Price Proposal
Design-Build Interstate 66 Widening
Prince William County, Virginia

State Project No.: 0066-076-003, P101, R201, C501, B674, B675
Federal Project No.: NH-5A01(194)
Contract ID Number: C00093577DB49

July 1, 2013
Submitted to: Virginia Department of Transportation
1401 E. Broad Street
Richmond, Virginia 23219
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: Interstate 66 Widening
Contract ID Number: C00093577DB49

> Contents of Price Proposal:

☐ Cost Breakdown Summary in whole numbers and Proposal Price, in both numbers and words (Attachment 4.8.1)

☐ Schedule of Items Values itemized in accordance with Part 1, Section 4.8.3, including material quantities and costs of each proposed pay item that makes up the total Proposal Price (Attachment 4.8.3) work package

☑ Proposed Monthly Payment Schedule showing the anticipated monthly earnings schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.8.4

☑ Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)

☑ Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications

☑ Sworn Statement Forms (C-104, C-105, Attachments 4.8.7(a) and 4.8.7(b))

☑ DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.8.8(a), 4.8.8(b) and 4.8.8(c))

☑ CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file

1 of 1
ATTACHMENT 3.6

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00093577DB49
PROJECT NO.: 0066-078-003, P101, R201, C501, B674, B675

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Acknowledgement shall be made of receipt of the Request for Proposals (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Department prior to the Letter of Submittal submission date shown herein. Failure to include this acknowledgement in the Letter of Submittal may result in the rejection of your proposal.

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

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

2. Cover letter of April 5, 2013 – RFP Addendum #1
   (Date)

3. Cover letter of May 3, 2012 – RFP Addendum #2
   (Date)

Arthur C. Cox, III, Vice President
SIGNATURE
PRINTED NAME AND TITLE

July 1, 2013
DATE
ATTACHMENT 4.8.1

PRICE PROPOSAL FORM

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

Price Proposal Cost Breakdown Summary:

- Design Services, LS $4,687,000.00
- Mobilization (Construction), LS $2,800,000.00
- Quality Assurance (QA) (Construction), LS $1,287,000.00
- Quality Control (QC) (Construction), LS $1,518,000.00
- Earthwork, LS $4,946,189.00
- Roadway Incidental, LS $1,926,103.00
- Bridge (Structures), LS $5,443,249.00
- Drainage (Structures), LS $2,971,692.00
- Utilities, LS $1,173,000.00
- Pavement, LS $16,731,177.00
- Permanent Traffic Control/Signage, LS $3,145,000.00
- Maintenance of Traffic, LS $2,512,850.00
- All Others Costs, LS $6,796,240.00

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

Lump Sum (LS): Fifty Six Million, Thirty Seven Thousand Dollars No Cents ($56,037,000.00)

Signature: [Signature] Date: July 1, 2013

Arthur C. Cox, III Vice President
Design-Builder: Corman Construction, Inc.

Vendor No.: C097

Commonwealth of Virginia
Virginia Department of Transportation
**SCHEDULE OF ITEMS**

This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT’s list of standard and non-standard item codes. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

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

1 Use five-digit work item codes and units of measure that are consistent with VDOT’s list of standard and non-standard item codes (i.e. 00100-Mobilization; 00130-Regular Excavation, etc...).
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<thead>
<tr>
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<th>Unit</th>
<th>Budgeted Cost ($)</th>
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1 Use five-digit work item codes and units of measure that are consistent with VDOT’s list of standard and non-standard item codes (i.e. 00110-Mobilization; 00120-Regular Excavation, etc.).
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<tr>
<th>VDOT Item Code</th>
<th>Item Description</th>
<th>Unit Quantity</th>
<th>Unit Cost</th>
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<td>2000 CY</td>
<td>$42,000.00</td>
</tr>
<tr>
<td>46211</td>
<td>DMV POWER RELOCATION</td>
<td>1 LS</td>
<td>$209,000.00</td>
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<td>47011</td>
<td>TELEPHONE RELOCATION</td>
<td>1 LS</td>
<td>$425,000.00</td>
</tr>
<tr>
<td>47015</td>
<td>FIBER RELOCATION</td>
<td>1 LS</td>
<td>$233,000.00</td>
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<tr>
<td>47016</td>
<td>COMCAST RELOCATION</td>
<td>1 LS</td>
<td>$306,000.00</td>
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<tr>
<td>50002</td>
<td>Permanent Signs</td>
<td>1 SF</td>
<td>$8,260,000.00</td>
</tr>
<tr>
<td>51025</td>
<td>ITS And Cameras</td>
<td>1 EACH</td>
<td>$340,000.00</td>
</tr>
<tr>
<td>51030</td>
<td>Signals</td>
<td>1 EACH</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>54076</td>
<td>TY.B CLVL PAVE LINE MARK 6&quot;</td>
<td>99142 LF</td>
<td>$346,997.00</td>
</tr>
<tr>
<td>54077</td>
<td>TY.B CLVL PAVE LINE MARK 8&quot;</td>
<td>1385 LF</td>
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<td>54078</td>
<td>TY.B CLVL PAVE LINE MARK 12&quot;</td>
<td>28123 EACH</td>
<td>$222,187.50</td>
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<td>54079</td>
<td>TY B CL VI PAVE LINE MARK 4&quot; CONTRAST</td>
<td>2480 LF</td>
<td>$13,144.00</td>
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<tr>
<td>54300</td>
<td>PAVE,MESS,MARK,ELONG,ARROW SIN</td>
<td>35 EACH</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>55163</td>
<td>LIGHTING</td>
<td>1 EACH</td>
<td>$1,899,000.00</td>
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<tr>
<td>60404</td>
<td>CONCRETE CLASS A4</td>
<td>1200 CY</td>
<td>$877,200.00</td>
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<tr>
<td>60450</td>
<td>CONCRETE CLASS A4 BRIDGE APPR. SLAB</td>
<td>263 CY</td>
<td>$104,674.00</td>
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<tr>
<td>60452</td>
<td>REINFORCING STEEL BRIDGE APPROACH SLAB</td>
<td>52600 LB</td>
<td>$53,600.00</td>
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<tr>
<td>60490</td>
<td>BRIDGE DECK GROOVING</td>
<td>2455 SY</td>
<td>$12,275.00</td>
</tr>
<tr>
<td>61278</td>
<td>PREST. CONC.BEAM,BULL-T 85&quot; DEPTH =3407-1</td>
<td>22 EACH</td>
<td>$1,505,340.00</td>
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<tr>
<td>61709</td>
<td>STAINLESS</td>
<td>204360 LB</td>
<td>$418,894.40</td>
</tr>
<tr>
<td>62045</td>
<td>RAILING, BR27D 2 RAILS</td>
<td>620 LF</td>
<td>$202,120.00</td>
</tr>
<tr>
<td>62046</td>
<td>RAILING, BR27D 3 RAILS</td>
<td>620 LF</td>
<td>$210,180.00</td>
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<tr>
<td>62047</td>
<td>RAILING, BR27D 4 RAILS</td>
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<td>62501</td>
<td>PREFORMED ELAST. JT. SEALER</td>
<td>174 LF</td>
<td>$5,526.00</td>
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<tr>
<td>62535</td>
<td>NS BRIDGE SUPERSTRUCTURE (Elastomeric Brg Peds)</td>
<td>20 EACH</td>
<td>$36,440.00</td>
</tr>
<tr>
<td>64005</td>
<td>SELECT MATL. TY. MIN. CBR-30</td>
<td>1500 TON</td>
<td>$44,500.00</td>
</tr>
<tr>
<td>64011</td>
<td>STRUCTURE EXCAVATION</td>
<td>1200 CY</td>
<td>$22,240.00</td>
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<tr>
<td>64100</td>
<td>DYNAMIC TEST PILE</td>
<td>4 EACH</td>
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<tr>
<td>64113</td>
<td>STEEL PILES 12&quot;</td>
<td>840 LF</td>
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<td>64763</td>
<td>PILE POIN T FOR 12&quot; STEEL PILE</td>
<td>40 EACH</td>
<td>$6,208.00</td>
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<td>64768</td>
<td>DRIVING TEST FOR 12&quot; STEEL PILE</td>
<td>84 LF</td>
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<td>65200</td>
<td>REINF. STEEL</td>
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</tr>
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<td>65800</td>
<td>RAILING/ORNAMENTAL FENCE</td>
<td>620 LF</td>
<td>$68,200.00</td>
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<tr>
<td>66740</td>
<td>CONCRETE SLAB SLOPE PROTECTION 4&quot;</td>
<td>996 SY</td>
<td>$14,420.00</td>
</tr>
</tbody>
</table>

1 Use five-digit work item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes (i.e. 00100-Mobilization; 00123-Regular Excavation, etc.).
This Schedule of Items shall identify the total material quantities and costs of each proposed pay item, using item codes and units of measure that are consistent with VDOT’s list of standard and non-standard item codes. Any pay items considered for price adjustments shall be identified. The values and quantities shall be clearly supported by the escrowed pricing documents.

<table>
<thead>
<tr>
<th>VDOT Item Code</th>
<th>Item Description</th>
<th>Unit</th>
<th>Adjusted Quantity</th>
<th>Budgeted Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>66922</td>
<td>NS BRIDGE SUBSTRUCTURE (geocomposite wall drain)</td>
<td>SF</td>
<td>1350</td>
<td>$5,265.00</td>
</tr>
<tr>
<td>67400</td>
<td>DECK DRAINAGE SYSTEM</td>
<td>LS</td>
<td>1</td>
<td>$36,400.00</td>
</tr>
<tr>
<td>67900</td>
<td>Dismantle and Remove Existing Structure</td>
<td>LS</td>
<td>1</td>
<td>$103,320.87</td>
</tr>
</tbody>
</table>

*Use five-digit work item codes and units of measure that are consistent with VDOT’s list of standard and non-standard item codes (i.e. 00100-Mobilization; 00120-Regular Excavation, etc...).*
VDO
Interstate 66 Widening
Design-Build Project
State Project No.: 0066-076-003, P101, R201, C501, B674, B675
Federal Project No.: NH-5A01(194)
Contract ID Number: C000093577DB49

Corman Construction, Inc.
Monthly Payment Schedule
Submitted - 7/1/2013

<table>
<thead>
<tr>
<th>Month</th>
<th>Draw Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>September-13</td>
<td>$491,444.49</td>
</tr>
<tr>
<td>October-13</td>
<td>$491,444.49</td>
</tr>
<tr>
<td>November-13</td>
<td>$688,694.73</td>
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<tr>
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<td>$766,586.16</td>
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<td>March-14</td>
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<td>June-14</td>
<td>$999,700.08</td>
</tr>
<tr>
<td>July-14</td>
<td>$1,129,145.55</td>
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<tr>
<td>August-14</td>
<td>$1,129,145.55</td>
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<tr>
<td>September-14</td>
<td>$1,210,399.20</td>
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<tr>
<td>October-14</td>
<td>$1,032,761.91</td>
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<tr>
<td>November-14</td>
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<td>December-14</td>
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</tr>
<tr>
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<td>$852,883.14</td>
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<td>March-15</td>
<td>$1,445,194.23</td>
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<tr>
<td>April-15</td>
<td>$2,012,288.67</td>
</tr>
<tr>
<td>May-15</td>
<td>$3,085,957.59</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Month</th>
<th>Draw Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>June-15</td>
<td>$3,440,671.80</td>
</tr>
<tr>
<td>July-15</td>
<td>$3,486,061.77</td>
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<tr>
<td>August-15</td>
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<tr>
<td>September-15</td>
<td>$2,564,253.12</td>
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<td>October-15</td>
<td>$2,969,400.63</td>
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<tr>
<td>November-15</td>
<td>$2,513,819.82</td>
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<tr>
<td>December-15</td>
<td>$2,574,900.15</td>
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<td>January-15</td>
<td>$756,499.50</td>
</tr>
<tr>
<td>February-16</td>
<td>$989,613.42</td>
</tr>
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<td>March-16</td>
<td>$1,496,187.90</td>
</tr>
<tr>
<td>April-16</td>
<td>$1,191,906.99</td>
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<tr>
<td>May-16</td>
<td>$862,969.80</td>
</tr>
<tr>
<td>June-16</td>
<td>$1,481,057.91</td>
</tr>
<tr>
<td>July-16</td>
<td>$2,407,349.52</td>
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<tr>
<td>August-16</td>
<td>$2,261,653.32</td>
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<tr>
<td>September-16</td>
<td>$1,056,297.45</td>
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<td>$980,647.50</td>
</tr>
<tr>
<td>November-16</td>
<td>$98,064.75</td>
</tr>
</tbody>
</table>

Contract Total = $56,037,000.00
EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT
DESIGN-BUILD PROJECTS

June 30, 2012
(Revised) November 5, 2012

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

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

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

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

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

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

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

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted herein before may result in rejection of items for asphalt adjustment.

I elect to use this provision

I elect not to use this provision

Date: July 1, 2013
Arthur C. Cox, Jr. Vice President
Signature: [Signature]

Design-builder: Corman Construction, Inc.

Vendor No: C097
EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011
(Revised) November 5, 2012

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

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

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

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

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

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

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

Commonwealth of Virginia
Virginia Department of Transportation
Page 1 of 2
E = Current index price  
Q = Quantity of individual units of work  
F = Appropriate fuel factor  

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

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

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

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

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

__ I elect to use this provision  

__ I elect not to use this provision  

Date: July 1, 2013  

Arthur C. Cox, Jr. Vice President  
Signature:  

Design-Builder: Cormann Construction, Inc.  

Vendor No.: C097  

Commonwealth of Virginia  
Virginia Department of Transportation  
Page 2 of 2
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PROPOSAL GUARANTY

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

SIGNED, sealed and dated this 1st Day of July, 2013

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

PROJECT NUMBER: 0066-076-003,P101,R201,C501,B674,B675
Interstate 66 Widening

NOW, THEREFORE, the condition of the above obligee is such, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the time specified in the Specifications after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise to remain in full force and effect and the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the liability exceed the penal sum hereof.

Corman Construction, Inc.

By: 
(Signature)
(Seal)

Fidelity and Deposit Company of Maryland

By: Patricia L. Lewis (Attorney-in-Fact)
1400 American Lane, Tower I, 16th Floor
Schaumburg, IL 60196-1056

(Address)

By: 
(Signature)
(Seal)

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

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

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

**Attach copy of Power of Attorney
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2012.

ATTEST:

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

By: Gerald F. Haley
Assistant Secretary
Gerald F. Haley

By: Geoffrey Deliaso
Vice President
Geoffrey Deliaso

State of Maryland
County of Baltimore

On this 17th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Geoffrey Deliaso, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to the personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015
EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this __________ day of __________, 2013.

[Seals]

Thomas O. McClellan, Vice President
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: 0066-076-003, P101, R201, C501, B674, B675

FHWA: NH-5A01(194)

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 Annapolis Junction, MD AA County County (City), STATE 1 day of July 2013
County Construction, Inc. (Name of Firm) By: (Signature) Arthur C. Cox III Vice President (Title (print))
STATE of Maryland COUNTY (CITY) of AA County, Annapolis Jnt To-wit:

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

Subscribed and sworn to before me this 1 day of July 2013
Notary Public My Commission expires May 19, 2014

OR

UNSWORN DECLARATION

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

Signed at County (City), STATE 1 day of , 20

County (City), STATE

By: (Name of Firm) (Signature) Title (print)
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: 0366-076-003, P101, R201, C501, B674, B675

FHWA: NH-5A01(194)

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
   ARTBA
   VTCA                        Richmond, VA
   MTBMA

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

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

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

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

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

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

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

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

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

(d) Where the 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 Annapolis Junction, MD  County (City), STATE this 1 day of July 2013
Corman Construction, Inc.  STATE
(Name of Firm)  

By:  Arthur C. Cox III  Vice President
(Signature)  Title (print)

STATE of Maryland  COUNTY (CITY) of Anne Arundel

To-wit:  

I, Bonnie Hulme, County (City) aforesaid, hereby certify that this day personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 1 day of July 2013

My Commission expires May 2014

Notary Public
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0066-076-003, P101, R201, C501, B674, B675
FHWA NO. NH-5A01(194)

*** 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 90% 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 ________ %
PERCENT ATTAINED BY BIDDER ________%

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlantic Concrete Cutting, Inc. 690134</td>
<td>S</td>
<td>Sew Cutting</td>
<td>$140,770.00</td>
</tr>
<tr>
<td>Commercial Seeding 62049</td>
<td>S</td>
<td>Landscaping &amp; Seeding</td>
<td>$504,000.00</td>
</tr>
<tr>
<td>Seeram Enterprise, LLC 685020</td>
<td>H</td>
<td>Hauling / Dirt</td>
<td>$657,375.00</td>
</tr>
<tr>
<td>CLS Trucking, LLC 667269</td>
<td>H</td>
<td>Hauling / Asphalt</td>
<td>$1,666,594.00</td>
</tr>
<tr>
<td>Old Dominion Electrical Supply 000003</td>
<td>SP</td>
<td>Electrical, Lighting Supplies</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>Diversified Property Services 626678</td>
<td>S</td>
<td>Land Acquisition</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

TOTAL $ Continued

TOTAL CONTRACT VALUE $ ________ x REQUIRED DBE ________% = $ ________

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

Corman Construction, Inc. BIDDER

BY CONTINUED SIGNATURE

Arthur C. Cox, III Vice President TITLE

BY July 1, 2013 DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0066-076-003, P101, R201, C501, B674, B675

FHWA NO. NH-5A01(194)

*** 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 13 %
PERCENT ATTAINED BY BIDDER 13.02 %

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sabra, Wang &amp; Associates 000982</td>
<td>MFG. (M)</td>
<td>Traffic Engineering Services</td>
<td>$231,500.00</td>
</tr>
<tr>
<td>Athayale, Lystad &amp; Associates 001492-0077</td>
<td>SUPPLIER (SP)</td>
<td>Bridge Engineering Services</td>
<td>$639,458.00</td>
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<tr>
<td>Quinn Consulting Services 626289</td>
<td>HAULER (H)</td>
<td>Engineering Consulting Services</td>
<td>$1,081,000.00</td>
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<tr>
<td>Wilton Corporation 69151</td>
<td></td>
<td>Fabrication Metal Manufacturing</td>
<td>$138,639.00</td>
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<tr>
<td>Nasir and Associates 68154</td>
<td></td>
<td>Construction Material Wholesale</td>
<td>$1,496,000.00</td>
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<tr>
<td>Morgan Oil Corporation 000918</td>
<td></td>
<td>Petroleum Products</td>
<td>$523,616.00</td>
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</tbody>
</table>

TOTAL $7,297,942.00

TOTAL CONTRACT VALUE $56,037,000.00 x REQUIRED DBE 13 % = $7,284,810.00

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

Corman Construction, Inc. BY
BIDDER

Arthur C. Cox, III Vice President BY
TITLE

July 1, 2013 DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, R101, R201, C501, B674, B676

Federal Project No.: NB-5A61 (196)

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 Contractor that there exists a written agreement between the parties involved whereby 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 expiration 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 26.65(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: Cotman Construction, Inc.

By: ____________________________  Signature: ____________________________
    Arthur C. Cot, III
    Date: ____________________________
    Title: Vice President

First Tier Subcontractor if Applicable:

By: ____________________________  Signature: ____________________________
    Date: ____________________________
    Title: ____________________________
Second Tier Subcontractor if Applicable

By: ____________________________ Title: ____________________________ Date: ____________________________

Signature

Third Tier Subcontractor if Applicable

By: ____________________________ Title: ____________________________ Date: ____________________________

Signature

DBE Contractor

ATLANTIC CONCRETE CUTTING, INC

By: ____________________________ Title: BUSINESS MANAGER

Date: 06/28/13

Signature
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF MINORITY AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRM

Project Name

Program: Federal

The undersigned is authorized to conduct an agreement with the Department's Special Provider for Section 107.15.

It is hereby certified that the undersigned has executed the agreement that may result in the purchase of supplies, materials, equipment, or services, and it agrees to abide by the provisions of the agreement. The undersigned certifies that the agreement is consistent with the requirements of the Commonwealth of Virginia and the Federal Government.

The undersigned certifies that the undersigned has executed the agreement with the Department's Special Provider for Section 107.15.

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The undersigned certifies that the undersigned has executed the agreement with the Department's Special Provider for Section 107.15.

Signature: 

President:

Date:

THE SIGNATURES OF THE CONTRACTOR TO THE PREFERENCE AGREEMENT AND ANY OTHER CONTRACTOR SIGNING AGREEMENTS HAVING A CONTRACT WITH THE BELOW-LISTED ENTITY.

Contractor: Commercial Seeding, Inc.

President:

Date:

12/20/13
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, P101, R201, C501, B674, B675

Federal Project No.: NB-5A01(194)

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 exist 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 in 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 26.56 (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: Corman Construction, Inc.

By: ____________________________ Signature: ____________________________

Arthur C. Cox, III Vice President

Title: ____________________________ Date: July 1, 2013

First Tier Subcontractor if Applicable

By: ____________________________ Signature: ____________________________

Title: ____________________________ Date: ____________________________
Second Tier
Subcontractor if Applicable

By: ___________________________ Signature _______________ Title ____________________
     ___________________________ Date: _______________________

Third Tier
Subcontractor if Applicable

By: ___________________________ Signature _______________ Title ____________________
     ___________________________ Date: _______________________

DBE Contractor                       SEERAM ENTERPRISE LLC

By: ___________________________ Signature _______________ Title ____________________
     ___________________________ Date: July 1, 2013

CEO/OWNER

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

Project No.: 0668-076-003, P101, R201, C501, B674, B675

Federal Project No.: N8-5A01(194)

This form is to be submitted in accordance with the Department's Special Provision for Section 107.10.

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 26.66 (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: Conman Construction, Inc.

By: [Signature]  Vice President: [Signature]

Arthur C. Con, III  Dates: July 1, 2013

First Tier Subcontractor II

By: [Signature]  Title: [Title]

[Applicable]

[Signature]  Date: 

Title: [Title]
Second Tier
Subcontractor if
Applicable

By: ____________________________  Signature: ____________________________
    Title: ____________________________  Date: ____________________________

Third Tier
Subcontractor if
Applicable

By: ____________________________  Signature: ____________________________
    Title: ____________________________  Date: ____________________________

DBE Contractor: C.L.S. Trucking, LLC

By: ____________________________  Signature: ____________________________
    Title: ____________________________  Date: 2-1-13
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: Corman Construction, Inc.
By: William G. Cox
Signature:
President
Date: __________________________
Title

First Tier Subcontractor if Applicable:
By: __________________________
Signature:
Date: __________________________
Title
Second Tier
Subcontractor if Applicable

By: __________________________  Signature: __________________________  Title: __________________________  Date: __________________________

Third Tier
Subcontractor if Applicable

By: __________________________  Signature: __________________________  Title: __________________________  Date: __________________________

DBE Contractor

OLD DOMINION ELECTRICAL SUPPLY

By: __________________________  Signature: __________________________  Title: __________________________  Date: 6-25-13
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, P101, R201, C501, B674, B675

Federal Project No.: NH-5A01(194)

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

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

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

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime’s contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

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

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

Prime Contractor: Corman Construction, Inc.

By: ____________________________ Signature: ____________________________

William G. Cox

President: ____________________________ Title: ____________________________

Date: ____________________________

First Tier Subcontractor if Applicable: A. Morton Thomas and Associates, Inc.

By: ____________________________ Signature: ____________________________

Michael J. Wiercinski, P.E.

Principal: ____________________________ Title: ____________________________

Date: June 27, 2013
Second Tier
Subcontractor if Applicable

Diversified Property Services, Inc.

By: [Signature]
Treasurer
Title
Date: 6/27/2013

Third Tier
Subcontractor if Applicable

By: [Signature]
Title
Date: 

DBE Contractor
Diversified Property Services, Inc.

By: [Signature]
Treasurer
Title
Date: 6/27/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0065-076-003, P101, R201, C501, B674, B675
Federal Project No.: NH-5A01(194)

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

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

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

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

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

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

Prime Contractor  Corman Construction, Inc.

By: William G. Cox

President  Title

Date: ____________________________

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

By: Michael J. Wiercinski, P.E.

Principal  Title

Date: June 27, 2013
Second Tier
Subcontractor if Applicable


By:  
Signature: Ziad A. Sabra

Principal
Title
Date: 06/27/2013

Third Tier
Subcontractor if Applicable

By:  
Signature

Title
Date:

DBE Contractor

By:  
Signature: Ziad A. Sabra

Principal
Title
Date: 06/27/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, P101, R201, C501, B674, B675
Federal Project No.: NH-5A01(194)

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 aforesaid work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

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

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

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

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

Prime Contractor: Corman Construction, Inc.

By: [Signature]
William G. Cox
Date: [Title]

First Tier Subcontractor if Applicable: A. Morton Thomas and Associates, Inc.

By: [Signature]
Michael J. Wiercinski, P.E.
Date: June 27, 2013
Second Tier
Subcontractor if
Applicable

Athavale, Lystad and Associates, Inc.

By: 
Signature
President
Date: 6/27/2013
Title

Third Tier
Subcontractor if
Applicable

By: 
Signature
Date:
Title

DBE Contractor

Athavale, Lystad and Associates, Inc.

By: 
Signature
Date: 6/27/2013
President
Title
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, P101, R201, C501, B674, B675
Federal Project No.: NH-5A01 (194)

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 28.55 (c), (d).

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

Prime Contractor: Corman Construction, Inc.

By: [Signature]  
Arthur C. Cox, III  
By: [Signature]  
Vice President  
Date: July 1, 2013  
Title

First Tier Subcontractor if Applicable

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

By: ___________________________ Signature ___________________________ Title ___________________________
   Date: ___________________________

Third Tier Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
   Date: ___________________________

DBE Contractor Quinn Consulting Services, Inc.

By: ___________________________ Signature ___________________________ President ___________________________
   Date: June 28, 2013 ___________________________
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, P101, R201, C501, B674, B675

Federal Project No.: NH-5A01(194)

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

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

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

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

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

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

Prime Contractor: Corman Construction, Inc.

By: ____________________________  Signature  ____________________________  Title
Arthur C. Cox, III
Date: July 1, 2013

First Tier Subcontractor if Applicable

By: ____________________________  Signature  ____________________________  Title

Date: ____________________________
Second Tier Subcontractor if Applicable

By: ___________________________   Signature ___________________________   Title ___________________________
   Date: ___________________________

Third Tier Subcontractor if Applicable

By: ___________________________   Signature ___________________________   Title ___________________________
   Date: ___________________________

DBE Contractor

Wilton Corporation

By: ___________________________   Signature ___________________________   President ___________________________
   Date: 01/28/13
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATION OF SUBCONTRACT AGREEMENT  
WITH  
DISADVANTAGED BUSINESS ENTERPRISE FIRMS  

Project No.: 0055-078-003, P102, R201, C605, 1674, B675  
Federal Project No.: HEL-5203 (394)  

This form is to be submitted in accordance with the Department's Special Procedures for Sections 107.16.  

It is further certified by the above-specified Contractor that there exists a written subcontract agreement between the parties, providing for the performance of the work to be performed and the price which will be paid for the subcontracted 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 constitute, nor does it modify, any written subcontract 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 subcontract agreement represents 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 subcontract agreement shall remain in the form of proposed or as written in the contract with the Department for a period of two years following completion of the prime's contract with the Department or for such longer period as provided by the procedures of the Federal or State law or regulations may require. For purposes of this form, the Prime Contractor shall mean any Contractor utilizing a DBE subcontractor, regardless of tier, to whom they are claiming DBE points toward the contract goal.  

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

Prime Contractor: Corman Construction, Inc.  

By:  
Signature:  
Title:  
Date: July 1, 2003  

Subcontractor:  
Signature:  
Title:  
Date:  

Final Tier:  
Subcontractor II:  
Application:  
Signature:  
Title:  
Date:  
Second Tier Subcontractor II
Applicable:

By: ___________________________ Signature: ___________________________

Date: __________________________ Title: ______________________________

Third Tier Subcontractor III
Applicable:

By: ___________________________ Signature: ___________________________

Date: __________________________ Title: ______________________________

DBE Contractor

NASIR & ASSOCIATES

By: ___________________________ Signature: ___________________________

Date: __________________________ Title: ______________________________

CEO: __________________________ Title: ______________________________

Date: 07-31-03
COMMONWEALTH OF VIRGINIA:
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, R101, R201, C501, B674, B675

Federal Project No.: NB-5A01(194)

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

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

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

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

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

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

Prime Contractor: Corman Construction, Inc.

By: [Signature]  

Vice President: [Signature]  

Date: July 1, 2013

First Tier Subcontractor if Applicable: __________________________

By: [Signature]  

Date: __________________________

Title: __________________________
Second Tier
Subcontractor if Applicable

By: ____________________________  ____________________________
    Signature                               Title
    Date: ________________________________

Third Tier
Subcontractor if Applicable

By: ____________________________  ____________________________
    Signature                               Title
    Date: ________________________________

DBE Contractor
MORGAN OIL CORPORATION

By: ____________________________  ____________________________
    Signature                               Title
    Date: JUNE 28, 2013

CEO