

ORIGINAL



# 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



*Price Proposal*

**CORMAN**  
CONSTRUCTION

&

**AMT**  
A. Morton Thomas and Associates, Inc.  
Consulting Engineers

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**

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➤ **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**

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

RFP NO. C00093577DB49  
 PROJECT NO.: 0066-076-003, 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)



\_\_\_\_\_  
 SIGNATURE

July 1, 2013  
 \_\_\_\_\_  
 DATE

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

**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. <sup>00</sup>
Mobilization (Construction), LS	\$ 2,800,000. <sup>00</sup>
Quality Assurance (QA) (Construction), LS	\$ 1,287,000. <sup>00</sup>
Quality Control (QC) (Construction), LS	\$ 1,518,000. <sup>00</sup>
Earthwork, LS	\$ 4,995,189. <sup>00</sup>
Roadway Incidentals, LS	\$ 1,976,103. <sup>00</sup>
Bridge (Structures), LS	\$ 5,443,249. <sup>00</sup>
Drainage (Structures), LS	\$ 2,971,692. <sup>00</sup>
Utilities, LS	\$ 1,173,000. <sup>00</sup>
Pavement, LS	\$ 16,731,177. <sup>00</sup>
Permanent Traffic Control/Signage, LS	\$ 3,145,000. <sup>00</sup>
Maintenance of Traffic, LS	\$ 2,512,850. <sup>00</sup>
All Others Costs, LS	\$ 6,796,240. <sup>00</sup>

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)<sup>00</sup>

Signature: ACox Date: July 1, 2013

Arthur C. Cox, III Vice President

Design-Builder: Corman Construction, Inc.

Vendor No.: C097

**Attachment 4.8.3**  
**State Project 0066-076-003**

**SCHEDULE OF ITEMS**

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

Date:

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	App Quantity	Unit <sup>1</sup>	Budgeted Cost (\$)
100	MOBILIZATION		1	LS	\$0.00
101	CONSTRUCTION SURVEYING (CONSTRUCTION)		1	LS	\$492,000.00
110	CLEARING AND GRUBBING		15	ACRE	\$156,000.00
120	REGULAR EXCAVATION	F	76721	CY	\$1,588,124.70
150	EMBANKMENT	F	70113	CY	\$1,402,260.00
270	SELECT MATL. TY. I MIN. CBR-30		2500	TON	\$68,250.00
505	BEDDING MATERIAL AGGREGATE NO 25		2500	TON	\$72,500.00
525	CONCRETE CLASS A-3		135	CY	\$337,500.00
540	REINF. STEEL		20132	LB	\$24,158.40
588	UNDERDRAIN UD-4		53868	LF	\$506,359.20
595	OUTLET PIPE		3600	LF	\$28,440.00
596	ENDWALL EW-12		36	EACH	\$15,120.00
700	POST INSTALLATION INSPECTION		500	LF	\$15,500.00
1152	15" CONC. PIPE	F	160	LF	\$17,760.00
1182	18" Concrete Pipe	F	2712	LF	\$504,432.00
1242	24" CONC. PIPE	F	556	LF	\$141,224.00
1302	30" CONC. PIPE	F	911	LF	\$225,928.00
1362	36" CONC. PIPE	F	937	LF	\$272,667.00
1422	42" CONC. PIPE	F	295	LF	\$83,485.00
1480	48" CONC. PIPE	F	1240	LF	\$529,480.00
1542	54" CONC. PIPE	F	225	LF	\$103,950.00
1602	60" CONC. PIPE		244	LF	\$145,912.00
1662	66" CONC. PIPE	F	55	LF	\$33,000.00
6150	15' END SECTION ES-1		2	EACH	\$3,396.00
6181	18" END SECTION		50	EACH	\$90,300.00
6241	24" END SECTION ES-1		1	EACH	\$3,100.00
6301	30" END SECTION ES-1		6	EACH	\$20,400.00
6361	36" END SECTION ES-1		2	EACH	\$8,000.00
6481	42" END SECTION ES-1		5	EACH	\$21,000.00
6741	Drop Inlet DI 1 Or DI 5		20	EACH	\$74,000.00
6815	Drop Inlet DI 3A		6	EACH	\$21,600.00
6820	DI 3B L=10		6	EACH	\$30,600.00
7508	DROP INLET DI-7		6	EACH	\$22,200.00
8185	Drop Inlet DI-10G		8	EACH	\$39,200.00
9056	MANHOLE		4	EACH	\$48,800.00
9148	EROS. CONTROL STONE CL A1 EC-1		1	TON	\$61,000.00
9250	SLOPE DRAINS		2500	LF	\$88,750.00
10128	AGGR. BASE MATL. TY. I NO. 21B		95842	TON	\$2,789,960.62
10610	ASPHALT CONC TY. IM-19A	P	179	TON	\$13,926.20
10611	ASPHALT CONCRETE TY. IM-19.0D	P	35802	TON	\$2,785,395.60

<sup>1</sup> Use five-digit work item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes (i.e. 00100-Mobilization; 00120-Regular Excavation, etc...).

**Attachment 4.8.3**  
**State Project 0066-076-003**  
**SCHEDULE OF ITEMS**

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

Date:

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	App Quantity	Unit <sup>1</sup>	Budgeted Cost (\$)
10633	RIGID PAVEMENT PLANING		156858	SY	\$266,658.60
10635	SM 9.5A	P	170	TON	\$19,890.00
10636	ASPHALT CONCRETE TY. SM-9.5D (76-22)	P	27144	TON	\$3,175,848.00
10642	ASPHALT CONCRETE TY. 8M-25.0A	P	97641	TON	\$6,952,039.20
10700	RUMBLE STRIP, ASPHALT		52802	LF	\$132,005.00
12700	STD. COMB. CURB & GUTTER CG-7		3214	LF	\$64,280.00
13315	GUARDRAIL TERMINAL GR-11		13	EACH	\$5,135.00
13320	GUARDRAIL GR-2		15702	LF	\$502,464.00
13345	BREAKAWAY CABLE TERM GR-9		13	EACH	\$27,300.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		9	EACH	\$18,900.00
13462	MEDIAN BARRIER MB-7F		500	LF	\$61,000.00
13750	SOUND WALL COLOR COATING		1	SY	\$1.19
13753	SOUND BARRIER WALL	F	250970	SF	\$8,909,435.00
13810	RETAINING STRUCTURE (Bridge Approaches)	F	8375	SF	\$469,000.00
22511	FENCE FE-W2		4500	LF	\$99,000.00
22541	LINE BRACE UNIT FE-W2		8	EACH	\$488.00
22581	CORNER BRACE UNIT FE-W2		27	EACH	\$1,647.00
22906	GATE FE-G		4	EACH	\$12,400.00
23560	TEMP. SAFETY FENCE 4'		10000	LF	\$30,000.00
24152	TYPE III BARRICADE 8'		10	EACH	\$4,250.00
24160	CONSTRUCTION SIGNS		2800	SF	\$68,600.00
24297	TRAFFIC BARRIER SERVICE CONC. DOUBLE FACE		1	LF	\$836,000.00
24410	DEMOLITION OF PAVEMENT		55242	SY	\$243,064.80
24600	REMOVE EXISTING GUARDRAIL		12520	LF	\$46,324.00
25505	FIELD OFFICE TY I		1	?	\$118,000.00
25591	DESIGN BUILD PRELIMINARY ENGINEERING		1	EACH	\$4,687,000.00
25593	DESIGN BUILD QAQC		1	EACH	\$1,518,000.00
25595	QA		1	LS	\$1,287,000.00
25596	Design-build MOT		1	LS	\$1,604,000.00
26117	DRY RIPRAP CL. A1		1987	TON	\$119,220.00
26225	DRY RIPRAP CL II		1000	TON	\$60,000.00
27012	TOPSOIL CLASS A 2"		65	ACRE	\$253,500.00
27102	REGULAR SEED		1	LB	\$612,000.00
27210	FERTILIZER (10-20-10)		10	TON	\$6,070.00
27321	PROECTIVE COVERING EC-2		5000	SY	\$12,500.00
27325	SOIL STAB. MAT EC-3 TY A		1500	SY	\$7,350.00
27345	TEMPORARY DIVERSION DIKES		4000	LF	\$8,800.00
27401	EROSION CONTROL RIPRAP		500	TON	\$27,500.00
27415	CHECK DAM(ROCK) TY. II		65	EACH	\$35,100.00
27430	SILTATION CONTROL EXCAVATION		1000	CY	\$34,000.00

<sup>1</sup> Use five-digit work item codes and units of measure that are consistent with VDOT's list of standard and non-standard item codes (i.e. 00100-Mobilization; 00120-Regular Excavation, etc...).

**Attachment 4.8.3**  
**State Project 0066-076-003**  
**SCHEDULE OF ITEMS**

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

Date:

VDOT Item Code <sup>1</sup>	Item Description	Fuel (F) or Price (P) Adjustment	App Quantity	Unit <sup>1</sup>	Budgeted Cost (\$)
27451	INLET PROTECTION, TYPE A		39	EACH	\$14,196.00
27505	TEMP. SILT FENCE		10850	LF	\$32,550.00
27506	TEMP. FILTER BARRIER		2500	LF	\$7,500.00
27545	STORM WATER MANAGEMENT BASIN EXCAVATION	F	32700	CY	\$686,700.00
27570	TEMP. SEDIMENT RISER PIPE		4	EACH	\$67,600.00
27580	TEMP. SEDIMENT BASIN EXCAVATION		2000	CY	\$42,000.00
46011	DMV POWER RELOCATION		1	LS	\$209,000.00
47011	TELEPHONE RELOCATION		1	LS	\$425,000.00
47015	FIBER RELOCATION		1	LS	\$233,000.00
47016	COMCAST RELOCATION		1	LS	\$306,000.00
50002	Permanent Signs		1	SF	\$826,000.00
51025	ITS And Cameras		1	EACH	\$340,000.00
51030	Signets		1	EACH	\$80,000.00
54076	TY.B CL.VI PAVE. LINE MARK. 6"		99142	LF	\$346,997.00
54077	TY.B CL.VI PAVE. LINE MARK. 8"		1365	LF	\$6,825.00
54078	TY.B CL.VI PAVE. LINE MARK.12"		28125	EACH	\$222,187.50
54079	TY B CL VI PAVE. LINE MARK 4" CONTRAST		2480	LF	\$13,144.00
54300	PAVE.MESS.MARK.ELONG.ARROW SIN		35	EACH	\$6,300.00
55163	LIGHTING		1	EACH	\$1,899,000.00
60404	CONCRETE CLASS A4		1200	CY	\$877,200.00
60450	CONCRETE CLASS A4 BRIDGE APPR. SLAB		263	CY	\$104,674.00
60452	REINFORCING STEEL BRIDGE APPROACH SLAB		52600	LB	\$52,600.00
60490	BRIDGE DECK GROOVING		2455	SY	\$12,275.00
61278	PREST.CONC.BEAM,BULB-T 85" DEPTH +140'-1		22	EACH	\$1,505,240.00
61703	CORROSION RESISTANT REINFORCING STEEL, SOLID STAINLESS		204360	LB	\$416,894.40
62045	RAILING, BR27D 2 RAILS		620	LF	\$202,120.00
62046	RAILING, BR27D 3 RAILS		620	LF	\$210,180.00
62047	RAILING, BR27D 4 RAILS		310	LF	\$104,470.00
62501	PREFORMED ELAST. JT. SEALER		174	LF	\$8,526.00
62535	NS BRIDGE SUPERSTRUCTURE (Elastomeric Brg Pads)		20	EACH	\$36,440.00
64005	SELECT MATL. TY. I MIN. CBR-30		1500	TON	\$46,500.00
64011	STRUCTURE EXCAVATION		1200	CY	\$24,240.00
64100	DYNAMIC TEST PILE		4	EACH	\$12,800.00
64112	STEEL PILES 12"		840	LF	\$56,280.00
64765	PILE POINT FOR 12" STEEL PILE		40	EACH	\$6,200.00
64768	DRIVING TEST FOR 12" STEEL PILE		84	LF	\$6,720.00
65013	CONCRETE CLASS A3		463	CY	\$432,442.00
65200	REINF. STEEL		79670	LB	\$79,670.00
65800	RAILING/ORNAMENTAL FENCE		620	LF	\$68,200.00
66740	CONCRETE SLAB SLOPE PROTECTION 4"		996	SY	\$144,420.00

<sup>1</sup> 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...).



**VDOT****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: C00093577DB49

**Corman Construction, Inc.****Monthly Payment Schedule**

Submitted - 7/1/2013

Month	Draw Total
September-13	\$ 491,444.49
October-13	\$ 491,444.49
November-13	\$ 688,694.73
December-13	\$ 688,694.73
January-14	\$ 766,586.16
February-14	\$ 766,586.16
March-14	\$ 766,586.16
April-14	\$ 766,586.16
May-14	\$ 1,298,377.29
June-14	\$ 999,700.08
July-14	\$ 1,129,145.55
August-14	\$ 1,129,145.55
September-14	\$ 1,210,399.20
October-14	\$ 1,032,761.91
November-14	\$ 1,032,761.91
December-14	\$ 1,032,761.91
January-15	\$ 997,458.60
February-15	\$ 852,883.14
March-15	\$ 1,445,194.23
April-15	\$ 2,012,288.67
May-15	\$ 3,085,957.59

Month	Draw Total
June-15	\$ 3,440,671.80
July-15	\$ 3,486,061.77
August-15	\$ 2,220,185.94
September-15	\$ 2,564,253.12
October-15	\$ 2,969,400.63
November-15	\$ 2,513,819.82
December-15	\$ 2,574,900.15
January-15	\$ 756,499.50
February-16	\$ 989,613.42
March-16	\$ 1,496,187.90
April-16	\$ 1,191,906.99
May-16	\$ 862,969.80
June-16	\$ 1,481,057.91
July-16	\$ 2,407,349.52
August-16	\$ 2,261,653.32
September-16	\$ 1,056,297.45
October-16	\$ 980,647.50
November-16	\$ 98,064.75

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 hereinbefore 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, AI Vice President  
Signature: 

Design-builder: Corman Construction, Inc.

Vendor No: C097

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**EXHIBIT 6.3 (c)  
ADJUSTMENT FOR FUEL**

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

June 30, 2011  
(Revised) November 5, 2012

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

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

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

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

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

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

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

The current monthly quantity for eligible items of work selected by the Design-Builder for fuel adjustment in its work packages will be multiplied by the appropriate fuel factor to determine the gallons of fuel to be cost adjusted. The amount of adjustment per gallon will be the net difference between the current index price and the base index price. Computation for adjustment will be made as follows:

$$S = (E - B) QF$$

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

E = Current index price  
Q = Quantity of individual units of work  
F = Appropriate fuel factor

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

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

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

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

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

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

Date: July 1, 2013

Arthur C. Cox, III Vice President

Signature: 

Design-builder: Corman Construction, Inc.

Vendor No.: C097

Contract ID No. C00093577DB49

**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.

Fidelity and Deposit Company of Maryland

(Principal\*)  
By: Allop  
(Officer, Partner or Owner) (Seal)  
Arthur C Cox III, Vice President

(Surety Company)  
By: Patricia L. Lewis  
Patricia L. Lewis (Attorney-in-Fact\*\*) (Seal)  
1400 American Lane, Tower I, 18th Floor  
Schamburg, IL 60196-1056  
(Address)



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

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

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

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

\*Note: If the principal is a joint venture, each party thereof must be named and execution made by same hereon. If there is more than one surety to the bid bond, each surety must be named and execution shall be made by same hereon.  
Electronic Bid Only: In lieu of completing the above section of the Contract Performance Bond, the Principal shall file an Electronic Bid Bond when bidding electronically. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the Commonwealth of Virginia under the same conditions of the bid bond as shown above.

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

\*\*Attach copy of Power of Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Geoffrey Dellsto, 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

Geoffrey Dellsto  
*Vice President*  
Geoffrey Dellsto

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 Dellsto, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

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



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 1st day of July, 2013.



*Thomas O. McClellan*

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, this 1 day of July, 20 13  
County (City), STATE  
Corman Construction, Inc. By: Arthur C. Cox III  
(Name of Firm) (Signature) Vice President  
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 Arthur C. Cox, III

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 1 day of July, 20 13  
Bonnie Hulme My Commission expires May 19, 2014  
Notary Public

**OR  
UNSWORN DECLARATION**

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

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
County (City), STATE  
By: \_\_\_\_\_  
(Name of Firm) (Signature) Title (print)

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT

PROJECT: 0066-076-003, 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
<u>ARTBA</u>	<u>Washington, DC</u>
<u>VTCA</u>	<u>Richmond, VA</u>
<u>MTBMA</u>	<u>Glen Burnie, MD</u>

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.

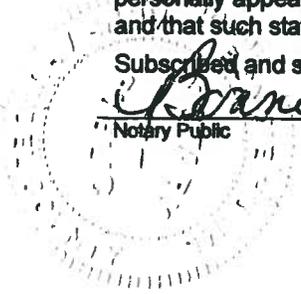
The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at Annapolis Junction, MD, this 1 day of July, 20 13  
County (City), STATE Arthur C. Cox III  
Corman Construction, Inc. By: (Signature) Vice President  
(Name of Firm) (Signature) Title (print)  
STATE of Maryland COUNTY (CITY) of Anne Arundel

To-wit: I Bonnie Hulme, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Arthur C. Cox, III

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 1 day of July, 20 13  
(Signature) 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 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 1302 %

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
Atlantic Concrete Cutting, Inc. <u>690134</u>	S	Saw Cutting	\$140,770.00
Commercial Seeding <u>626244</u>	S	Landscaping & Seeding	\$504,000.00
Seeram Enterprise, LLC <u>683020</u>	H	Hauling / Dirt	\$657,375.00
CLS Trucking, LLC <u>664569</u>	H	Hauling / Asphalt	\$1,666,594.00
Old Dominion Electrical Supply <u>000023</u>	SP	Electrical, Lighting Supplies	\$300,000.00
Diversified Property Services <u>626679</u>	S	Land Acquisition	\$40,000.00
<b>TOTAL</b>			<b>\$ Continued</b>

TOTAL CONTRACT VALUE \$ \_\_\_\_\_ x REQUIRED DBE \_\_\_\_\_ % = \$ \_\_\_\_\_

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

Corman Construction, Inc.  
BIDDER

BY 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 %

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>Sabra, Wang &amp; Associates 000982</u>	<u>S</u>	<u>Traffic Engineering Services</u>	<u>\$231,500.00</u>
<u>Athavale, Lystad &amp; Associates DB1992-0045</u>	<u>S</u>	<u>Bridge Engineering Services</u>	<u>\$539,458.00</u>
<u>Quinn Consulting Services 626209</u>	<u>S</u>	<u>Engineering Consulting Services</u>	<u>\$1,061,000.00</u>
<u>Wilton Corporation 691751</u>	<u>SP</u>	<u>Fabrication Metal Manufacturing</u>	<u>\$138,639.00</u>
<u>Nasir and Associates 681514</u>	<u>SP</u>	<u>Construction Material Wholesale</u>	<u>\$1,495,000.00</u>
<u>MORGAN OIL CORPORATION 000918</u>	<u>SP</u>	<u>PETROLEUM PRODUCTS</u>	<u>\$523,626.00</u>
		<b>TOTAL</b>	<b>\$ 7,297,962.00</b>

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

Corman Construction, Inc.  
BIDDER

BY

Alley  
SIGNATURE

Arthur C. Cox, III Vice President  
TITLE

BY

July 1, 2013

DATE

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATION OF BINDING AGREEMENT  
WITH

DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0066-076-003, H101, 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:  Vice President  
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

ATLANTIC CONCRETE CUTTING, INC

By: [Signature]  
Signature Title  
Date: 06/28/13

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

Project No.:

Federal Project No.:

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

It is hereby certified by the below named Contractor that there exists a written, legally enforceable binding agreement to a binding subcontract agreement setting the details concerning 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, create the entire basis 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 between contractors. Questions regarding subcontract agreements. A copy of the fully executed subcontract agreement shall be maintained in the Engineer's office for a period of 90 days after contract execution.

It is further certified that the aforementioned mutually agreeable price and fully executed subcontract agreement is a copy of the written agreement between the parties involved and that no conversations, verbal agreements or other forms of non-written representations shall serve to alter, change, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually agreeable price and fully executed subcontract agreement shall remain in effect for a period of not less than one year following completion of the prime contract with the Department or for such longer period as provided in paragraph 10.1 of the Standard Specifications for Roadwork. For purposes of this form, the term Prime Contractor shall refer to any Contractor using a DBE subcontractor regardless of how it is when they are sharing DBE credit toward the contract.

Contractor hereby fully and solely represent that each binding agreement is for the performance of a "commercially useful function" as that term is employed in 48 C.F.R. Part 20.40 (b), (c).

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: Commer Clearing, Inc.

By: [Signature]  
Specialist  
McLain G. Cox

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

File To:  
Subcontractor's  
Approval:

Commercial Seeding, Inc.

By: [Signature] President  
Date: 6/20/13

Send To:  
Subcontractor If  
Applicable

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

Time To:  
Subcontractor If  
Applicable

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

DSE Contact:

Commercial Seeding, Inc.  
Ulu Nalley President  
Signature \_\_\_\_\_ Title \_\_\_\_\_  
Date 6/26/13

**Commercial Seeding, Inc.**  
19123 So. de Pines Drive  
Zurich, Virginia 23070  
Commercial Seed Corn  
Ph: (757) 242-4244 Fax: (757) 242-4244

VDOT DSE C-335  
SWAMP 424446  
DDOTRIS 05-05-5  
VA Contractor License #  
2706180743

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 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: Alley Vice President  
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

SEERAM ENTERPRISE LLC

By:   
Signature  
CEO/OWNER  
Title  
Date: July 1, 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.

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

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

Prime Contractor Coman Construction, Inc.

By: \_\_\_\_\_

Signature

Arthur C. Cox, III

Vice President

Title

Date July 1, 2013

First Tier  
Subcontractor If  
Applicable

By: \_\_\_\_\_

Signature

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

Title

Form 8-113  
Rev. 3-1-11  
Page 2 of 2

Second Tier  
Subcontractor #  
Applicable

\_\_\_\_\_

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

Third Tier  
Subcontractor #  
Applicable

\_\_\_\_\_

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

DBE Contractor

C.L.S. Trucking LLC.

By: Rebecca Incey Manager  
Signature Title  
Date: 7-1-13

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.

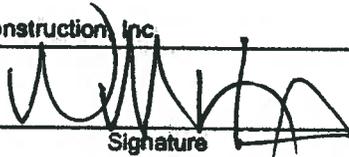
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TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER  
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Coman Construction Inc.  
By:  Signature \_\_\_\_\_ President \_\_\_\_\_ Title \_\_\_\_\_  
William G. Cox Date: \_\_\_\_\_

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: \_\_\_\_\_

DSE Contractor

OLD DOMINION ELECTRICAL SUPPLY

By: David Parker PRESIDENT  
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)

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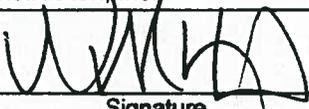
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**TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER  
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM**

Prime Contractor Corman Construction, Inc.

By:   
Signature

William G. Cox

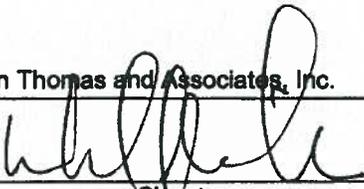
President

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: *Jeannette Roane*  
Signature

Treasurer  
Title

Date: 6/27/2013

Third Tier  
Subcontractor if  
Applicable

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

\_\_\_\_\_ Title

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

DBE Contractor

Diversified Property Services, Inc.

By: *Jeannette Roane*  
Signature

Treasurer  
Title

Date: 6/27/2013

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.

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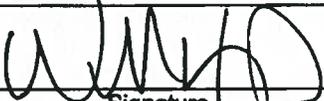
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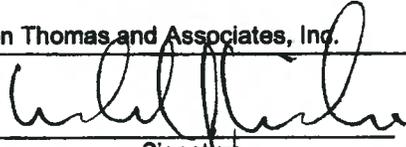
TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER  
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Corman Construction, Inc.

By:  President  
Signature Title  
William G. Cox Date: \_\_\_\_\_

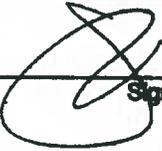
First Tier  
Subcontractor if  
Applicable

A. Morton Thomas and Associates, Inc.

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

Second Tier  
Subcontractor if  
Applicable

Sabra, Wang & Associates, Inc.

By:  ZIAD A. SABRA Principal  
Signature Title  
Date: 06/27/2013

Third Tier  
Subcontractor if  
Applicable

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

DBE Contractor

Sabra, Wang & Associates, Inc.

By:  ZIAD A. SABRA Principal  
Signature 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.

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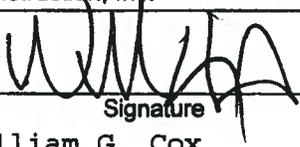
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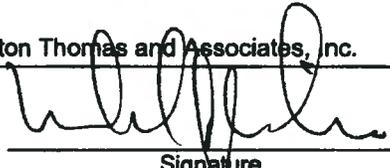
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TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER  
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Corman Construction, Inc.

By:  President  
Signature Title  
William G. Cox Date: \_\_\_\_\_

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

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

Second Tier  
Subcontractor if  
Applicable

Athavale, Lystad and Associates, Inc.

By: Tunde Iyob  
Signature

President  
Title

Date: 6/27/2013

Third Tier  
Subcontractor if  
Applicable

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

\_\_\_\_\_  
Title

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

DBE Contractor

Athavale, Lystad and Associates, Inc.

By: Tunde Iyob  
Signature

President  
Title

Date: 6/27/2013

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)

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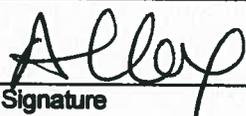
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**TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER  
SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM**

Prime Contractor Corman Construction, Inc.

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

Quinn Consulting Services, Inc.

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

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

Prime Contractor Corman Construction, Inc.

By:  Vice President  
Signature Title  
Arthur C. Cox, III Date: 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: Carole Lynn Pele President  
Signature Title  
Date: 6/28/13

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATION OF BINDING AGREEMENT  
WITH

DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No: 0655-076-003, P101, R201, C501, B674, B675

Federal Project No: NE-5A01 (194)

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

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

Prime Contractor: Corman Construction, Inc.

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

\_\_\_\_\_  
By: NASIR & ASSOCIATES  
Signature \_\_\_\_\_ Title CEO  
Date: 07-01-03

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)

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

Prime Contractor Corman Construction, Inc.

By: \_\_\_\_\_

*Arthur C. Cox, III*  
Signature

Vice President

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

MORGAN OIL CORPORATION

By:   
Signature Title  
Date: JUNE 28, 2013