

RESPONSE TO REQUEST FOR PROPOSALS

# Interstate 66 Widening

A DESIGN-BUILD PROJECT

*From: Approximately 1.2 miles west of U.S. Route 15 (James Madison Hwy.)*

*To: Approximately 0.8 miles east of U.S. Route 29 (Lee Hwy.)*

PRINCE WILLIAM COUNTY, VA



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

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

Contract ID Number: C00093577DB49

## Price Proposal

SUBMITTED TO:



SUBMITTED BY:



IN ASSOCIATION WITH:



**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 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)**
  - Proposed Monthly Payment Schedule showing the anticipated monthly earnings schedule on which funds will be required 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**
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**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	\$ <u>7,145,948.38</u>
Mobilization (Construction), LS	\$ <u>1,894,806.97</u>
Quality Assurance (QA) (Construction), LS	\$ <u>2,109,830.40</u>
Quality Control (QC) (Construction), LS	\$ <u>991,085.51</u>
Earthwork, LS	\$ <u>381,403.29</u>
Roadway Incidentals, LS	\$ <u>1,862,149.73</u>
Bridge (Structures), LS	\$ <u>14,484,400.94</u>
Drainage (Structures), LS	\$ <u>6,279,403.90</u>
Utilities, LS	\$ <u>521,333.96</u>
Pavement, LS	\$ <u>14,864,485.58</u>
Permanent Traffic Control/Signage, LS	\$ <u>2,221,269.25</u>
Maintenance of Traffic, LS	\$ <u>1,565,996.39</u>
All Others Costs, LS	\$ <u>549,411.62</u>

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 FOUR MILLION EIGHT HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND NINETY-TWO CENTS (\$ 54,871,525.92)

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

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

Design-Builder: \_\_\_\_\_

SHIRLEY CONTRACTING COMPANY, LLC.

Vendor No.: \_\_\_\_\_

S018



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

**SCHEDULE OF ITEMS**

Date: 7/1/2013

VDOT Item Code <sup>1</sup>	Item Description	FUELuel (FUEL) or Price (P) Adjustment	App Quantity	Unit <sup>1</sup>	Budgeted Cost (\$)
00100	MOBILIZATION		1	LS	\$ 1,894,806.97
00101	CONSTRUCTION SURVEYING (CONSTR.)		1	LS	\$ 285,415.82
00110	CLEARING AND GRUBBING		1	LS	\$ 69,031.81
00120	REGULAR EXCAVATION	FUEL	171720	CY	\$ 26,955.66
00525	CONCRETE CLASS A3 MISC.		29	CY	\$ 363,029.17
00588	UNDERDRAIN UD-4		54722	LF	\$ 445,526.35
00595	OUTLET PIPE		1832	LF	\$ 31,686.89
00596	ENDWALL EW-12		183	EA	\$ 96,445.05
00700	POST INSTALLATION INSPECTION		8820	LF	\$ 37,713.26
01156	STORM SEWER PIPE 15"		2020	LF	\$ 100,005.14
01180	18" PIPE		210	LF	\$ 11,079.67
01240	24" PIPE		635	LF	\$ 40,965.02
01300	30" PIPE		700	LF	\$ 136,030.91
01360	36" PIPE		605	LF	\$ 61,603.65
01361	JACKED & BORED 36" PIPE		171	LF	\$ 375,352.00
01420	42" PIPE		705	LF	\$ 95,379.96
01421	JACKED & BORED 42" PIPE		407	LF	\$ 891,462.00
01480	48" PIPE		400	LF	\$ 66,420.75
01481	JACKED & BORED 48" PIPE		171	LF	\$ 375,352.00
01540	54" PIPE		330	LF	\$ 80,691.89
01541	JACKED & BORED 54" PIPE		386	LF	\$ 844,543.00
01600	60" PIPE		810	LF	\$ 239,967.21
01601	JACKED & BORED 60" PIPE		386	LF	\$ 696,482.35
01660	66" PIPE		485	LF	\$ 158,525.36
01661	JACKED & BORED 66" PIPE		203	LF	\$ 445,731.00
01720	72" PIPE		230	LF	\$ 282,092.21
01721	JACKED & BORED 72" PIPE		86	LF	\$ 187,676.00
02092	NS SPEC. DES. OH SIGN STRUCTURE		6	EA	\$ 1,060.21
06495	NS END SECTION		46	EA	\$ 61,535.86
07506	DROP INLET DI-5		14	EA	\$ 16,966.13
07510	DROP INLET DI-7A		24	EA	\$ 133,189.07
08962	DROP INLET DI-13 TY.1		19	EA	\$ 81,063.17
09046	MANHOLE MH-1		2	LF	\$ 25,810.06
10017	CEM. STAB. AGGR. BASE MATL. TY.I NO.21A	FUEL	1395	TON	\$ 48,725.04
10128	AGGR. BASE MATL. TY. I NO. 21B	FUEL	88930	TON	\$ 1,914,936.52
10611	ASPHALT CONCRETE TY. IM 19.0D	FUEL / ASPHALT	37020	TON	\$ 2,939,556.58
10630	FLEXIBLE PAVEMENT PLANING	FUEL	135220	SY	\$ 559,096.50
10635	ASPHALT CONCRETE TY. SM 9.5A	FUEL / ASPHALT	465	TON	\$ 64,642.54
10642	ASPHALT CONCRETE TY. BM 25.0A	FUEL / ASPHALT	84255	TON	\$ 6,181,306.66
10651	STONE MATRIX ASP.SMA 9.5(76-22)	FUEL / ASPHALT	24575	TON	\$ 3,009,590.65
10700	RUMBLE STRIP, ASPHALT		90000	LF	\$ 12,943.46
12030	STD. CURB CG-3		4880	LF	\$ 117,842.17
12700	STD. COMB. CURB & GUTTER CG-7		3725	LF	\$ 81,810.25
13108	CG-12 DETECTABLE WARNING SURFACE		14	SY	\$ 18,456.42
13315	GUARDRAIL TERMINAL GR-11		5	EA	\$ 3,745.22
13320	GUARDRAIL GR-2		16850	LF	\$ 305,942.14
13335	GUARDRAIL GR-3		9970	LF	\$ 258,222.10
13345	ALT.BREAKAWAY CABLE TERM.(GR-9)		4	EA	\$ 8,389.28
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		6	EA	\$ 10,786.22
13393	FIXED OBJECT ATTACH. GR-FOA-2 TY. II		5	EA	\$ 1,647.90
13462	MEDIAN BARRIER MB-7F		445	LF	\$ 45,939.23

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

**SCHEDULE OF ITEMS**

Date: 7/1/2013

VDOT Item Code <sup>1</sup>	Item Description	FUELuel (FUEL) or Price (P) Adjustment	App Quantity	Unit <sup>1</sup>	Budgeted Cost (\$)
13604	IMPACT ATTEN.SER. TY. 1 (TL-3,>45 MPH)		8	EA	\$ 95,198.28
13750	SOUND WALL COLOR COATING		506128	SY	\$ 525,903.68
13753	SOUND BARRIER WALL		274777	SF	\$ 9,450,571.47
13810	RETAINING STRUCTURE		9582	SF	\$ 1,135,329.90
22511	FENCE FE-W2		3100	LF	\$ 14,489.48
23560	TEMP. SAFETY FENCE 4'		8300	LF	\$ 26,179.42
24160	CONSTRUCTION SIGNS		481	SF	\$ 26,144.89
24290	TRAFFIC BARRIER SER. CONC.		77295	LF	\$ 794,173.13
24430	DEMO. OF PAVEMENT (FLEXIBLE)	FUEL	26705	SY	\$ 133,687.63
24503	NS REMOVE EXIST. FENCE		2128	LF	\$ 6,117.99
24600	REMOVE EXISTING GUARDRAIL		3590	LF	\$ 11,775.93
24702	NS REMOVE EXIST. SIGN		14	EA	\$ 2,473.84
24704	NS. REMOVE EXIST BRIDGE - CATHARPIN RD		1	LS	\$ 119,452.47
24704	NS. REMOVE EXIST BRIDGES - OLD CAROLINA RD		1	LS	\$ 124,328.08
24801	NS. REMOVE EXIST DROP INLET		11	EA	\$ 9,273.11
24803	NS. REMOVE EXIST ENDWALL		16	EA	\$ 12,301.26
25505	FIELD OFFICE TY.I		38	MO	\$ 130,537.56
25580	CONSTRUCTION ENGINEERING		1	LS	\$ 3,474,361.21
25593	DESIGN BUILD QAQC		1	LS	\$ 3,100,915.91
25594	DESIGN BUILD (ENGR. OVERSIGHT COSTS)		1	LS	\$ 3,474,361.21
26119	DRY RIPRAP CL.I		2140	TON	\$ 137,148.02
27102	REGULAR SEED		121710	LB	\$ 85,331.41
27410	CHECK DAM, ROCK TY. I		170	EA	\$ 32,942.66
27451	INLET PROTECTION , TYPE A		68	EA	\$ 28,614.72
27505	TEMP. SILT FENCE		31533	LF	\$ 90,599.75
27548	NS STORM WATER MANAGEMENT BIO-RET BASIN		1	EA	\$ 21,458.03
41101	NS RELOCATE UTILITIES		1	LS	\$ 521,333.96
50108	SIGN PANEL		4229	SF	\$ 747,276.34
50614	RELOC. EXIST. SIGN STRUCT. TY. VIA		7	EA	\$ 1,236.92
52000	NS TRAFFIC SIGNALIZATION		1	LS	\$ 89,885.17
54032	TY.B CL.I PAVE. LINE MARK. 4"		1	LF	\$ 18,975.49
54075	TY.B CL.VI PAVE. LINE MARK. 4"		1	LF	\$ 451,231.44
54105	ERAD. OF EXIST.PAVE.MARKING		9350	LF	\$ 7,395.76
54217	SNOW PLOW. RAISED PAVE. MARKER ASPH.CONC		1726	EA	\$ 47,163.10
54568	NS CONSTR.P.M.TY.F		1	LS	\$ 131,027.41
59003	NS LIGHTING		1	LS	\$ 200,515.82
60404	CONCRETE CLASS A4	FUEL	1286	CY	\$ 582,395.58
60450	CONC. CL. A4 BRIDGE APPR. SLAB		240	CY	\$ 87,792.91
60490	BRIDGE DECK GROOVING		1338	SY	\$ 6,525.21
61256	PREST.CONC.BEAM,BULB-T 69" DEPTH +110'-120'		10	EA	\$ 421,249.43
61257	PREST.CONC.BEAM,BULB-T 69"DEPTH +120'-130'		10	EA	\$ 421,249.43
61700	REINF. STEEL		101400	LB	\$ 83,335.60
61701	CR RE.STEEL LOW CARBONCHROMIUM		248740	LB	\$ 425,578.00
62045	RAILING, BR27D 2 RAILS		1064	LF	\$ 291,298.38
62055	NS MEDIAN BARRIER FHWA STD. TL-5		320	LF	\$ 131,742.24
64011	STRUCTURE EXCAVATION	FUEL	7951	CY	\$ 201,018.54
64112	STEEL PILES 12"		1702	LF	\$ 224,732.27
65013	CONCRETE CLASS A3	FUEL	700	CY	\$ 317,039.84
67090	NS PEDESTRIAN FENCE		472	LF	\$ 66,600.14
68576	SAW CUTTING		51670	LF	\$ 154,812.22
69007	FLOWABLE BACKFILL		1854	CY	\$ 241,683.07

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

**SCHEDULE OF ITEMS**

Date: 7/1/2013

VDOT Item Code <sup>1</sup>	Item Description	FUELuel (FUEL) or Price (P) Adjustment	App Quantity	Unit <sup>1</sup>	Budgeted Cost (\$)
69685	EROSION CONTROL STONE		500	TON	\$ 37,505.28
70093	DESIGN BUILD RIGHT OF WAY (ADMIN COSTS)		1	EA	\$ 197,225.96
85004	NS SUPER SILT FENCE		5000	LF	\$ 40,033.99
85011	NS. ITS INFRASTRUCTURE		1	LS	\$ 1,271,179.96
85021	NS TEMP SEED.		270050	SY	\$ 145,640.93

TOTAL: \$ 54,871,525.92





### Monthly Payment Schedule

INTERSTATE 66 WIDENING

Contract ID No. C00093577DB49

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

Period Ending (Month)	Projected Monthly Total:	Projected Cumulative Total:
September 2013	\$ 2,733,891	\$ 2,733,891
October 2013	\$ 1,129,818	\$ 3,863,709
November 2013	\$ 1,230,720	\$ 5,094,429
December 2013	\$ 1,196,200	\$ 6,290,629
January 2014	\$ 3,061,736	\$ 9,352,365
February 2014	\$ 2,114,333	\$ 11,466,698
March 2014	\$ 1,042,441	\$ 12,509,139
April 2014	\$ 1,216,091	\$ 13,725,230
May 2014	\$ 1,105,962	\$ 14,831,192
June 2014	\$ 1,236,780	\$ 16,067,972
July 2014	\$ 2,459,822	\$ 18,527,794
August 2014	\$ 2,332,579	\$ 20,860,372
September 2014	\$ 1,550,237	\$ 22,410,610
October 2014	\$ 1,496,300	\$ 23,906,910
November 2014	\$ 1,387,792	\$ 25,294,702
December 2014	\$ 1,402,100	\$ 26,696,802
January 2015	\$ 1,839,349	\$ 28,536,151
February 2015	\$ 1,866,592	\$ 30,402,743
March 2015	\$ 2,541,900	\$ 32,944,643
April 2015	\$ 2,368,000	\$ 35,312,643
May 2015	\$ 2,479,620	\$ 37,792,263
June 2015	\$ 2,648,934	\$ 40,441,197
July 2015	\$ 2,125,650	\$ 42,566,847
August 2015	\$ 2,332,420	\$ 44,899,267
September 2015	\$ 1,316,066	\$ 46,215,333
October 2015	\$ 1,132,070	\$ 47,347,403
November 2015	\$ 1,199,176	\$ 48,546,579
December 2015	\$ 409,310	\$ 48,955,889
January 2016	\$ 414,980	\$ 49,370,869
February 2016	\$ 892,860	\$ 50,263,729
March 2016	\$ 1,165,420	\$ 51,429,149
April 2016	\$ 876,308	\$ 52,305,458
May 2016	\$ 1,129,200	\$ 53,434,658
June 2016	\$ 1,076,100	\$ 54,510,758
July 2016	\$ 242,109	\$ 54,752,867
August 2016	\$ 93,967	\$ 54,846,834
September 2016	\$ 24,692	\$ 54,871,526

**Total: \$ 54,871,525.92**



**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.

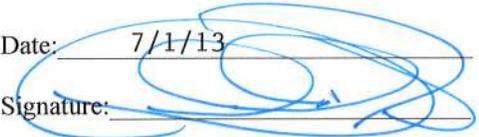
In order to be eligible for asphalt price adjustment under this provision, the Design-Builder shall clearly identify within the Schedule of Values those pay items and the associated quantities it chooses to have asphalt price adjustment applied to in its work packages. Items the Design-Builder claims 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: 7/1/13

Signature: 

Design-builder: Shirley Contracting Co., LLC

Request for Proposals  
Part 3 – Addendum 1  
Lump Sum Agreement  
April 5, 2013

Interstate 66 Widening  
Prince William County, Virginia  
Project No. 0066-076-003  
Contract ID # C00093577DB49

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Vendor No.: S018

EXHIBIT 6.3(b)

Form C-16a  
7-13-05

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PRICE ADJUSTMENT

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

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

DISTRICT: Northern Virginia

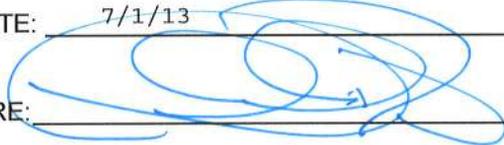
Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of \$ 609.- per **IMPERIAL** ton for **PG 64-22**. This quote will be averaged into the monthly price index.

Bid Prices in this contract for items containing PG 76-22 asphalt cement were developed using an f.o.b. price of \$ 685.- per **IMPERIAL** ton for **PG 76-22**. This quote is project specific.  
(When required by provisions)

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

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

DATE: 7/1/13

SIGNATURE: 

Shirley Contracting Company, LLC  
(Firm or Corporation)

S018  
(Vendor No.)

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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.

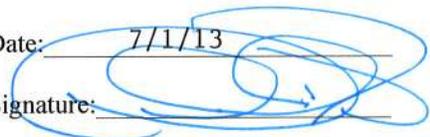
In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, 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: 7/1/13

Signature: 

Design-builder: Shirley Contracting Co., LLC

Vendor No.: S018

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

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

June 30, 2011

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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Project bid on April 28, 2004.

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

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

\*free on board

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

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

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

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

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

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

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Project bid on April 28, 2004.

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

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

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

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

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

Adjustment formula is as follows:

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

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

$$B = \$0.2816$$

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

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

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

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

**MASTER LISTING**

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

March 18, 2009

**BLS Series I. D.**

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

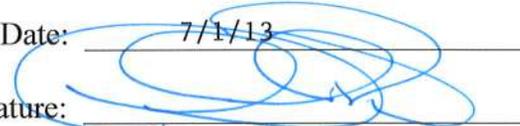
45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
50402	SIGN POST STEEL 3"	LF	101706
50404	SIGN POST STEEL 4"	LF	101706
50406	SIGN POST STEEL 6"	LF	101706
50410	SIGN POST STEEL 10"	LF	101706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

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

I elect to use this provision

I elect not to use this provision

Date: 7/1/13

Signature: 

Design-Builder: Shirley Contracting Company, LLC

Vendor No.: S018



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
PROPOSAL GUARANTY**

KNOW ALL MEN BY THESE PRESENTS, THAT WE SHIRLEY CONTRACTING COMPANY, LLC As principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA 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, 20 13

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

PROJECT NUMBER: C00093577DB49 - A DESIGN-BUILD PROJECT  
Interstate 66 Widening From: Approximately 1.2 miles west of U.S. Route 15 (James Madison Highway)  
To: Approximately 0.8 miles east of U.S. Route 29 (Lee Highway), Prince William County, Virginia

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.

SHIRLEY CONTRACTING COMPANY, LLC  
(Principal\*)

By: [Signature]  
(Officer, Partner or Owner) (Seal)  
**Michael E. Post, President/CEO/Mgr.**

\_\_\_\_\_  
(Principal\*)

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

\_\_\_\_\_  
(Principal\*)

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety Company)

By: [Signature]  
(Attorney-in-Fact\*\*) (Seal)  
Diana L. Parker, Attorney-In-Fact

ONE TOWER SQUARE HARTFORD CT 06183  
(Address)

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

\_\_\_\_\_  
(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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219657

Certificate No. 005454478

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Diana L. Parker, and Karen C. Bowling

of the City of Columbia, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of April, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of April, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

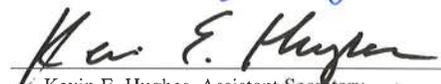
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 2013

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**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 Fairfax, VA, this 1st day of July, 20 13  
County (City), STATE  
Shirley Contracting Company, LLC  
(Name of Firm) By: [Signature] President/Lead mgr  
(Signature) Title (print)  
STATE of Virginia COUNTY (CITY) of Fairfax

To-wit: I Danielle Barber, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Michael E. Post 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 1st day of July, 20 13  
[Signature] My Commission expires 4/30/14  
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  
(Name of Firm) By: \_\_\_\_\_  
(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>VTCA</u>	<u>620 Moorefield Park Dr., Richmond, VA 23236</u>
<u>HCCA</u>	<u>10756B Ambassador Dr., Manassas, VA 20110</u>
<u>Maryland Hwy. Contractors Assn.</u>	<u>2408 Peppermill Dr., Glen Burnie, MD 20161</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 Fairfax, VA County (City), STATE  
Shirley Contracting Company, LLC  
(Name of Firm)  
STATE of Virginia

, this 1st day of July, 20 13  
By: [Signature] Title (print) President/CEO/MEP  
(Signature) Title (print)

COUNTY (CITY) of Fairfax  
To-wit:

I Danielle Barber, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Michael E. Post

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 1st day of July, 20 13  
[Signature] My Commission expires 4/30/14

Notary Public







**INTERSTATE 66 WIDENING  
SHIRLEY CONTRACTING COMPANY, LLC**



Contract ID Number: C00093577DB49  
State Project No. 0066-076-003, P101, R201, C501, B674, B675

**DBE Breakdown of Form C-111**

SUBCONTRACTOR	ADDRESS	TYPE OF WORK	DBE No.	VEND No.	PERCENT of WORK by DBE	PERCENT of DBE VALUE	CONTRACT AMOUNT
Aacme General Contractors, Inc.	20094 Rowdy Road, Brandy Station, VA 22714	Seed & Mulch	#653231	#A683	100.00%	0.35%	\$ 194,215.35
C.L.S. Trucking, LLC	6140 Massey Road, Spoilsylvania, VA 22551	Liquid Asphalt	#664569		100.00%	2.77%	\$ 1,521,828.00
Electrifiers' Inc.	2378 Warrenton Road, Fredericksburg, VA 22406-0000	F&I Project Signs	#DB2000-0147-2015	#E363	100.00%	1.60%	\$ 879,816.56
J.D. Raffaldt, Inc.	1107 Robinhood Lane, Kannapolis, NC 28081	F&I SIP Metal Decking	#655762	#R632	100.00%	0.13%	\$ 74,032.80
K.D. Jones & Sons Trucking, LLC	9532 Libena Avenue, Manassas, VA 20110-0000	Onsite/Offsite Trucking	#DB2009-0097-2015		100.00%	0.92%	\$ 505,000.00
Old Dominion Electrical Supply, Inc.	P.O. Box 25644 Richmond, VA 23260	Electrical Supply	#000023		100.00%	0.36%	\$ 195,000.00
Potomac Rebar, Inc.	61 Engliand Run Lane, Fredericksburg, VA 22406	F&I Rebar	#626454	#P170	100.00%	1.65%	\$ 906,305.38
Roadside, Inc.	128 Dealba Lane, Seafood, VA 23696	Underdrain	#626684	#R574	100.00%	0.80%	\$ 439,805.30
Tavares Concrete Company, Inc.	8000 Cinder Bed Road, Lorton, VA 22079	Concrete Flatwork	#626436	#T131	100.00%	0.98%	\$ 538,991.50
EBA Engineering, Inc.	4813 Seton Drive, Baltimore, MD 21215	QA Services	#003667	Professional Services	100.00%	1.34%	\$ 737,398.00
Geoconcepts Engineering, Inc.	19955 Highland Vista Drive, Suite 170 Ashburn, VA 20147	Engineering Services	#626642	Professional Services	100.00%	1.86%	\$ 1,022,000.00
Diversified Property Services of VA	20 E. Timonium Road, Suite 111, Timonium, MD 21093	R.O.W. Acquisition Services	#626679	Professional Services	100.00%	0.24%	\$ 130,581.00

**CONTRACT TOTAL VALUE: \$54,871,526.00**

**TOTAL: \$ 7,144,973.89**  
Value of DBE Attained **13.02%**

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.

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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 Shirley Contracting Company, LLC

By:   
Signature

President/CEO/Manager  
Title

Date: 7/1/13

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

Acme General Contractors Inc.  
By: Heather Smoot Signature \_\_\_\_\_ Title Treasurer  
Date: 7/1/2013

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

Project No.: (FO) 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 Shirley Contracting Company, LLC  
By: [Signature] Signature Title President/CEO/Manager  
Date: 7/1/13

First Tier Subcontractor if Applicable Superior Paving Corporation  
By: [Signature] Signature Title Marketing Rep  
Date: 7/1/13

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: Rebecca Snoeyink Manager  
Signature Title  
Date: 7-1-13

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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**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 Shirley Contracting Company, LLC

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

President / COO / Manager  
Title

Date: 7/1/13

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

ELECTRIFIERS' INC  
\_\_\_\_\_  
By:  \_\_\_\_\_  
Signature Title  
Date: 07/01/2013

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 Shirley Contracting Company, LLC

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

President / CEO / Manager  
Title

Date: 7/1/13

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

J D Raffaldt, Inc. \_\_\_\_\_

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

President  
Date: 24 June 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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**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 Shirley Contracting Company, LLC

By: 

Signature

Date: 7/1/13

Title

President/COO/Manager

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

K. D. JONES & SONS TRUCKING, LLC

By: *K. D. Jones* <sup>by RW</sup>  
Signature  
Principal/Managing Member  
Date: 6/29/13  
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.

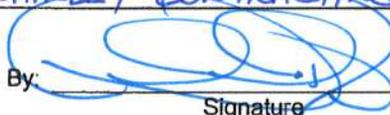
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**TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM**

Prime Contractor SHIRLEY CONTRACTING COMPANY, LLC  
By:  Signature  
Title President/COO/Manager  
Date: 7/1/13

First Tier Subcontractor if Applicable MIDASCO, LLC  
By:  Signature  
Title CHIEF ESTIMATOR  
Date: 6/28/13

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: Harold John \_\_\_\_\_  
Signature Title  
Date: 6-28-13 \_\_\_\_\_

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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**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 Shirley Contracting Company, LLC

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

Signature

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

Title

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

Potomac Rebar Inc  
\_\_\_\_\_

By: Kathy L. Litchard President  
Signature Title  
Date: 6/28/13

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

Project No.: 0066-076-0013,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 Shirley Contracting Company, LLC

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

President / COO / Manager  
Title  
Date: 7/1/13

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

Roadside Development  
By: [Signature] Signature \_\_\_\_\_ Title president  
Date: 6/28/13

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

Project No.: 0066-076-003, P101, R2201, C501, B674, B675

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

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SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor SHIRLEY CONTRACTING COMPANY, LLC

By:   
Signature

President/COO/MANAGER.  
Title

Date: 7/1/13

First Tier  
Subcontractor if  
Applicable

TAVARES CONCRETE COMPANY, INC.

By:   
Signature

PRESIDENT  
Title

Date: 6/26/13

Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

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

Third Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

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

DBE Contractor

TAVARES CONCRETE COMPANY, INC.

By: [Signature] \_\_\_\_\_  
Signature Title  
Date: 6/26/13

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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SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor SHIRLEY CONTRACTING COMPANY, LLC

By:  Signature

President/CEO/Manager  
Title

Date: 7/1/13

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

EBA Engineering, Inc.  
\_\_\_\_\_

By: Robert G. Sebastian  
Signature Chairman  
Date: July 1, 2013  
Title

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

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

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Prime Contractor

SHIRLEY CONTRACTING COMPANY, LLC

By:

Signature

President/CEO/Manager

Title

Date:

7/1/13

First Tier  
Subcontractor if  
Applicable

Dewberry Consultants LLC

By:

Signature

Executive Vice President

Title

Date:

6/13/13

Second Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

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

Third Tier  
Subcontractor if  
Applicable

\_\_\_\_\_

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

DBE Contractor

GeoConcepts Engineering, Inc.  
\_\_\_\_\_

By:   
Signature President  
Date: June 13, 2013  
Title

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

Project No.: 0066-076-0003,P101,R201,C501,B674,B675

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

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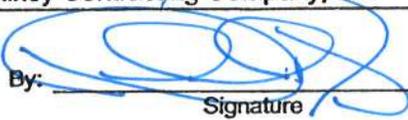
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SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor Shirley Contracting Company, LLC

By: 

Signature

President/CEO/Manager

Title

Date: 7/1/13

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

Diversified Property Services, Inc.

\_\_\_\_\_

By: Thomas E. Dablow President  
Signature Title  
Date: 7/1/2013