.2, declare that the offer represented by the Price Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is submitted to VDOT (“Letter of Submittal & Price Proposal Due Date”).

Pursuant to Part 1, Section 8.2, we declare that the offer represented by the Price Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is submitted to VDOT (“Letter of Submittal & Price Proposal Due Date”).

4.1.4 – Identify the name, title, address, phone and fax numbers, and e-mail address of an individual who will serve as the Point of Contact for the Offeror.

Jason Hoyle is the official representative and point of contact for the Blythe/RK&K team relative to the SOQ. His contact information is listed below.

Jason Hoyle  
Blythe Development Co.  
1415 E. Westinghouse Blvd.  
Charlotte, NC 28273  
Tel: (704) 588-0023  
Fax: (704) 588-9935  
Email: jhoyle@blythedevelopment.com

4.1.5 – Identify the name, address and telephone number of the individual who will serve as the Principal Officer for the Offeror. (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

Luke Blythe, Vice President of Operations  
1415 E. Westinghouse Blvd.  
Charlotte, NC 28273  
Tel: (704) 588-0023  
Fax: (704) 588-9935  
Email: lblythe@blythedevelopment.com

4.1.6 – Identify whether the Offeror will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership or other form of organization. Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Offeror is a limited liability company, partnership or joint venture, describe the bonding approach that will be used and the members of such organizations who will have joint and several liability for the performance of the work required for the Project. A single 100% performance bond and a single 100% payment bond shall be provided regardless of any co-surety relationship.

Blythe Development Co. is a corporation and will be the financially responsible team member. A single 100% performance and a single 100% payment bond will be provided.
4.1.7 – Identify the full legal name of both the Lead Contractor and the Lead Designer for this Project. The Lead Contractor is defined as the Offeror that will serve as the prime/general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with VDOT. The Lead Designer is defined as the prime design consulting firm responsible for the overall design of this Project.

Blythe Development Co. will be the Lead Contractor and Rummel, Klepper and Kahl, LLP will be the Lead Designer for this Project.

4.1.8 – State the Offeror’s VDOT prequalification number and current VDOT prequalification status (active, inactive, etc.) in the Letter of Submittal. An 8.5” x 11” copy of the Offeror’s VDOT prequalification certificate or evidence indicating Offeror is currently prequalified will be provided in the Attachments to the Letter of Submittal. The Offeror must be in good standing and prequalified to bid on the Project as outlined in VDOT’s Rules Governing Prequalification Privileges at the time of the Letter of Submittal & Price Proposal Due Date.

Blythe’s VDOT prequalification number is B1096. Blythe’s prequalification status is active.

4.1.9 – Provide a written statement within the Letter of Submittal that the Offeror is committed to achieving a sixteen percent (16%) DBE participation goal for the entire value of the contract.

Blythe is committed to achieving the sixteen percent (16%) DBE participation goal for the entire value of the contract.

4.1.10 – Provide Substantial Completion and Final Completion Dates. The proposed dates herein shall be no later than the date(s) set forth in Section 2.4.1. The earlier Substantial and Final Completion date(s) will be deemed by VDOT as the contractual completion date(s) for the Design-Build Contract for all purposes, including liquidated damages in accordance with Section 2.4.2

Substantial and Final Completion date is September 30, 2014. (Until we understand the schedule better, I’ve used the Substantial and Final Completion dates listed in the RFP.)

The entire Blythe/RK&K Team appreciates you taking the time to review our Letter of Submittal and we look forward to working with VDOT on this project.

Respectfully Submitted,

Blythe Development Co.
Jason Hoyle
Division Manager
Section 4.2 Attachments to the Letter of Submittal
4.2.1 – Affiliated and Subsidiary Companies of the Offeror

**ATTACHMENT 4.2.1**

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

**Affiliated and Subsidiary Companies of the Offeror**

Offerors shall complete the table and include the addresses of affiliates or subsidiary companies as applicable. By completing this table, Offerors certify that all affiliated and subsidiary companies of the Offeror are listed.

<table>
<thead>
<tr>
<th>Relationship with Offeror (Affiliate or Subsidiary)</th>
<th>Full Legal Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affiliate</td>
<td>Blythe Brothers Asphalt Co., LLC</td>
<td>1415 E. Westinghouse Blvd. Charlotte, NC 28273</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Blythe Brothers Equipment Co., LLC</td>
<td>1415 E. Westinghouse Blvd. Charlotte, NC 28273</td>
</tr>
</tbody>
</table>

☑️ The Offeror does not have any affiliated or subsidiary companies.

☑️ Affiliated and/or subsidiary companies of the Offeror are listed below
4.2.2 – Debarment Forms

ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

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

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature] November 29, 2012 Division Manager

[Date] Title

Blythe Development Co.

Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

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

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature]  November 29, 2012  [Partner]
Signature  Date  Title

Rummel, Klepper and Kahl, LLP
Name of Firm
ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

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

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

Signature: [Signature]  
Date: 10/26/2012  
Title: President

Froehling & Robertson, Inc.

Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

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

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature: D. L. Sli] 10/23/12  [Title: Senior Vice President]
[Date: 10/23/12]  [Name of Firm: Whitman, Requardt and Associates, LLP]

Whitman, Requardt and Associates, LLP
Name of Firm
ATTACHMENT 4.2.2(h) CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS

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

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature] [Date]  [Vice President]  [Title]

H&B Surveying and Mapping, LLC

Name of Firm
ATTACHMENT 4.2.2(b) CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS

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

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

[Signature] 11/7/12 [PRESIDENT]
Signature Date Title

KDR REAL ESTATE SERVICES
Name of Firm
4.2.3 – Offeror’s VDOT Prequalification Certificate

CERTIFICATE OF QUALIFICATION

BLYTHE DEVELOPMENT CO.

Vendor Number: B1096

In accordance with the Regulations of the Virginia Department of Transportation, you are hereby notified that the following Rating and Classifications have been assigned to you by the Commissioner:

PREQUALIFIED (Probationary)

Work Classes: GRADING; ASPHALT CONCRETE PAVING; ROADWAY MILLING; UNDERGROUND UTILITIES; EXCAVATING

Issue Date: 03/05/2012  This Rating and Classification will Expire: 02/28/2013

Suzanne R. Lusas, Prequalification Officer

Don B. Hull, State Contract Officer
November 16, 2012

Commonwealth of Virginia  
Virginia Department of Transportation

RE: Our Client: Blythe Development Company  
Project: Virginia Capital Trail – Varina Phase, Henrico County, VA  
Project No. 0005-043-714; Contract ID # C00086280DBS8  
Estimated Cost: $10,500,000.00

Dear Sir or Madam:

It is a pleasure to comment on the bonding qualifications of Blythe Development Company. We have handled the contract Performance and Payment bond requirements on behalf of the above firm for over fifteen (15) years. Their current bonding limits through the Liberty Mutual Insurance Company are $20,000,000 single job /$150,000,000 aggregate work program. Current unutilized bonding capacity is $110,000,000.

We consider Blythe Development Company to be one of the more outstanding contractors in this area and we recommend them highly. Blythe Development Company is well managed, capably staffed and sufficiently financed to process the work they are bidding.

As surety for Blythe Development Company, Liberty Mutual Insurance Company, with an A.M. Best Financial Strength Rating of “A” (Excellent) and a Financial Size Category of XV (>$2 Billion or greater), is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm is the successful bidder and enter into a contract for this Project.

Please note that the decision to issue performance and payment bonds is a matter between Blythe Development Company and Liberty Mutual Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

It is our pleasure to share this information with you.

Sincerely

Liberty Mutual Insurance Company

[Signature]

G. Timothy Winkelman, Attorney-In-Fact
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peersless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority thereunder, does hereby name, constable and appoint, ANGELA B. BRANSBY, DONNA L. ASBURY, G. THOMAS WILDERSON, JENNIFER C. HENDIN, JOHN D. LEAK, III, JOHN F. THOMAS, WENDEY E. LAMIN, WILLIAM J. CURRIE .......

all of the city of CHARLOTTE, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed to and acknowledged in the presence of the officer who has hereunto subscribed his name, this 16th day of November, 2012.

Signed, sealed and delivered in the presence of:

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON

COUNTY OF KING

On this 16th day of November, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peersless Insurance Company and West American Insurance Company, and that he, as such, being duly authorized so to do, executed the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following laws and of all the Insurance Companies and requires no further form or record.

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

ARTICLE XII – Execution of Contracts — SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver all such undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact shall be as binding as if signed by the Chairman or the President and attested by the Secretary.

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

Authorization — By unanimous consent of the Company’s Board of Directors, the Company authorizes any officer, whether or not authorized under the Bylaws, to execute any power of attorney by any person or firm named therein which has been certified to the Company in good faith by the Secretary of the Company.

L. David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peersless Insurance Company do hereby certify that the original power of attorney by which I am authorized to act is true, and that the original power of attorney is in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 16th day of November, 2012.

By: L. David M. Carey, Assistant Secretary
4.2.5 – SCC registration information and full size copies of DPOR licenses

ATTACHMENT 4.2.5

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

SCC and DPOR Information

Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 4.2.5 and that all businesses listed are active and in good standing.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>SCC Information (4.2.5.1)</th>
<th>DPOR Information (4.2.5.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SCC Number</td>
<td>SCC Type of Corporation</td>
</tr>
<tr>
<td>Rummel, Klepper and Kahl, LLP</td>
<td>K000417-8</td>
<td>LLP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Froehling &amp; Robertson, Inc.</td>
<td>0027211-2</td>
<td>Corporation</td>
</tr>
<tr>
<td>Whitman, Requardt &amp; Associates, LLP</td>
<td>K000382-4</td>
<td>LLP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H&amp;B Surveying and Mapping, LLC</td>
<td>S290560-4</td>
<td>LLC</td>
</tr>
<tr>
<td>KDR Real Estates Services</td>
<td>0571210-4</td>
<td>Corporation</td>
</tr>
</tbody>
</table>
Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, March 24, 2006

This is to Certify that the statement of registration of

Rummel, Klepper & Kahl, LLP
(Date of registration - September 25, 2001)

a partnership registered as a limited liability partnership under the laws of MARYLAND, was admitted to record in this office and that the partnership is registered to transact business in Virginia as a foreign Registered Limited Liability Partnership, subject to all laws applicable to the partnership and its business.

State Corporation Commission
Attest:

Joel A. Beck
Clerk of the Commission
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
Office of the Clerk

June 3, 2011

CT CORPORATION SYSTEM
4701 COX RD STE 301
GLEN ALLEN, VA 23060-6802

RECEIPT

RE: RUMMEL, KLEPPER & KAHL, LLP

ID: K000417 - 8
DCN: 11-06-03-0505

Dear Customer:

This is your receipt for $50.00 to cover the fee for filing the annual continuation report for the above-referenced registered limited liability partnership.

The annual continuation report was filed on June 3, 2011.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

GPACCEPT
CIS0436

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1200 East Main Street, Richmond, VA 23219-3635
Clerk's Office (804) 371-8733 or (804) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/dk
Telecommunications Device for the Deaf-TDD/Tele: (804) 371-9206
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

PROFESSIONS: ENG

RUMMEL KLEPPER & KAHL LLP
2901 S. LYNNHAVEN RD
SUITE 300
VIRGINIA BEACH, VA 23452

Gordon N. Dixon, Director

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

PROFESSIONS: ENG

RUMMEL KLEPPER & KAHL LLP
81 MOSHER ST
BALTIMORE, MD 21217

Gordon N. Dixon, Director
Froehling & Robertson, Inc.

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

FROEHLING & ROBERTSON, INCORPORATED, (Entity ID# 0027211-2), is a stock corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is October 11, 1924.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
August 13, 2009

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

EXPRESS ON
12-31-2013

NUMBER
0407000098

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

PROFESSIONS: ENG

FROEHLING & ROBERTSON, INC
3015 DUMBARTON ROAD
RICHMOND, VA 23228

Organization Name: FROEHLING & ROBERTSON, INC
Address: 3015 DUMBARTON ROAD, RICHMOND, VA 23228

This license is for the business entity and its authorized agents.
License holder(s) are not personally liable for any labor law, tax, or contract obligations of the business entity, as defined in Section 54-12-204 of the VA Code.

Grantor:

Date: [Signature]
Notary Public, Commonwealth of Virginia

Attachment 4.2: LETTER OF SUBMITTAL
Whitman, Requardt & Associates, LLP

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

On August 10, 2000, a statement of registration as a registered limited liability partnership was filed in this office by Whitman, Requardt & Associates, LLP, a Maryland registered limited liability partnership.

As of the date below, this statement of registration is in effect.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
June 19, 2012

Joel H. Peck
Clerk of the Commission
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

May 30, 2012

CT CORPORATION SYSTEM
4701 COX RD STE 301
GLEN ALLEN, VA 23060-6802

RECEIPT

RE: WHITMAN, REQUARDT & ASSOCIATES, LLP

ID: K000382 - 4
DCN: 12-05-30-0539

Dear Customer:

This is your receipt for $50.00 to cover the fee for filing the annual continuation report for the
above-referenced registered limited liability partnership.

The annual continuation report was filed on May 30, 2012.

If you have any questions, please call (804) 371-6733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

GPACCEPT
CIS0436

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1500 East Main Street, Richmond, VA 23219-3830
Clerk's Office (804) 371-9733 or (844) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/scc
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-5205
H&B Surveying and Mapping, LLC

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

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

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

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
September 9, 2011

Joel H. Peck, Clerk of the Commission

CIS0357
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9960 Mayland Dr., Suite 400, Richmond, VA 23223
Telephone: (804) 367-8500

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

PROFESSIONS: LS

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

Gordon N. Dixie, Director
Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 30, 2002

This is to Certify that the certificate of incorporation of

KDR Real Estate Services, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 30, 2002

State Corporation Commission
Attest:

[Signature]
Clerk of the Commission
KDR Real Estate Services, Inc.

General
SCC ID: 05712104
Entity Type: Corporation
Jurisdiction of Formation: VA
Date of Formation/Registration: 1/30/2002
Status: Active
Shares Authorized: 100

Principal Office
2500 GRENOBLE RD
RICHMOND VA 23294

Registered Agent/Registered Office
ALLEN G DORIN JR
2500 GRENOBLE RD
RICHMOND VA 23294
HENRICO COUNTY 143
Status: Active
Effective Date: 7/9/2003

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

REAL ESTATE BOARD
REAL ESTATE CORPORATION, PARTNERSHIP, ASSOCIATION LICENSE
POST IN A CONSPICUOUS PLACE
THIS LICENSE TO BE KEPT IN CUSTODY AND CONTROL OF PRINCIPAL BROKER

KDR REAL ESTATE SERVICES INC
2500 GRENOBLE RD
RICHMOND, VA 23294

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.
**ATTACHMENT 4.2.6(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

(LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LITTLE SUGAR CREEK GREENWAY PHASE 1A AND CSX CROSSING Charlotte, NC</td>
<td>HDR Engineering of the Carolinas 3733 National Drive Raleigh, NC 27612</td>
<td>Name of Client/Owner: Mecklenburg County Parks and Recreation Phone: 704.336.3854 Project Manager: Gwen Cook Phone: 704.336.7342 Email: <a href="mailto:Gwen.Cook@mecklenburgcountync.gov">Gwen.Cook@mecklenburgcountync.gov</a></td>
<td>2008</td>
<td>2008</td>
<td>$1,450</td>
<td>$1,450</td>
</tr>
</tbody>
</table>

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.

Blythe Development Co. was awarded the Little Sugar Creek Greenway Phase 1a and CSX Crossing project. This project was constructed for Mecklenburg County, NC. Blythe was the prime contractor for the project and managed all of the construction. The project consisted of the construction of a new greenway facility that included the installation and construction of an asphalt paved surface, clearing and removal of debris, general excavation, subgrade material with geotextile fabric, relocation of existing utilities and stormwater pipes. Also included with the project was the construction of a pedestrian bridge and a reinforced concrete railroad underpass to accommodate the CSX railroad.  

![Image of the pedestrian bridge and railroad underpass.](image-url)
**LEAD CONTRACTOR - WORK HISTORY FORM**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement. (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEST BRANCH ROCKY RIVER GREENWAY Charlotte, NC</td>
<td>Wirth &amp; Associates, Inc. 1230 W. Morehead Street Suite 212 Charlotte, NC 28208</td>
<td>Name of Client/Owner: Mecklenburg County Parks and Recreation Phone: 704.336.3854 Project Manager: Gwen Cook Phone: 704.336.7342 Email: <a href="mailto:Gwen.Cook@mecklenburgcountync.gov">Gwen.Cook@mecklenburgcountync.gov</a></td>
<td>2010</td>
<td>2010</td>
<td>$425</td>
<td>$375</td>
</tr>
</tbody>
</table>

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offerer chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.

Blythe Development Co. was awarded the contract in 2010 for the construction of the West Branch Rocky River Greenway for Mecklenburg County, NC. Blythe was the prime contractor for the project managing the day to day operations and coordinating the project’s activities with Mecklenburg County. The project involved clearing, grinding and hauling, necessary erosion control, excavation and fill required to build the trail system, any storm drain pipes, undercut and stabilization fabric, stone and asphalt required for the 10’ wide trail and miscellaneous landscaping.
**LEAD CONTRACTOR - WORK HISTORY FORM**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands) Original Contract Value</th>
<th>Final or Estimated Contract Value</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
</tr>
</thead>
</table>
| LITTLE SUGAR CREEK GREENWAY FROM ELIZABETH TO CHARLOTTETOWNE | Landdesign, Inc.  
223 North Graham Street  
Charlotte, NC 28202 | Name of Client/Owner: Mecklenburg County Parks and Recreation  
Phone: 704.336.3854  
Project Manager: Gwen Cook  
Phone: 704.336.7342  
Email: Gwen.Cook@mecklenburgcountync.gov | 2011 | 2012 | $4,650 | $4,610 | $4,610 |

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.

Blythe Development Co. was awarded the Little Sugar Creek Greenway from Elizabeth to Charlottetowne project in May of 2011. The project consisted of extending the existing greenway system from Elizabeth Avenue to Charlottetowne Road. The major activities involved with the project are: clearing and grubbing, excavation, undercut and backfill, fabric for soil stabilization, erosion control, relocation of existing facilities, installation of water, sewer and storm drain, pedestrian bridges, walkway culverts, asphalt trail, pavers and landscaping. Blythe was responsible for managing the contract, daily operations and corresponding with Mecklenburg County.
**ATTACHMENT 4.2.6(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Completion Date (Original)</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US NATIONAL ARBORETUM FERN VALLEY ENTRANCE &amp; PATH SYSTEM</strong></td>
<td><strong>Mahan Rykiel Associates</strong> 800 Wyman Park Drive Baltimore, MD 21211</td>
<td>Name of Client: <strong>Mahan Rykiel Associates</strong> Phone: 410.235.6001 Project Manager: Stephen Kelly Phone: 410.235.6001 Email: <a href="mailto:skelly@mahanrykiel.com">skelly@mahanrykiel.com</a></td>
<td>2006</td>
<td>2006</td>
<td>$750</td>
<td>$750</td>
</tr>
</tbody>
</table>

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

RK&K was selected by landscape architectural firm Mahan Rykiel Associates to perform civil engineering services for the Fern Valley Collection entry and pathway improvements. The project consists of pathway improvements to comply with the Americans with Disabilities Act guidelines, installation of new timber pedestrian bridges and boardwalks, entry gathering area, signage and information kiosk, stormwater management, and permit assistance.

**Site Engineering:** The project site engineering tasks required grading paths to meet ADA guidelines, site details for firm and stable path surfaces, structural design of timber overlook deck and boardwalks, and layout data for hardscape areas. In addition, site details, specifications, and cost estimating were provided.

**Stormwater Management:** The project requires that stormwater management be provided in accordance with the DC Department of Health Stormwater Management Guidebook. RK&K prepared hydraulic and hydrologic computations to determine the impacts of the development on the stormwater conditions. To provide stormwater quality control, RK&K designed a shallow wetland facility to treat runoff.

**Permit Assistance:** RK&K met with District of Columbia officials to review project requirements and prepared erosion and sediment control plans, notes, and details, and stormwater management plans and computations for permit submission to the District of Columbia Department of Health.
### LEAD DESIGNER - WORK HISTORY FORM

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Completion Date (Original)</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement. (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>THOMPSON ISLAND TRAIL AND PARKING LOT</td>
<td>Resources &amp; Environmental Control 89 Kings Highway Dover, DE 19901</td>
<td>Name of Client: Resources &amp; Environmental Control  Phone: 302.739.9000 Project Manager: Phillip Gallo Phone: 302.739.9231 Email: <a href="mailto:philip.gallo@state.de.us">philip.gallo@state.de.us</a></td>
<td>2010</td>
<td>2010</td>
<td>$294</td>
<td>$294</td>
</tr>
</tbody>
</table>

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

(DNREC), Division of Parks and Recreation selected the RK&K to create an improved ADA accessible trail system within the Thompson Island Nature Preserve. The nature preserve is a 191-acre tract of land located near Rehoboth Beach in Sussex County, Delaware.

As part of this effort, the design team completed surveys of the site and prepared a conceptual plan for the 1.8 miles of trail that included on-grade trail layout, elevated boardwalks, and various trail amenities including vistas, signing and benches. As part of the study, RK&K researched various trail and boardwalk material types and developed linear cost per foot estimates for comparison. RK&K also provided a benefit-cost analysis of each alternate material type including future maintenance costs.

Several conceptual parking lot layouts were also prepared, incorporating vehicular and bus parking and stormwater management requirements. An alternative was recently selected for design and RK&K is proceeding with development of final contract documents. The project also includes community outreach, environmental permits, stormwater management, erosion and sediment control, specifications, bidding documents and construction administration services. Construction is scheduled for 2011.
LEAD DESIGNER - WORK HISTORY FORM

a. Project Name & Location  
ANACOSTIA RIVERWALK TRAIL – KENILWORTH TRAIL SECTION  
District Department of Transportation  
2000 14th Street, NW  
Washington, DC 20009

b. Name of the prime/ general contractor responsible for overall construction of the project.  

Name of Client: District Department of Transportation  
Phone: 202.673.6813  
Project Manager: Allen Miller  
Phone: 202.671.4595  
Email: allen.miller@dc.gov

d. Construction Contract Completion Date (Original)  
2010

e. Construction Contract Completion Date (Actual or Estimated)  
2010

f. Contract Value (in thousands)  
Construction Contract Value (Original)  
$8,000  
Construction Contract Value (Actual or Estimated)  
$8,000

g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement (in thousands)  
$8,000

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

RK&K provided engineering design services and prepared construction documents for the Anacostia Riverwalk Trail – Kenilworth Trail Section that culminated in the preparation of complete construction contract documents for approximately 3.5 miles of new shared use trail through Anacostia Park in northeast Washington DC. The project begins on the Anacostia River’s eastern shoreline at Benning Road Bridge in DC and ends at the current terminus of the Bladensburg Trail in Prince George’s County MD, north of US 50.

The project includes a variety of trail conditions that includes off-street shared use path through the natural settings of the Anacostia Park waterfront as well as through the urban settings of the Eastland Gardens and Mayfair/Parkside communities. The path has been generally planned as a 10-foot wide asphalt trail but a variety of widths and pervious materials are being explored to minimize impacts on sensitive resources in Anacostia Park. In addition, the project is utilizing both concrete and timber boardwalks and bridge structures to minimize impacts at several adjacent wetland and waterway crossings including:

- Approximately 1,100 linear feet of “heavy duty” concrete boardwalk along the Anacostia River shoreline that will pass under the existing Amtrak and US 50/New York Avenue bridges.
- Three new prefabricated steel truss pedestrian bridges over the Aquatic Gardens “tidal gut,” Lower Beaver Dam Creek and an unnamed tributary of the Anacostia River.
- Approximately 200 linear feet of “light duty” timber boardwalk over the wetland/water intake for the PEPCO power plant at Benning Road.

RK&K’s services under the contract include project management, topographic and property surveys, collection of record utility data, wetland delineation, forest stand delineation, archeological surveys, geotechnical investigation, floodplain studies, scour analysis, permitting, and design of trail facilities, boardwalk structures, pedestrian bridges, waysides and gateways, drainage, stormwater management, sediment control, maintenance of traffic, signing and pavement markings, wayfinding signs, lighting, interpretive historic markers, nature informational kiosks, and art plans. RK&K is preparing complete contract documents including plans, permits, cost estimates, & specifications. RK&K is coordinating the project among several agencies including DDOT/IPMA, NPS, DDOE, UFA, USACE, USFWS, USCG, MD DOE, MD DNR, MD SHA, M-NCPPC, Prince George’s County, and several utilities including DCWASA, WSSC, PEPCO, Washington Gas, and Verizon.
A Design-Build Project
Virginia Capital Trail
Varina Phase
Henrico County, Virginia

State Project No: 0005-043-714, P-101, R-201, C-501
Federal Project No.: STP-5127(785)
Contract ID No. C00086280DB58

November 28, 2012
Section 4.0.1.2
Price Proposal Checklist
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL
CHECKLIST

Project Name: VIRGINIA CAPITAL TRAIL – VARINA PHASE
Contract ID Number: C00086280DB58

> Contents of Price Proposal:

- Proposal Price, in both numbers and words (Attachment 4.3.1)
- Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)
- Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division 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 4.3.5(a), 4.3.5(b) and 4.3.5(c))
- CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file
Section 4.3.1
Price Proposal Form
ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

4.3.1 Offeror shall specify, the following pricing information, in both numbers and words:

Proposal Price:

Lump Sum  Eleven Million, Nine Hundred eighty-eight Thousand and zero cents  ($11,988,000.00)

Date: November 29, 2012

Signature: [Signature]

Design-Builders: Blythe Development Co.

Vendor No.: B10946
Section 4.3.2
Price Adjustment Information and Forms for Fuel, Asphalt and Steel
EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT
DESIGN-BUILD PROJECTS

June 30, 2011

In the event the Design-Builders 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-Builders shall clearly identify in its Price Proposal those pay items and the associated quantities it chooses to have asphalt price adjustment applied to in its work packages. Items the Design-Builders 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-Builders' Price Proposal 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.

X I elect to use this provision

I elect not to use this provision

Date: November 29, 2012
Signature:

Design-builder: Blythe Development Co.
Vendor No.: B1094
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:

DISTRICT:

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b.
price of $58.33 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 $0 (When required by provisions) 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.

X I elect to use this provision

DATE: November 29, 2012

I elect not to use this provision

SIGNATURE: 

(Blythe Development Co)

(Firm or Corporation)

(B109)

(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

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 its Price Proposal 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 Price Proposal 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.

X I elect to use this provision

_ I elect not to use this provision

Date: November 29, 2012

Signature: [Signature]

Design-builder: By the Development Co.

Vendor No.: B10960
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 50 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.
The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. Please note: The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

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

Price increase/decrease will be computed as follows:

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

Where:
- \( A \) = Steel price adjustment in lump sum dollars
- \( B \) = Average weighted price of steel submitted in Design-Build’s Price Proposal for project in price per pound as listed on the Form for Price Adjustment for Eligible Steel Items on Design-Build Project
- \( P \) = 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-Build, any apparent evidence to unbalance the price supplied by Design-Build in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.
FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

(Date for receipt of price proposal)

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.

<table>
<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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</tr>
</tbody>
</table>

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

Design-Builder

Signature

Date

Commonwealth of Virginia
Virginia Department of Transportation
Page 3 of 8
Sample Calculation of a Price Adjustment (increase)

Project bid on April 26, 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.  

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

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

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

Project bid on April 26, 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 138.3

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

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

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

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

### STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
<th>Number WPU used in $ adjust.</th>
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<td>SHEET PILE, STEEL</td>
<td>SF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>00540</td>
<td>REINF. STEEL</td>
<td>LB</td>
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<td>EPOXY COATED REINF. STEEL</td>
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<td>11030</td>
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<td>PATCH HYDR. CEM. CONC. PAVE</td>
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<td>13290</td>
<td>GUARDRAIL GR-8 (NCHRP 350 TL-3)</td>
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<td>GUARDRAIL GR-2A</td>
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<td>avg. 1017 &amp; 101</td>
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<td>RAD. GUARDRAIL GR-2</td>
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<td>GUARDRAIL TER, GR-6 (WEATHERING STEEL)</td>
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<td>avg. 1017 &amp; 101</td>
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<td>REINFORCING STEEL</td>
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<td>avg. 1017 &amp; 101</td>
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<td>17325</td>
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<td>avg. 1017 &amp; 101</td>
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<td>17327</td>
<td>RUB RAIL</td>
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<td>17353</td>
<td>CABLE GR-3</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
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<tr>
<td>17521</td>
<td>GUARDRAIL BEAM (WEATHERING STEEL)</td>
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<td>avg. 1017 &amp; 101</td>
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<td>RUB RAIL (WEATHERING STEEL)</td>
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<td>avg. 1017 &amp; 101</td>
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<td>FENCE FE-CL</td>
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<td>avg. 1017 &amp; 101</td>
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<td>FENCE FE-CL VINYL COATED</td>
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<td>avg. 1017 &amp; 101</td>
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<td>WATER GATE FE-4 TY III</td>
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<td>avg. 1017 &amp; 101</td>
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<td>45532</td>
<td>6&quot; STEEL ENCASE. PIPE</td>
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<td>101706</td>
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<td>46562</td>
<td>16&quot; STEEL ENCASE. PIPE</td>
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<td>101706</td>
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<td>Unit</td>
<td>Quantity</td>
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</tr>
<tr>
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**I elect to use this provision**

**I elect not to use this provision**

**Date:** November 29, 2012

**Signature:** [Signature]

**Design-Build:** Blueth Development Co.

**Vendor No.:** B1092
Section 4.3.3
Proposal Guaranty Form C-24
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

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

SIGNED, sealed and dated this 29th Day of November 2012

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

PROJECT NUMBER: 0005-043-714; Contract ID # C00086280DB58
Virginia Capital Trail-Varina Phase; Henrico 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.

Blythe Development Company

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

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

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

Liberty Mutual Insurance Company

By: [Signature]
(Surety Company)

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

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

By: [Signature]
(Attorney-in-Fact**) (Seal)

By: [Signature]
(Address)

By: [Signature]
(Attorney-in-Fact**) (Seal)

By: [Signature]
(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
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (hereinafter collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela D. Ramsey, of the city of Charlotte, state of NC, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Elythe Development Company
Obligee Name: Commonwealth of Virginia, Department of Transportation
Surety Bond Number: Bid Bond
Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of May, 2012.

By:
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 22nd day of May, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

By:
KD Riley, Notary Public, Notary Public

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

ARTICLE IV — OFFICERS — Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by to the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII — Execution of Contracts — SECTION 6. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of November, 2012.

By:
David M. Carey, Assistant Secretary
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

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

FHWA: STP-5127(785)

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 PUNISHMENT 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 Charlotte, NC, STATE of NC, this 19 day of November, 2012

Blythe Development Co. [Name of Firm] By: F. W. Blythe [Signature] Title (print) 

COUNTY (CITY) of Charlotte [To-wit:]

I, Megan Barrett, [Name of Notary], a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 19 day of November, 2012

My Commission expires 2-4-2012

NOTARIZED PUBLIC

Megan Barrett

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 __________

[Name of Firm] [Signature] [Title (print)]
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

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

FHWA: STP-5127(785)

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 33.1-338 of the Code of Virginia (1970). (If none, so state).

NAME
0005-043-714, P101, R201, C501

Location of Principal Office
STP-5127(785)

None

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

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

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

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

(Continued)
ORDER NO.:  
CONTRACT ID. NO.:  

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

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

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

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

(d) Where the bidder is unable to certify to any of the statements in this certification, the bidder shall give 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 CHARLOTTE, NC, this 20th day of November, 2012
Name of Firm: Blythe Development Co.

By: 

Title: Vice President

STATE of North Carolina  COUNTY (CITY) of Gaston

I, Sybil Bell, a Notary Public in and for the State and County (City) aforesaid, hereby certify that this day personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 29 day of November, 2012

My Commission expires 1-13-2015

Notary Public
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0005-043-714, P101, R201, C501

FHWA NO. STP-5127(785)

*** 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 50% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 11%  
PERCENT ATTAINED BY BIDDER 17.51%

<table>
<thead>
<tr>
<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>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
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</thead>
<tbody>
<tr>
<td>H2R Survey and Mapping, LLC #679433</td>
<td>S</td>
<td></td>
<td></td>
<td></td>
<td>Survey</td>
<td>$24,700.00</td>
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<tr>
<td>S &amp; S Brothers Contracting, LLC #679508</td>
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<td></td>
<td></td>
<td>Erosion Control</td>
<td>$114,000.00</td>
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<td>Diversified Property Services, Inc #679719</td>
<td>H</td>
<td></td>
<td></td>
<td></td>
<td>Hauling</td>
<td>$28,100.00</td>
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<tr>
<td>Tichor Construction, Inc #679913</td>
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<td></td>
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<td>Right of Way</td>
<td>$61,900.00</td>
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<td></td>
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<td>MSE Wall</td>
<td>$317,520.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,168,769.40</td>
</tr>
</tbody>
</table>

TOTAL CONTRACT VALUE $11,987,000.00 x REQUIRED DBE 11% = $1,918,080.00

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, WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

BIDDER

VICE PRESIDENT

SIGNATURE

DATE

November 29, 2012
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

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

Federal Project No.: STP-5127(785)

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

By: ____________________________  Signature: ____________________________  Title: Vice President

Date: November 29, 2012

First Tier Subcontractor if Applicable

By: ____________________________  Signature: ____________________________  Title: Senior Manager

Date: 11/29/12
Second Tier
Subcontractor if Applicable

By: ____________________________
   Signature _____________________
   Title __________________________
   Date: __________________________

Third Tier
Subcontractor if Applicable

By: ____________________________
   Signature _____________________
   Title __________________________
   Date: __________________________

DBE Contractor

H&B Surveying and Mapping, LLC

By: ____________________________
   Signature _____________________
   Title __________________________
   Date: 11/29/12
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 
Federal Project No.: 

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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 Blythe Development Co. 

By: [Signature] 
Title: [Title] 
Date: [Date]

First Tier Subcontractor if Applicable 

By: [Signature] 
Title: [Title] 
Date: [Date]
Second Tier Subcontractor if Applicable

By: ____________________________  Signature  ____________________________  Title  
Date: ____________________________

Third Tier Subcontractor if Applicable

By: ____________________________  Signature  ____________________________  Title  
Date: ____________________________

DBE Contractor

Seal Brothers Contracting

By: ____________________________  Signature  ____________________________  Title  
Date: 11/29/12
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.:

Federal Project No.:

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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: Blythe Development Co.

By: ____________________________
   Signature
   Vice  Mgr.

   Date: 10-29-12

First Tier Subcontractor if Applicable

By: ____________________________
   Signature
   Title

   Date: ____________________________

Second 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
W. W. Gary Hauling, Inc.

By: [Signature]  President
    [Signature]  Date: 1/29/19
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.:

Federal Project No.:

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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: Blythe Development Co.

By: [Signature] Vice Pres. [Signature] Title: [Title]

Date: [Date]

First Tier Subcontractor if Applicable:

By: [Signature] Title: [Title]

Date: [Date]
Second Tier
Subcontractor if
Applicable

By: ___________________________  Signature  ___________________________

Date: ___________________________  Title  ___________________________

Third Tier
Subcontractor if
Applicable

By: ___________________________  Signature  ___________________________

Date: ___________________________  Title  ___________________________

DBE Contractor

Diversified Property Services, Inc.

By: ___________________________  Signature  ___________________________

Date: 11/29/12  Title  ___________________________  President

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

Project No.:
Federal Project No.:

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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: Blythe Development Co.

By: [Signature] Vice Pres. [Title]
Date: [11-29-12]

First Tier Subcontractor if Applicable

By: [Signature] [Title]
Date: [ ]

Second 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

TRICOR CONSTRUCTION, INC

By: ____________________________ Signature ____________________________ Title ____________________________
    Date: 11/29/2012