Original

PRICE PROPOSAL

ROLLING ROAD/ FRANCONIA-SPRINGFIELD PARKWAY INTERCHANGE IMPROVEMENTS

A Design-Build Project

From: 0.30 Miles West of Rolling Road **To:** 0.34 Miles East of Rolling Road

From: 0.21 Miles South of Fairfax County Parkway **To:** 0.18 Miles North of Fairfax County Parkway

Contract ID No: C00100391DB61
State Project No: 0286-029-947
PE101, RW201, C501, B623

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CHERRY HILL CONSTRUCTION INC.
A Tutor Perini Company

ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: Rolling Road/Franconia-Springfield Parkway Interchange Improvements
Contract ID Number: C00100391DB61

➢ Contents of Price Proposal:

- ☑ **Proposal Price, in both numbers and words (Attachment 4.3.1)**
- ☑ **Schedule of Items itemized in accordance with Part 1, Section 4.3.2, including material quantities and costs of each proposed work package**
- ☑ **Proposed Monthly Payment Schedule showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.3.3**
- ☑ **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 4.3.6(a) and 4.3.6(b))**
- ☑ **DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.3.7(a), 4. 3.7(b) and 4. 3.7(c))**
- ☑ **CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**

PRICE PROPOSAL

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VDOT
Virginia Department of Transportation

4.3.1
Price Proposal Form
(Attachment 4.3.1)

4.3.1

Price Proposal Form (Attachment 4.3.1)

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company

ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

4.3.1 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	$ 1,800,000.00
Mobilization (Construction), LS	$ ~~627,547.00~~ BB 607,547.00
Quality Assurance (QA) (Construction), LS	$ 260,000.00
Quality Control (QC) (Construction), LS	$ 330,000.00
Earthwork, LS	$ 2,938,156.00
Roadway Incidentals, LS	$ 502,589.00
Bridge (Structures), LS	$ 478,991.00
Drainage (Structures), LS	$ 308,340.00
Utilities, LS	$ -
Pavement, LS	$ 2,044,216.00
Permanent Traffic Control/Signage, LS	$ 875,618.00
Maintenance of Traffic, LS	$ 674,463.00
All Others Costs, LS	$ 1,648,080.00

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

Lump Sum (LS): Twelve Million Four Hundred ~~Eighty~~ Sixty BB

Eight Thousand Dollars and zero cents ~~$ 12,488,000.00~~ BB $12,468,000.00

Signature: [signature] Date: 12/12/13

Design-Builder: Cherry Hill Construction, Inc.

Vendor No.: C090

VDOT
Virginia Department of Transportation

4.3.2
Schedule of Items Form (Attachment 4.3.2)

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company

4.3.2
Schedule of Items Form
(Attachments 4.3.2)

Attachment 4.3.2

State Project 0286-029-947, PE101, RW201, C501, B623

SCHEDULE OF ITEMS

This schedule of values shall identify the material quantities and costs of each proposed work package, using the WBS established in the Proposal Schedule submitted by the Offeror. The material quantities and costs listed for each proposed work package shall, to the extent possible, correspond to VDOT's list of standard and non-standard pay items. Any items considered for price adjustments shall be identified. The value associated with each work task shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the escrowed pricing documents.

Activity ID [1]	Work Package Description [2]	Fuel (F) or Price (P) Adjustment	VDOT Item Number [3]	VDOT Material Item Description [3]	Quantity	Unit	Budgeted Cost ($)
4 thru143	Design, Right-of-Way & Permitting		25591	Design Services	1	LS	$ 1,800,000.00
145	Mobilization		100	Mobilization (Construction)	1	LS	$ 607,547.00
175 thru 243	Quality Assurance (QA) (Construction)		25593	Quality Assurance (QA) (Construction)	1	LS	$ 260,000.00
175 thru 243	Quality Control (QC) (Construction)		25593	Quality Control (QC) (Construction)	1	LS	$ 330,000.00
178	Clear and Grub		110	Clearing and Grubbing	1	LS	$ 200,000.00
177, 180, 198, 201, 202, 209, 220, 224, 228, 231, 235	Demolition of Pavement	F	24410	Demolition of Pavement	8295	SY	$ 165,900.00
182, 183, 190, 193, 203, 211, 229,	Regular Excavation	F	120	Regular Excavation	80383	CY	$ 2,572,256.00
184, 194, 205, 213, 221, 225, 232, 236	Underdrain UD-4		588	Underdrain UD-4	5461	LF	$ 76,454.00
226, 233	Curb		12030	CG-3	70	LF	$ 980.00
187, 197	Roadside improvements		13108	CG-12 Detectable Warning Surface	50	SY	$ 11,500.00
187, 197	Roadside improvements		13220	Hydraulic Cement Conc. Sidewalk 4"	402	SY	$ 12,060.00
187, 197, 207, 243	Roadside improvements		13320	Guardrail GR-2 (incl associated end Treatments)	1	LS	$ 205,000.00
212	Median Construction		13462	Median Barrier MB-7F	1233	LF	$ 97,407.00
212, 222, 233	Median Construction		21110	Concrete Median MS-1A	736	SY	$ 50,048.00
212, 226	Median Construction		21215	Median Strip MS-2	1820	LF	$ 49,140.00
219	Substructure Repairs		67904	Aggregate Material (No. 2 or No.3)	25	CY	$ 5,000.00
219	Substructure Repairs		67904	Prepare and Spot Coat Existing Structure Type B	20	SF	$ 1,500.00
219	Substructure Repairs		67904	Type B Patching (LMC-VE)	20	SY	$ 6,600.00
219	Substructure Repairs		67904	Crack Repairs (Piers) by Epoxy Injection	50	LF	$ 6,000.00
219	Substructure Repairs		67904	Crack Repairs (Abutments) by Epoxy Injection	365	LF	$ 43,800.00

Attachment 4.3.2

State Project 0286-029-947, PE101, RW201, C501, B623

SCHEDULE OF ITEMS

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Activity ID [1]	Work Package Description [2]	Fuel (F) or Price (P) Adjustment	VDOT Item Number [3]	VDOT Material Item Description [3]	Quantity	Unit	Budgeted Cost ($)
219	Substructure Repairs		67904	Concrete Substructure Surface Repair	50	SY	$ 12,500.00
219	Substructure Repairs		9150	Erosion Control Stone	2	TN	$ 800.00
239	Epoxy Conc. Overlay		67904	Epoxy Conc. Overlay	2882	SY	$ 8,646.00
228	Remove Existing Median NB Bridge Deck		67904	Remove Existing Median NB Bridge Deck	73	CY	$ 10,220.00
228, 229	1 1/2" Milling Median Area For Latex Overlay		67904	1 1/2" Milling Median Area For Latex Overlay	375	SY	$ 2,250.00
230	1 1/2" Latex Modified Concrete Very Early Strength		67904	1 1/2" Latex Modified Concrete Very Early Strength	375	SY	$ 38,250.00
230	1' 10' Wide 6" Thick Concrete Island Modification		67904	1' 10' Wide 6" Thick Concrete Island Modification	10	CY	$ 35,000.00
229	Prep Surface		67904	Reconstruct Deck Joints	4	EA	$ 220,000.00
229	Prep Surface		67904	Construct Approach Slab Btwn Existing Abut A	36	SY	$ 19,440.00
219	Substructure Repairs		67904	Clean and Paint all Bridge Bearings	1	LS	$ 18,000.00
219	Substructure Repairs		67904	Repair Concrete Slope Protection	121	SY	$ 14,520.00
229	Prep Surface		67904	Waterproofing Parapets & Substructure	1	LS	$ 36,465.00
181	Install Storm Drain		1242	24" Conc. Pipe	236	LF	$ 35,400.00
181	Install Storm Drain		1362	36" Conc. Pipe	888	LF	$ 137,640.00
181	Install Storm Drain		6240	24" End Section ES-1 or 2	3	EA	$ 4,500.00
181	Install Storm Drain		6360	36" End Section ES-1 or 2	2	EA	$ 4,000.00
181	Install Storm Drain		8194	Drop Inlet DI-10H (L=18')	13	EA	$ 80,600.00
226, 233	Curb, Median		8990	Drop Inlet DI-13 Ty. 2	2	EA	$ 11,200.00
226, 233	Curb, Median		1150	15" Corrugated Pipe PI-1	200	LF	$ 8,000.00
226, 233	Curb, Median		6150	15" Flared End Section ES-2	2	EA	$ 2,000.00
181	Install Storm Drain		9056	Manhole M-2	2	EA	$ 10,000.00
182	Excavate for SWM Pond		27548	SWM Riser Structure SWM-1	1	EA	$ 15,000.00
184, 191, 194, 205, 213, 221, 225, 232, 236	Cement-Stabilized Agg Base Mat, Type I, Size 21A	F	10017	Cement-Stabilized Agg Base Mat, Type I, Size 21A	7695	TN	$ 346,275.00

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State Project 0286-029-947, PE101, RW201, C501, B623

SCHEDULE OF ITEMS

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Activity ID [1]	Work Package Description [2]	Fuel (F) or Price (P) Adjustment	VDOT Item Number [3]	VDOT Material Item Description [3]	Quantity	Unit	Budgeted Cost ($)
187, 191, 197	Aggregate Base Material, Type I, size No. 21B	F	10128	Aggregate Base Material, Type I, size No. 21B	1286	TN	$ 43,724.00
242	Final Mill and Surface	F	10630	Type A Milling (4" Depth)	14000	SY	$ 56,000.00
242	Final Mill and Surface	F	10630	Type A Milling (2" Depth)	28000	SY	$ 84,000.00
242	Final Mill and Surface	F, P	10636	Asphalt Concrete Ty. SM-9.5D	6712	TN	$ 651,064.00
192	Shared Use Path Asphalt	F, P	10635	Asphalt Concrete Type, SM-9.5A	70	TN	$ 6,580.00
185, 195, 206, 214, 223, 227, 234, 238	Asphalt Base and Intermediate	F, P	10610	Asphalt Concrete Type, IM-19.0A	3641	TN	$ 331,331.00
185, 195, 206, 214, 223, 227, 234, 238	Asphalt Base and Intermediate	F, P	10642	Asphalt Concrete Type, BM-25.0A	6067	TN	$ 503,561.00
238	Asphalt Stabilized Open Graded Drainage Layer	F, P	10062	Asphalt Stabilized Open Graded Drainage Layer	219	TN	$ 21,681.00
243	Type B Class VI Pave. Line Marking 6"		54076	Type B Class VI Pave. Line Marking 6"	29623	LF	$ 103,680.50
243	Type B Class VI Pave. Line Marking 8"		54077	Type B Class VI Pave. Line Marking 8"	3000	LF	$ 13,470.00
243	Type B Class VI Pave. Line Markings 12"		54078	Type B Class VI Pave. Line Markings 12"	1500	LF	$ 10,560.00
243	Type B Class VI Pave. Line Marking 24"		54100	Type B Class VI Pave. Line Marking 24"	230	LF	$ 1,782.50
243	Pavement Marking Eradicate		54105	Pavement Marking Eradicate	89000	LF	$ 66,750.00
243	Snow Plowable Pavement Markers		54217	Snow Plowable Pavement Markers	375	EA	$ 9,375.00
210, 240, 248, 249	Signs (Overhead and Ground)		50108	Signs (Overhead and Ground)	1	LS	$ 670,000.00
175, 179, 199, 200, 208	Maintenance of Traffic		24265	Maintenance of Traffic	1	LS	$ 170,000.00
175, 179, 199, 200, 208	Portable Changeable Message Signs		24277	Portable Changeable Message Signs	4	EA	$ 92,000.00
175, 179, 199, 200, 208	Construction Signage		24160	Construction Signage	1200	SF	$ 19,200.00
175, 179, 199, 200, 208	Truck Mounted Attenuator Truck		24272	Truck Mounted Attenuator Truck	3520	HR	$ 172,480.00
175, 179, 199, 200, 208	Group 2 Drums		24278	Group 2 Drums	200	EA	$ 10,600.00

Attachment 4.3.2

State Project 0286-029-947, PE101, RW201, C501, B623

SCHEDULE OF ITEMS

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Activity ID [1]	Work Package Description [2]	Fuel (F) or Price (P) Adjustment	VDOT Item Number [3]	VDOT Material Item Description [3]	Quantity	Unit	Budgeted Cost ($)
175, 179, 199, 200, 208	Arrow Boards		24281	Arrow Boards	7040	HR	$ 21,120.00
175, 179, 199, 200, 208	Temporary Concrete Barrier		24290	Temporary Concrete Barrier	4440	LF	$ 115,440.00
175, 179, 199, 200, 208	Temporary Attenuator Service		13604	Temporary Attenuator Service	4	EA	$ 44,000.00
175, 179, 199, 200, 208	Temporary Pavement Markings - 4" Paint		54550	Temporary Pavement Markings - 4" Paint	59246	LF	$ 29,623.00
188, 189, 204	Structures - Retaining Walls	F	13556	Structures - Retaining Walls	1632	LF	$ 718,080.00
186, 196, 215, 216, 217, 218, 241	NS Lighting System (incl Electrical)		67270	NS Lighting System (incl Electrical)	1	LS	$ 770,000.00
176	NS Envir. Protection (incl Erosion & Sed. Control)		70520	NS Envir. Protection (incl Erosion & Sed. Control)	1	LS	$ 160,000.00

[1] Activity ID should correspond to the Activity ID provided in the Offeror's Proposal Schedule.

[2] Work Package Description should correspond to the Work Package designation included in the Offeror's Proposal Schedule.

[3] VDOT Item Number and Description should correspond to VDOT's Standard and Non-Standard Item Code Tables, as provided on VDOT's Construction (Scheduling and Contracts) webpage.

$12,468,000.00

VDOT
Virginia Department of Transportation

4.3.3
Monthly Payment Schedule

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company

Rolling Road - Proposal Forms

Cherry Hill Construction Inc. **12/12/2013**

Anticipated Monthly Progress Payments

Month		
1	$	156,000
2	$	156,000
3	$	156,000
4	$	156,000
5	$	156,000
6	$	156,000
7	$	156,000
8	$	156,000
9	$	156,000
10	$	156,000
11	$	60,000
12	$	60,000
13	$	60,000
14	$	558,738
15	$	1,347,647
16	$	1,350,192
17	$	1,019,659
18	$	1,019,659
19	$	613,340
20	$	453,676
21	$	605,546
22	$	605,546
23	$	426,026
24	$	426,026
25	$	426,026
26	$	426,026
27	$	1,247,749
28	$	202,142
	$	12,468,000.00

VDOT
Virginia Department of Transportation

4.3.4

Adjustments to Asphalt Fuel and Steel Prices (Attachments 6.3 (A-D))

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company

EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT
DESIGN-BUILD PROJECTS

August 9, 2013

All asphalt material listed in the attached "Master Listing of Asphalt Material Items Eligible for Price Adjustment" will be adjusted in accordance with the provisions as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. Any item added through a Work Order which contains Asphalt Material 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 Construction 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 Price Proposals 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. Calculations must be done for each type of Asphalt Material put in place each month, whether the Current Index is higher or lower than the Base Index. The calculation for the adjustment shall be shown as follows:

A = Q x %AC x IC

Where: A = Asphalt Adjustment Dollar Amount
Q = Quantity of Asphalt Material put in place during the month
%AC = % of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula
IC = Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

Example Calculation for Negative Price Adjustment (Credit back to VDOT):
7,500 Tons of SM-12.5A put in place during the month (Q), Job Mix is 6.1% Asphalt Cement for SM-12.5A (%AC), Base Index for the Contract is $515/Ton, Current Index is $500/Ton, Difference of - $15.00/Ton (IC)

7,500 Tons SM-12.5A x 6.1% x - $15.00/Ton = - $6,862.50 Adjustment Amount

Example Calculation for Positive Price Adjustment (Paid to the Design-Builder):
10,000 Tons of BM-25.0A put in place during the month (Q), Job Mix is 5.2% Asphalt Cement for BM-25.0A (%AC), Base Index for the Contract is $515/Ton, Current Index is $560/Ton, Difference of + $45.00/Ton (IC)

10,000 Tons BM-25.0A x 5.2% x $45.00/Ton = + $23,400.00 Adjustment Amount

Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, 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. Items the Design-Builder claims in its application of payment for asphalt adjustments must include supporting calculations certified by the Quality Assurance Manager (QAM). These calculations must be completed relative to the calendar month under which the work was performed and shall be submitted for either positive or negative 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.

VIRGINIA DEPARTMENT OF TRANSPORTATION

MASTER LISTING OF

ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT

(10-27-09)

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10420	Blotted Seal Coat Ty. B	Sy	ATTD
10422	Blotted Seal Coat Ty. C	Sy	ATTD
10423	Blotted Seal Coat Ty. C-1	Sy	ATTD
10424	Blotted Seal Coat Ty. D	Sy	ATTD
10598	Ns Asphalt Concrete	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	317
10701	Liquid Asphalt Coating	Sy	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	Sy	ATTD
16120	Emul. Asph. Slurry Seal Type B	Sy	ATTD
16130	Emul. Asph. Slurry Seal Type C	Sy	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A

16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type Ii	Ton	ATTD
16504	Surf.Preparation & Restoration Type Iii	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

Exhibit 6.3(b)

Form C-16a
August 9, 2013

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
ASPHALT PRICE ADJUSTMENT (PG76-22 or PG 70-28)
DESIGN-BUILD PROJECTS

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items containing PG 76-22 or PG 70-28 is being utilized on the project.

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b. price of $ 698.00 per **IMPERIAL** ton for **PG 76-22 or PG 70-28**. This quote is project specific.

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 76-22 or PG 70-28 shall be maintained by the Design-Builder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

DATE: ~~11/6/13~~ 12/12/13 BB

SIGNATURE: [signature]

Bernard P. Beauchemin, V.P. Estimating

Cherry Hill Construction, Inc.
(Firm or Corporation)

C090
(Vendor No.)

EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011
(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: ~~11/6/13~~ 12/12/13 BB

Signature: _____
Bernard P. Beauchemin, V.P. Estimating

Design-builder: Cherry Hill Construction, Inc.

Vendor No.: C090

EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

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

June 30, 2011

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

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

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

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

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

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

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

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

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

Price increase/decrease will be computed as follows:

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

Where;

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

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

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

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

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

FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

(All prices to be supported by project-specific quotes)

DATE FOR RECEIPT OF PRICE PROPOSAL ~~11/6/13~~ 12/12/13 BB

Note: All prices (costs) are to include any surcharges on materials quoted. Vendors must include this surcharge with their cost. All prices (costs) are F.O.B. from the originating mill.

Item Number	Item Description	Quantity	Unit	Unit Price	Supplier	Date of Quote
N/A						

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

Design-Builder

Bernard P. Beauchemin, V.P. Estimating
Cherry Hill Construction, Inc.

12/12/13
~~11/6/13~~ BB
Date

Sample Calculation of a Price Adjustment (increase)

Project bid on April 28, 2004.

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

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

*free on board

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

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

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

Adjustment formula is as follows:

A = B X P X 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 lb.

A = 0.2816 x 0.054 x 450,000

A = $6,842.88 pay adjustment to Design-Builder

Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

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

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

*free on board

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

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

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

Adjustment formula is as follows:

A = B X P X 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 lb.

A = 0.2816 x 0.030 x 450,000

A = $3,801.60 credit to Department

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

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

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

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

___I elect to use this provision

✓ I elect not to use this provision

Date: 12/12/13

Signature: [signature]

Design-Builder: CHERRY HILL CONSTRUCTION, INC.

Vendor No.: C090

VDOT
Virginia Department of Transportation

4.3.5
Proposal Guaranty (Form C-24)

4.3.5
Proposal Guaranty
(Forms C-24)

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company

Form C-24
Rev. 7-6-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE Cherry Hill Construction, Inc. 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 31st Day of October, 20 13

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

PROJECT NUMBER: State Project No.: 0286-029-947, PE101, RW201, C501, B623 Federal Project No.: STP-5A01(223) Contract No. C00100391DB61 - Rolling Road/Franconia-Springfield Parkway Interchange Improvements

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.

Cherry Hill Construction, Inc.
(Principal*)

By: _____
(Officer, Partner or Owner) (Seal)
Bernard P. Beauchemin, V.P. Estimating

_____
(Principal*)

By: _____
(Officer, Partner or Owner) (Seal)

_____
(Principal*)

By: _____
(Officer, Partner or Owner) (Seal)

Travelers Casualty and Surety Company of America
(Surety Company)

By: _____
Nicole Roy (Attorney-in-Fact**) (Seal)

c/o Alliant Insurance Services, Inc.
131 Oliver Street, 4th floor, Boston, MA 02110
(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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

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. 226979

Certificate No. 005581423

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

Michael J. Cusack, John J. Gambino, Nicole Roy, Natalie Coneys, Donald H. McCarter, Sandra C. Lopes, Jean M. Feeney, and Nicholas Labbe

of the City of Boston, State of Massachusetts, 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 31st day of July, 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: _____
Robert L. Raney, Senior Vice President

On this the 31st day of July, 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.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 20 13.

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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

VDOT
Virginia Department of Transportation

4.3.6

Sworn Statement Forms (Forms C-104 – C-105)

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company

Form C-104
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: 0286-029-947, PE101, RW201, C501, B623

FHWA: STP-5A01(223)

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 FOLLOWIN G STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HA VING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY U NDER 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 Howard Co., Jessup, Maryland, this ~~6th~~ 12th BB day of ~~November~~ Dec. BB, 20 13
County (City), STATE

Cherry Hill Construction, Inc. By: _____ Bernard P. Beauchemin
(Name of Firm) (Signature) Title (print) Vice President, Estimating

STATE of Maryland COUNTY (CITY) of Anne Arundel
To-wit:

I Darlene E. Armstrong, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Bernard P. Beauchemin 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 ~~6th~~ 12th DA day of ~~November~~ Dec. DA, 20 13

Darlene E. Armstrong My Commission expires 9/13/15
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)

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:0286-029-947, PE101, RW201, C501, B623

FHWA: STP-5A01(223)

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
MTBMA	Glen Burnie, Maryland
NUCU	Washington, DC

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

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

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

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

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

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

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

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

(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

See Attachment following this page

(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 Howard Co., Jessup, MD, this ~~6th~~ 12th BB day of ~~November~~ Dec. BB, 20 13
County (City), STATE

Cherry Hill Construction, Inc. — By: [signature] — Bernard P. Beauchemin, V.P. Estimating
(Name of Firm) — (Signature) — Title (print)

STATE of Maryland — COUNTY (CITY) of Anne Arundel
To-wit:

I Darlene E. Armstrong, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Bernard P. Beauchemin 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 ~~6th~~ 12th DA day of ~~November~~ Dec. DA, 20 13

Darlene E. Armstrong — My Commission expires 9/13/15
Notary Public

Tutor-Saliba-Perini, Joint Venture ("TSP") v. Los Angeles County Metropolitan Transportation Authority ("LAMTA") (LASC Case No. BC123559)

In 1995 TSP brought suit on behalf of it and its subcontractors against the Los Angeles Metropolitan Transit Authority (LAMTA) to recover for added costs for extra work and delays. In 1998 when TSP's case was past the original date set for trial, the case was assigned to a new judge and the LAMTA for the first time filed a cross-complaint against TSP alleging among other things, false claims. A trial resulted in a verdict for the LAMTA after TSP's case was in effect terminated for discovery issues during litigation. TSP appealed and the original judgment in favor of LAMTA was overturned on appeal. The case was remanded to a new judge for handling and trial. In 2006, a jury returned a verdict against TSP for 2 false claims arising out of a subcontractor change order that had been approved by the LAMTA after a favorable decision by the LAMTA's Disputes Review Board. That change order was for approximately $111,000, which was approved in 1994, approximately nineteen (19) years ago. The remainder of the TSP's claims resulted in a net recovery in favor of TSP and against LAMTA in the amount of $3,015,362.36, which was included in a judgment signed by the court in 2011. Both parties have appealed prior rulings on the case including an appeal by TSP of the tunnel handrail verdict. MTA's withdrawals of its claims are permanent and are not subject to appeal by MTA. The appeal briefs are being filed (in 2013) and the appeal is expected to take one year to two years to conclude.

VDOT
Virginia Department of Transportation

4.3.7

DBE Requirement Forms (Forms C-111 – C-112)

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company

Form C-111
Rev. 2-15-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0286-029-947, PE101, RW201, C501, B623

FHWA NO. STP-5A01(223)

*** * * 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 14 %

PERCENT ATTAINED BY BIDDER 14.30 %

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
TAVARES Concrete Company, Inc.	626436 S	Concrete work	$312,200.00
DMY Engineering Consultants, Inc.	DB2011-0012-2014 S	Engineering, Inspection + Testing	$337,176.00
Quinn Consulting Services, Inc.	626289 S	Quality Assurance Services	$199,808.00
LOPEZ Trucking II LLC	653570 H	Trucking	$936,600.00
		TOTAL	$ 1,785,784.00

TOTAL CONTRACT VALUE $ ~~12,488,000.00~~ 12,468,000.00 BB x REQUIRED DBE 14 % = $ ~~1,748,320.00~~ $1,745,520.00 BB

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.

Cherry Hill Construction, Inc. — BIDDER

BY [signature] — SIGNATURE

Bernard P. Beauchemin, V.P. Estimating — TITLE

BY ~~11/6/13~~ 12/12/13 BB — DATE

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

Project No.: 0286-029-947, PE101, RW201, C501, B623

Federal Project No.: STP-5A01(223)

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 Cherry Hill Construction, Inc.

By: _____ Signature — Vice President Estimating, Title

Bernard P. Beauchemin

Date: 12/12/13

First Tier Subcontractor if Applicable Johnson, Mirmiran & Thompson, Inc.

By: _____ Signature — Vice President, Title

Date: 10/31/2013

Second Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

DBE Contractor DMY Engineering Consultants, LLC

By: W. Hamid Vice President
Signature Title

Date: 10/22/2013

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

Project No.: 0286-029-947, PE101, RW201, C501, B623

Federal Project No.: STP-5A01(223)

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

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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: Cherry Hill Construction, Inc.

By: _____ Signature — Vice President Estimating, Title

Bernard P. Beauchemin — Date: 12/11/13

First Tier Subcontractor if Applicable: TAVARES CONCRETE COMPANY, INC.

By: _____ Signature — Title

Date: 12/10/2013

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 Title

Date: 12/10/2013

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

Project No.: 0286-029-947, PE101,RW201,C501,B623

Federal Project No.: STP-5A01(223)

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

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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 Cherry Hill Construction, Inc.

By: _____ Signature

Bernard P. Beauchemin, VP Estimating
Title

Date: 12/11/13

First Tier Subcontractor if Applicable Lopez Trucking II LLC

By: _____ Signature

PRESIDENT
Title

Date: 12/05/13

Second Tier Subcontractor if Applicable _____

By: _____ Signature _____ Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ Signature _____ Title

Date: _____

DBE Contractor Lopez Trucking II LLC DBE #653570

By: _____ Signature PRESIDENT Title

Date: 12-05-13

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

Project No.:

Federal Project No.:

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

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

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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 Cherryhill Construction, Inc.

By: _____ Signature

Vice President Estimating
Title

Bernard P. Beauchamin

Date: 12/12/13

First Tier Subcontractor if Applicable Quinn Consulting Services, Inc.

By: _____ Signature

President
Title

Date: December 11, 2013

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: Elizabeth Quinn President
Signature Title

Date: December 11, 2013

8211 Washington Boulevard
Jessup, MD 20794-0356
P. 410.799.3577
F. 410.799.5483
gandricos@chconstr.com
www.cherryhillconstruction.com

CHERRY HILL
CONSTRUCTION INC.
A Tutor Perini Company