

# **A Design-Build Project**

# **Virginia Capital Trail**

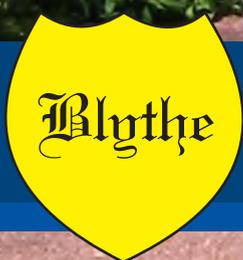
# **Varina Phase**

## **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

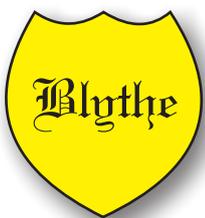


*in association with* **RK&K**

**November 29, 2012**



# Section 4.0.1.1 Letter of Submittal Checklist and Contents



*in association with* **RK&K**

**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.

<b>Letter of Submittal Component</b>	<b>Form (if any)</b>	<b>RFP Part 1 Cross Reference</b>	<b>Page Reference</b>
<b>Letter of Submittal Checklist and Contents</b>	Attachment 4.0.1.1	Section 4.0.1.1	1-2
<b>Acknowledgement of RFP, Revisions, and/or Addenda</b>	Attachment 3.4 (Form C-78-RFP)	Sections 3.4; 4.0.1.1	3
<b>Letter of Submittal</b>	NA	Sections 4.1	4-7
Letter of Submittal on Offeror's letterhead	NA	Section 4.1.1	4
Offeror's full legal name and address	NA	Section 4.1.1	4
Authorized representative's original signature	NA	Section 4.1.1	7
Declaration of intent	NA	Section 4.1.2	5
120 day declaration	NA	Section 4.1.3	6
Point of Contact information	NA	Section 4.1.4	6
Principal Officer information	NA	Section 4.1.5	6
Offeror's Corporate Structure	NA	Section 4.1.6	6
Full Legal Name of Lead Contractor and Lead Designer	NA	Section 4.1.7	7
Offeror's VDOT prequalification information	NA	Section 4.1.8	7
DBE statement confirming Offeror is committed to achieving the required DBE goal	NA	Section 4.1.9	7
Substantial and Final Completion Date(s)	NA	Section 4.1.10	7

**ATTACHMENT 4.0.1.1**  
**VIRGINIA CAPITAL TRAIL – VARINA PHASE**  
**LETTER OF SUBMITTAL CHECKLIST AND CONTENTS**

<b>Letter of Submittal Component</b>	<b>Form (if any)</b>	<b>RFP Part 1 Cross Reference</b>	<b>Page Reference</b>
<b>Attachments to the Letter of Submittal</b>	NA	Section 4.2	8-36
Affiliated and/ or Subsidiary Companies	Attachment 4.2.1	Section 4.2.1	8
Certification Regarding Debarment Forms	Attachment 4.2.2(a) Attachment 4.2.2(b)	Section 4.2.2	9-14
Offeror's VDOT prequalification information	NA	Section 4.2.3	15
Evidence of obtaining bonding	NA	Section 4.2.4	16-17
Full size copies of DPOR licenses and SCC registrations	NA	Section 4.2.5	19-31
SCC registration information - businesses	Attachment 4.2.5	Section 4.2.5.1	18
DPOR registration information - businesses	Attachment 4.2.5	Section 4.2.5.2	18
Lead Contractor Work History Form	Attachment 4.2.6(a)	Section 4.2.6	32-34
Lead Designer Work History Form	Attachment 4.2.6(b)	Section 4.2.6	35-37



# Sections 3.4; 4.0.1.1 Acknowledgement of RFP, Revisions, and/or Addenda

SECTIONS 3.4; 4.0.1.1  
Acknowledgment of RFP, Revisions,  
and/or Addenda



*in association with* **RK&K**

**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)

  
\_\_\_\_\_  
SIGNATURE

November 29, 2012  
DATE



# Section 4.1 Letter of Submittal

SECTION 4.1  
Letter of Submittal



*in association with* **RK&K**



## BLYTHE DEVELOPMENT CO.

1415 EAST WESTINGHOUSE BOULEVARD • CHARLOTTE, NORTH CAROLINA 28273 • TEL (704) 588-0023 • FAX (704) 588-9935

### 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 ID Number: 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.

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

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](mailto: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](mailto: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



*in association with* **RK&K**

**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.

<input type="checkbox"/> <b>The Offeror does not have any affiliated or subsidiary companies.</b>
<input checked="" type="checkbox"/> <b>Affiliated and/or subsidiary companies of the Offeror are listed below</b>

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



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.

      November 29, 2012      Division Manager  
Signature                                      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.

	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.

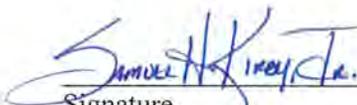
b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under 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.

 10/26/2012 President  
Signature Date Title

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.

Daniel S. Lewis      10/23/12      Senior Vice President  
Signature                      Date                      Title

Whitman, Requardt and Associates, LLP  
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.

Jesse R. Byrde      11/12/12      Vice President  
Signature                      Date                      Title

H&B Surveying and Mapping, LLC  
Name of Firm





4.2.3 – Offeror’s VDOT Prequalification Certificate

	COMMONWEALTH OF VIRGINIA	
<b>CERTIFICATE OF QUALIFICATION</b>		
<b>BLYTHE DEVELOPMENT CO.</b>		
Vendor Number: <b>B1096</b>		
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:		
<b>PREQUALIFIED (Probationary)</b>		
<b>Work Classes:</b> GRADING; ASPHALT CONCRETE PAVING; ROADWAY MILLING; UNDERGROUND UTILITIES; EXCAVATING		
<b>Issue Date:</b> 03/05/2012	<b>This Rating and Classification will Expire:</b> 02/28/2013	
 Suzanne FR Lucas Prequalification Officer	 Don E. Siles, State Contract Officer	



#### 4.2.4 – Letter from Surety or Insurance Company



Wells Fargo Insurance Services  
6100 Fairview Road, Suite 800 (28210)  
Post Office Box 220748  
Charlotte, NC 28222

Tel: 704 366 8834  
Toll Free: 800 868 8834  
www.wellsfargo.com/wfis

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 # C00086280DB58  
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 \$50,000,000 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

  
G. Timothy Wilkerson, Attorney-In-Fact

Together we'll go far



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5456834  
 This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No. \_\_\_\_\_

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, that Peerless 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 herein set forth, does hereby name, constitute and appoint, ANGELA D. RAMSEY; DONNA K. ASHLEY; G. TIMOTHY WILKERSON; JENNIFER C. HOEHN; JOHN D. LEAK, III; JOHN F. THOMAS; WENDY E. LAHM; WILLIAM J. QUINN .....

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 by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of July, 2012.

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



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

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

STATE OF WASHINGTON      ss  
 COUNTY OF KING

On this 2nd day of July, 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, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley  
 KD Riley, Notary Public

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

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, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

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

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

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

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

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless 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 16th day of November, 20 12.



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

POA – AFCC, LMIC, OCIC, PIC & WAIC  
 LMS\_12873\_041012



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.

SCC & DPOR INFORMATION FOR BUSINESSES (RFP Sections 4.2.5.1 and 4.2.5.2)							
Business Name	SCC Information (4.2.5.1)			DPOR Information (4.2.5.2)			
	SCC Number	SCC Type of Corporation	SCC Status	DPOR Registered Address	DPOR Registration Type	DPOR Registration Number	DPOR Expiration Date
Rummel, Klepper and Kahl, LLP	K000417-8	LLP	Good	2100 E. Cary St, Suite 309 Richmond, VA 23223	ENG	0411 000271	02/28/2014
				10306 Eaton Pl, Suite 240 Fairfax, VA 22030	ENG	0411 00577	02/28/2014
				2901 S. Lynnhaven Road Suite 300 Virginia Beach, VA 23452	ENG	0411 000667	02/28/2014
				81 Mosher Street Baltimore, MD 21217	ENG	0407 002860	12/31/2013
Froehling & Robertson, Inc.	0027211-2	Corporation	Good	3015 Dumbarton Road Richmond, VA 23228	ENG	0407 000098	12/31/2013
Whitman, Requardt & Associates, LLP	K000382-4	LLP	Good	9030 Stony Point Pkwy Suite 220 Richmond, VA 23235	ENG	0411 000133	02/28/2014
				801 South Caroline St Baltimore, MD 21231	ARC, ENG, LS, LA	0407001676	12/31/2013
H&B Surveying and Mapping, LLC	S290560-4	LLC	Good	612 Hull Street Suite 101B Richmond, VA 23224	LS	0407005432	12/31/2013
KDR Real Estates Services	0571210-4	Corporation	Good	2500 Grenoble Road Richmond, VA 23294	Broker	0226 007129	12/31/2012



Rummel, Klepper and Kahl, LLP

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 H. Beck*  
Clerk of the Commission

CIS0505





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, 1300 East Main Street, Richmond, VA 23219-3630  
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) [www.scc.virginia.gov/clk](http://www.scc.virginia.gov/clk)  
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206



**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

EXPIRES ON 02-28-2014	9960 Mayland Dr., Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	NUMBER 0411000271
--------------------------	--	----------------------

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

PROFESSIONS: ENG

RUMMEL KLEPPER & KAHL LLP  
RK&K  
2100 EAST CARY ST  
SUITE 309  
RICHMOND, VA 23223

  
  
Gordon N. Dixon, Director

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

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

EXPIRES ON 02-28-2014	9960 Mayland Dr., Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	NUMBER 0411000577
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BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS  
AND LANDSCAPE ARCHITECTS  
BUSINESS ENTITY BRANCH OFFICE REGISTRATION

PROFESSIONS: ENG

RUMMEL KLEPPER & KAHL LLP  
RK&K  
10306 EATON PL STE 240  
FAIRFAX, VA 22030

  
  
Gordon N. Dixon, Director

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**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

EXPIRES ON 02-28-2014	9960 Mayland Dr., Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	NUMBER 0411000667
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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

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

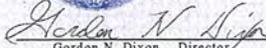
**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

EXPIRES ON 12-31-2013	9960 Mayland Dr., Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	NUMBER 0407002860
--------------------------	--	----------------------

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

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



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*  
Joel H. Peck, Clerk of the Commission

CIS0357



<b>DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION COMMONWEALTH OF VIRGINIA</b>		
EXPIRES ON 12-31-2013	9960 Mayland Dr., Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500	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	  Gordon N. Dixon, Director
<small>ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.</small>		



Whitman, Requardt & Associates, LLP

SCC INFORMATION ORDER Fax 8043719744

Jun 20 2012 10:05am P002/002

# 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*  
Joel H. Peck, Clerk of the Commission

CIS0505





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) 371-9733 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, 1300 East Main Street, Richmond, VA 23219-3630  
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) [www.scc.virginia.gov/clk](http://www.scc.virginia.gov/clk)  
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-8206



**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

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

**EXPIRES ON**  
02-28-2014

**NUMBER**  
0411000133

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

PROFESSIONS: ENG

WHITMAN REQUARDT AND ASSOCIATES  
9030 STONY POINT PKWY  
SUITE 220  
RICHMOND, VA 23235



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGES)

**DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA**

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

**EXPIRES ON**  
12-31-2013

**NUMBER**  
0407001676

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

PROFESSIONS: ARC, ENG, LS, LA

WHITMAN, REQUARDT AND ASSOCIATES LLP  
801 SOUTH CAROLINE STREET  
BALTIMORE, MD 21231



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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



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*  
Joel H. Peck, Clerk of the Commission

CIS0357





Commonwealth of Virginia  
State Corporation Commission

SCC  
Clerk's  
Information  
System

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[Print](#)

[Signoff](#)

02/02/12

17:24:14

LLCM3220

LLC DATA INQUIRY

LLC ID: S290560 - 4 STATUS: 00 ACTIVE STATUS DATE: 04/27/09

LLC NAME: H & B Surveying and Mapping, LLC

DATE OF FILING: 04/27/2009 PERIOD OF DURATION: INDUSTRY CODE: 00

STATE OF FILING: VA VIRGINIA MERGER INDICATOR:

CONVERSION/DOMESTICATION INDICATOR:

PRINCIPAL OFFICE ADDRESS

STREET: 201 W 7TH ST 2ND FL

CITY: RICHMOND STATE: VA ZIP: 23224-0000

REGISTERED AGENT INFORMATION

R/A NAME: TIMOTHY H GUARE

STREET: TIMOTHY H GUARE PLC

6302 PARAGON PL STE 100

RTN MAIL:

CITY: HENRICO STATE: VA ZIP: 23230-0000

R/A STATUS: 4 MEMBER OF VSB EFF DATE: 07/02/09 LOC: 143 HENRICO COUNTY

YEAR FEES PENALTY INTEREST BALANCE

11



DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

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

EXPIRES ON  
12-31-2013

NUMBER  
0407005432

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. Dixon*  
Gordon N. Dixon, Director

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THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.



KDR Real Estates Services

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:

*Joel H. Beck*

Clerk of the Commission

CIS0436



SCC eFile  
Business Entity Details



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

Select an action

- [File a registered agent change](#)
- [File a registered office address change](#)
- [Resign as registered agent](#)
- [File an annual report](#)
- [Pay annual registration fee](#)
- [Order a certificate of good standing](#)
- [Submit a PDF for processing \(What can I submit?\)](#)
- [View eFile transaction history](#)

Principal Office

2500 GRENOBLE RD  
RICHMOND VA23294

New Search Home

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

EXPIRES ON  
12-31-2012

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

NUMBER  
0226 007129

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



*Gordon N. Dixon*  
Gordon N. Dixon, Director

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



**ATTACHMENT 4.2.6(a)**  
**LEAD CONTRACTOR - WORK HISTORY FORM**  
**(LIMIT 1 PAGE PER PROJECT)**

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

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.



**LEAD CONTRACTOR - WORK HISTORY FORM**

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

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 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.

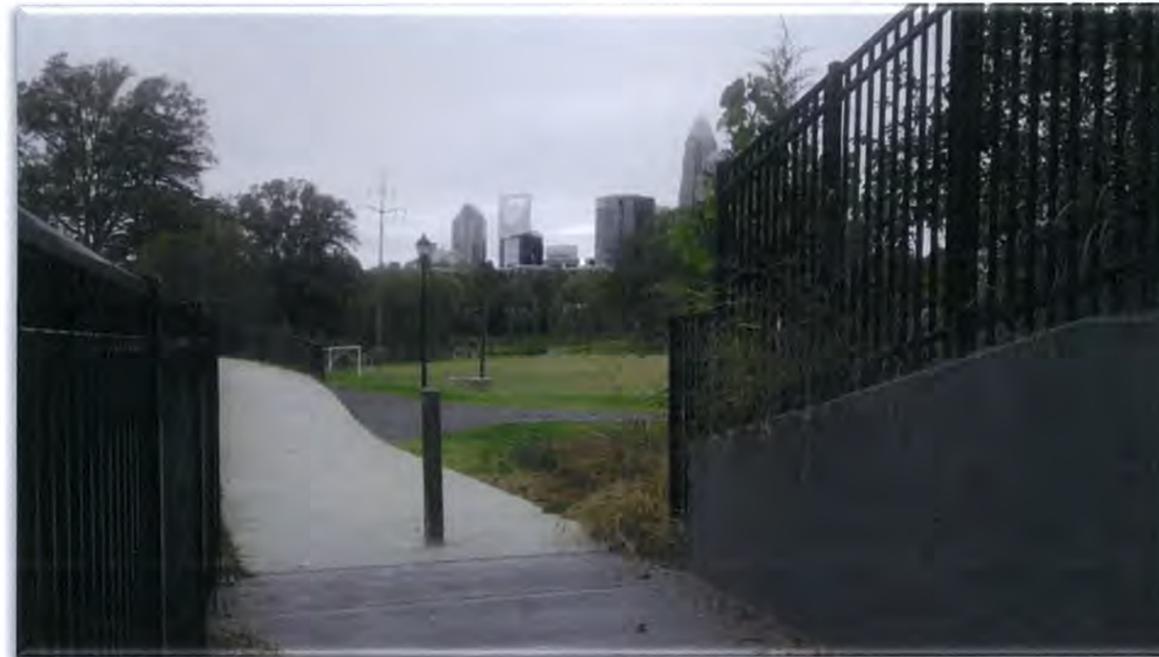


**LEAD CONTRACTOR - WORK HISTORY FORM**

a. Project Name & Location	b. Name of the prime design consulting firm responsible for the overall project design.	c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)
					Original Contract Value	Final or Estimated Contract Value	
<b>LITTLE SUGAR CREEK GREENWAY FROM ELIZABETH TO CHARLOTTETOWNE</b> Charlotte, NC	<b>Landdesign, Inc.</b> 223 North Graham Street Charlotte, NC 28202	Name of Client./ Owner: <b>Mecklenburg County Parks and Recreation</b> 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**  
**(LIMIT 1 PAGE PER PROJECT)**

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

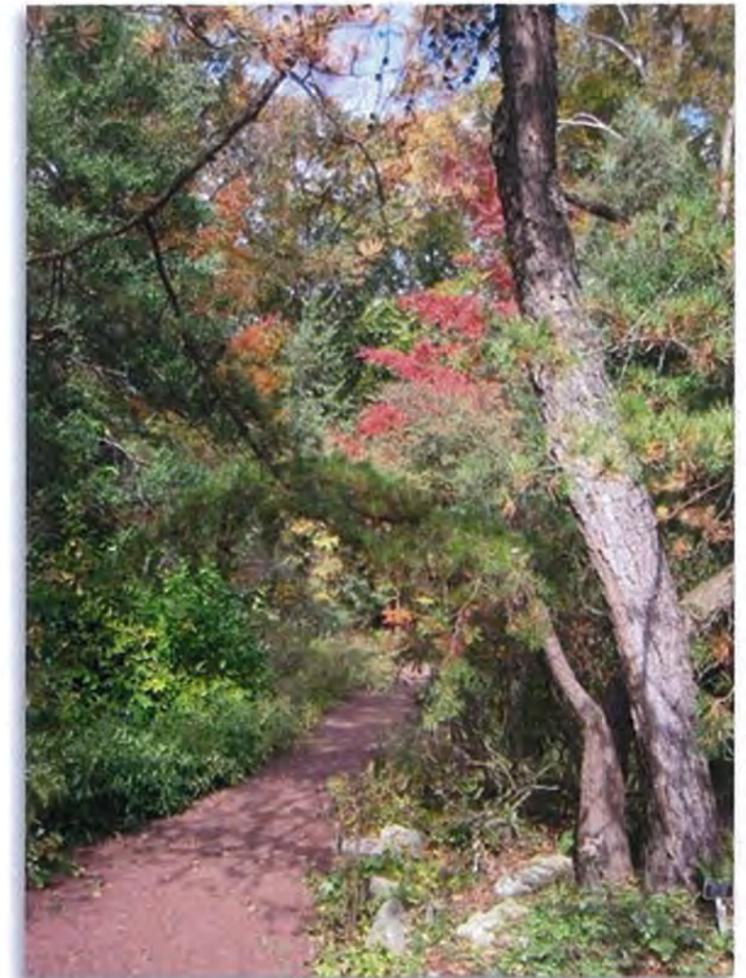
h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant.

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**

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

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	b. Name of the prime/ general contractor responsible for overall construction of the project.	c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.	d. Construction Contract Completion Date (Original)	e. Construction Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
<b>ANACOSTIA RIVERWALK TRAIL – KENILWORTH TRAIL SECTION</b> Washington, DC	<b>District Department of Transportation</b> 2000 14 <sup>th</sup> Street, NW Washington, DC 20009	Name of Client.: <b>District Department of Transportation</b> Phone: 202.673.6813 Project Manager: Allen Miller Phone: 202.671.4595 Email: allen.miller@dc.gov	2010	2010	\$8,000	\$8,000	\$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, way finding 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. C000862800B58

**Blythe**

*in association with*

**RK&K**

**November 29, 2012**



# Section 4.0.1.2 Price Proposal Checklist



*in association with* **RK&K**

**ATTACHMENT 4.0.1.2**

**DESIGN-BUILD PRICE PROPOSAL  
CHECKLIST**

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

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➤ **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

SECTION 4.3.1  
Price Proposal Form



*in association with* **RK&K**

**ATTACHMENT 4.3.1**

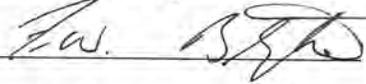
**PRICE PROPOSAL FORM**

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

.1 Proposal Price;

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

Date: November 29, 2012

Signature: 

Design-Builder: Blythe Development Co.

Vendor No.: B1096



# Section 4.3.2

## Price Adjustment Information and Forms for Fuel, Asphalt and Steel

SECTION 4.3.2  
Price Adjustment Information and  
Forms for Fuel, Asphalt and Steel



*in association with* **RK&K**

**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-Builder elects to seek adjustment for asphalt items designated in the Price Proposal\Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain Asphalt Material are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

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

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

The amount of adjustment applied will be based on the difference between the Price Proposal\Contract Base Index and the Current Index for the applicable calendar month during which the work is performed. Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

The quantity of asphalt emulsion for surface treatments to which adjustment will be applied will be the quantity based on 65 percent residual asphalt.

Price adjustment will be shown as a separate entry on the monthly application of payment for work packages completed; however, such adjustment will not be included in the total cost of the work for progress determination or for extension of contract time.

In order to be eligible for asphalt price adjustment under this provision, the Design-Builder shall clearly identify 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-Builder claims in its application of payment for asphalt adjustments must be properly designated in order to be considered for adjustment. Items not properly designated or left out of the Design-Builder's 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.

I elect to use this provision

I elect not to use this provision

Date: November 29, 2012

Signature: [Signature]

Design-builder: Blythe Development C.

Vendor No.: B1096

EXHIBIT 6.3(b)

Form C-16a  
7-13-05

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PRICE ADJUSTMENT

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

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of \$ 568.33 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 \$ N/A per IMPERIAL ton for PG 76-22. This quote is project specific.  
(When required by provisions)

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

I elect to use this provision  
 I elect not to use this provision

DATE: November 29, 2012

SIGNATURE: F.W. Blythe

BLYTHE DEVELOPMENT CO  
(Firm or Corporation)

B1096  
(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.

I elect to use this provision

I elect not to use this provision

Date: November 29, 2012

Signature: [Handwritten Signature]

Design-builder: Blythe Development Co.

Vendor No.: B1096

**EXHIBIT 6.3(d)  
ADJUSTMENT FOR STEEL**

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

June 30, 2011

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

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

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

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

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

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

There is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. **Please note:** The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

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

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

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

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

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

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

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

Upon Department review and due process consideration for redress by Design-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.



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**Sample Calculation of a Price Adjustment (increase)**

---

Project bid on April 28, 2004.

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

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

\*free on board

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

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

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

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

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

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**Sample Calculation of a Price Adjustment (decrease)**

---

Project bid on April 28, 2004.

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

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

\*free on board

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

$$P = (156.6 - 136.3)/156.6 - 0.10 = 0.030$$

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

$$A = 0.2816 \times 0.030 \times 450,000$$

$$A = \$3,801.60 \text{ credit to Department}$$

**MASTER LISTING**

**STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT**

March 18, 2009

**BLS Series I. D.**

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

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

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

I elect to use this provision

I elect not to use this provision

Date: November 29, 2012

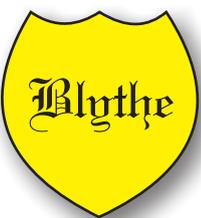
Signature: [Handwritten Signature]

Design-Builder: Plythe Development Co.

Vendor No.: B1096



# Section 4.3.3 Proposal Guaranty Form C-24



*in association with* **RK&K**

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

(Principal\*)

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

(Principal\*)

By: \_\_\_\_\_  
(Officer, Partner or Owner) (Seal)

(Principal\*)

By: \_\_\_\_\_  
(Officer, Partner or Owner) (Seal)

(Officer, Partner or Owner) (Seal)

Liberty Mutual Insurance Company

(Surety Company)

By: [Signature]  
Angela D. Ramsey (Attorney-in-Fact\*\*) (Seal)  
175 Berkeley Street  
Boston, MA 02116

(Address)

By: \_\_\_\_\_  
(Surety Company)

(Surety Company)

By: \_\_\_\_\_  
(Attorney-in-Fact\*\*) (Seal)

(Attorney-in-Fact\*\*) (Seal)

By: \_\_\_\_\_  
(Address)

(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  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless 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, that Peerless 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 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: Blythe 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 hereto this 2nd day of May, 2012.



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

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

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 2nd 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, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: KD Riley  
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 to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

I, David M. Carey, 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  
David M. Carey, Assistant Secretary



# Section 4.3.4 Sworn Statement Forms

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*in association with* **RK&K**

**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 PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

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

**AFFIDAVIT**

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

Signed at Charlotte, NC, this 19 day of November, 20 12  
County (City), STATE

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

STATE of NC COUNTY (CITY) of Charlotte

To-wit: I Megan Barrett, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day F.W. Blythe

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.

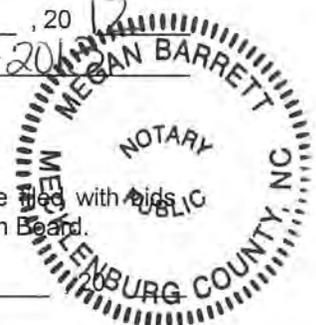
Subscribed and sworn to before me this 19 day of November, 20 12  
Megan Barrett My Commission expires 2-4-2015  
Notary Public

OR  
**UNSWORN DECLARATION**

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

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_  
County (City), STATE

By: \_\_\_\_\_  
(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 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office
0005-043-714, P101, R201, C501	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.:

Form C-105  
page 2

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

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

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

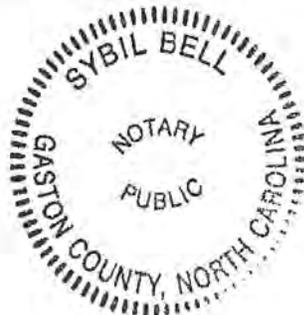
Signed at CHARLOTTE, NC, this 29<sup>th</sup> day of NOVEMBER, 20 12  
County (City), STATE

BLYTHE DEVELOPMENT CO By: F.W. Blythe VICE PRESIDENT  
(Name of Firm) (Signature) Title (print)

STATE of North Carolina COUNTY (CITY) of Gaston  
To-wit:

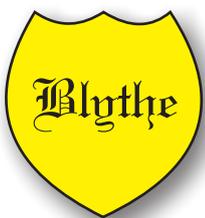
I Sybil Bell, a Notary Public in and for the State and  
County(City) aforesaid, hereby certify that this day F.W. Blythe,  
personally appeared before me and made oath that he is duly authorized to make the above statements  
and that such statements are true and correct.

Subscribed and sworn to before me this 29 day of November, 20 12  
Sybil Bell My Commission expires 1-13-2015  
Notary Public





# Section 4.3.5 DBE Requirement Forms



*in association with* **RK&K**

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 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 16 %

PERCENT ATTAINED BY BIDDER 17.51 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
<u>H+B Survey and Mapping, LLC #679423</u>	<u>S</u>	<u>Survey</u>	<u>\$297,524.<sup>00</sup></u>
<u>Seal Brothers Contracting, LLC #676668</u>	<u>S</u>	<u>Erosion Control</u>	<u>\$114,000.<sup>00</sup></u>
<u>D.W. Cary Hauling, Inc #626699</u>	<u>H</u>	<u>Hauling</u>	<u>\$381,000.<sup>00</sup></u>
<u>Diversified Property Services, Inc #626679</u>	<u>S</u>	<u>Right of Way</u>	<u>\$1,096,720.<sup>40</sup></u>
<u>Trisor Construction, Inc #678918</u>	<u>S</u>	<u>MSE Wall</u>	<u>\$217,520.<sup>00</sup></u>
<b>TOTAL</b>			<b><u>\$2,106,764.<sup>40</sup></u></b>

TOTAL CONTRACT VALUE \$11,988,000.<sup>00</sup> x REQUIRED DBE 16% % = \$1,918,080

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

BLYTHE DEVELOPMENT Co.  
BIDDER

BY

[Signature]  
SIGNATURE

VICE PRESIDENT  
TITLE

BY

November 29, 2012  
DATE

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 BRYTHE DEVELOPMENT Co.

By: F.W. BRYTHE Signature VICE PRESIDENT Title

Date: November 29, 2012

First Tier  
Subcontractor if  
Applicable

RK+K

By: [Signature] Signature SENIOR MANAGER Title

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: John R. Bayside V.P.  
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.:

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.

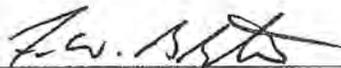
It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or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

By:  VICE PRES.  
Signature Title  
Date: 11-29-12

First Tier  
Subcontractor if  
Applicable

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Third Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

DBE Contractor

Seal Brothers Contracting

By: Mali B Seal  
Signature Title  
Date: 11/29/13

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

Project No.:

Federal Project No.:

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.

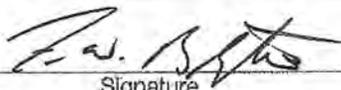
It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or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

By:  VICE PRES.  
Signature Title  
Date: 11-29-12

First Tier  
Subcontractor if  
Applicable

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Second Tier  
Subcontractor If  
Applicable

\_\_\_\_\_  
By: \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_  
Date: \_\_\_\_\_

Third Tier  
Subcontractor If  
Applicable

\_\_\_\_\_  
By: \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_  
Date: \_\_\_\_\_

DBE Contractor

*N.W. Carr Hauling, Inc.*  
By: *D.W.G.* Signature \_\_\_\_\_ Title *President*  
Date: *11/29/18*

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

Project No.:

Federal Project No.:

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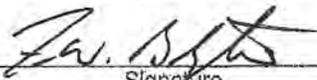
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TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER  
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Blythe Development Co.

By:  VICE PRES.  
Signature Title

Date: 11-29-12

First Tier  
Subcontractor if  
Applicable

By: \_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Third Tier  
Subcontractor If  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Diversified Property Services, Inc.

DBE Contractor

\_\_\_\_\_

By: *William E. Dabell* President  
Signature Title  
Date: 11/29/12

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

Project No.:

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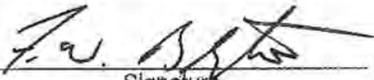
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Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.56 (c), (d).

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 Blythe Development Co.

By:  VICE PRES.  
Signature Title  
Date: 11-29-12

First Tier  
Subcontractor if  
Applicable \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

Third Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Title  
Date: \_\_\_\_\_

DBE Contractor

TRICOR CONSTRUCTION, INC  
\_\_\_\_\_

By: Bella  
Signature  
Date: \_\_\_\_\_  
Estimator  
Title  
11/29/2012