VDOT

PRICE PROPOSAL

I-264 Pavement Rehabilitation

From: Railroad Bridge West of Witchduck Road (East Abutment)
To: Parks Avenue

A Design-Build Project

Virginia Beach, Virginia

State Project No.: 0264-134-799, 0264-134-121, N5
Federal Project No.: IM-2646(105) & IM-5A03(57
Contract ID Number: C00104331DB

Proposal Submitted by:

LANE VHB

October 15, 20

LANE

October 15, 2013

Bill Arel, P.E.
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219

RE: **I-264 Pavement Rehabilitation**
State Project No.: 0264-134-799, 0264-134-121, N501
Federal Project No.: IM-264-6(105) & IM-5A03(574)
Contract ID Number: C00104331DB67

Dear Mr. Arel:

The Lane Construction Corporation (LANE) is pleased to offer our Price Proposal for the above referenced Design-Build project. Our response contains all information requested in the RFP and subsequent Addenda. LANE is teamed with Vanasse Hangen Brustlin, Inc. (VHB) as the Lead Design Consultant, providing VDOT a team with a reputation for completing complex projects on time, and within budget. Our team's experience enables us to deliver the high quality and technically-sound projects that VDOT expects and deserves.

The LANE team appreciates the opportunity to submit on this critically important project. We look forward to partnering with the Department to successfully execute and deliver this project for the citizens of Virginia.

Should you have any questions, you may contact me at our Chantilly office by phone at (703) 222-5670 or by e-mail at RAMcdonough@laneconstruct.com.

Respectfully,

Richard A. McDonough
District Manager
The Lane Construction Corporation

The Lane Construction Corporation
Mid-Atlantic Regional Office
14500 Avion Parkway, Suite 200, Chantilly, VA 20151 USA T 703.222.5670 F 703.222.5960
LaneConstruct.com
An Equal Opportunity Employer M/F/D/V

Form C-78-RFP

ATTACHMENT 3.5

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00104331DB67

PROJECT NO.: 0264-134-799, 0264-134-121, N501

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

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

1. Cover letter of RFP: July 30, 2013
   (Date)
2. Cover letter of Addendum #1: September 27, 2013
   (Date)
3. Cover letter of Addendum #2: October 4, 2013
   (Date)
4. Cover letter of Addendum #3: October 11, 2013
   (Date)

SIGNATURE

October 16, 2013
DATE

Richard A. McDonough District Manager
PRINTED NAME AND TITLE

ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: I-264 Pavement Rehabilitation

Contract ID Number: C00104331DB67

➢ Contents of Price Proposal:

- [X] **Proposal Price, in both numbers and words (Attachment 4.8.1)**
- [X] **Schedule of Values itemized in accordance with Part 1, Section 4.8.3, including material quantities and costs of each proposed work package**
- [X] **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 4.8.4**
- [X] **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)**
- [X] **Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
- [X] **Sworn Statement Forms (C-104, C-105, Attachments 4.8.7(a) and 4.8.7(b))**
- [X] **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))**
- [X] **CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**

The LANE Construction Corporation

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	$ 1,000,000.00
Mobilization (Construction), LS	$ 2,250,000.00
Quality Assurance (QA) (Construction), LS	$ 1,400,000.00
Quality Control (QC) (Construction), LS	$ 900,000.00
Roadway Incidentals, LS	$ 11,809,524.50
Drainage (Structures), LS	$ 159,420.00
Utilities, LS	$ 1,158,775.00
Pavement, LS	$ 21,509,730.00
Thin Hot Mix Asphalt (THMACO), LS	$ 5,436,480.00
Hydraulic Concrete Patching, LS	$ 10,152,744.25
Permanent Traffic Control/Signage, LS	$ 2,866,771.25
Maintenance of Traffic, LS	$ 2,333,630.00
All Others Costs, LS	$ 103,500.00

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): SIXTY-ONE MILLION, EIGHTY THOUSAND, FIVE HUNDRED SEVENTY-FIVE DOLLARS, ZERO CENTS ($ 61,080,575.00)

Signature: R.A. McDonough, District Manager Date: October 16, 2013

Design-Builder: The LANE Construction Corporation

Vendor No.: L 002

Attachment 4.3.2
State Project (FO) 0264-134-799, 0264-134-121, N501

SCHEDULE OF ITEMS

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

Date: 10/16/2013

VDOT Item Code [1]	Item Description	Fuel (F) or Asphalt Price (P) Adjustment	Approximate Quantity	Units[1]	Budgeted Cost ($)
00104	Design Services		1	LS	$ 1,000,000.00
00100	Mobilization (Construction)		1	LS	$ 2,250,000.00
25593	Quality Assurance (Construction)		1	LS	$ 1,400,000.00
25595	Quality Control (Construction)		1	LS	$ 900,000.00
00101	Construction Survey		1	LS	$ 95,000.00
27451	Inlet Protection, Type A		15	EA	$ 4,500.00
27461	Inlet Protection, Type B		265	EA	$ 99,375.00
00126	Earthwork	F	1	LS	$ 185,000.00
10128	Aggr. Base Matl. Ty. I No. 21B	F	800	TN	$ 80,000.00
10700	Rumble Strip, Asphalt		138000	LF	$ 20,700.00
10701	Liq. Asph. Coating (Rumble Strip)	P	138000	LF	$ 20,700.00
10703*	High-Friction Surface Treatment	P	51500	SY	$ 1,184,500.00
13462	NS MB-7F Precast Slotted Barrier (RESET)		18882	LF	$ 1,132,920.00
13462	NS MB-7F CIP Slotted Barrier (REPAIR)		1798	LF	$ 158,224.00
13460	NS MB-7D PC Barrier - J-J Hook (RESET)		2483	LF	$ 39,728.00
13495	NS MB-10A PC Barrier (RESET)		2880	LF	$ 21,600.00
13460	NS MB-7D (REPAIR)		43510	LF	$ 3,915,900.00
13460	NS MB-7D @ Drainage Inlets (REPAIR)		1675	LF	$ 301,500.00
13486	NS MB-8A, Type II (REPAIR)		4000	LF	$ 640,000.00
13486	NS MB-8A, Type II @ DI (REPAIR)		223	LF	$ 50,175.00
13462	NS MB-7F (CIP Single Face) (REPAIR)		6500	LF	$ 481,000.00
12322	MC-3B Asphalt Curb	P	35864	LF	$ 1,075,920.00
24600	Remove Existing Guardrail		91110	LF	$ 250,552.50
13320	Guardrail GR-2		465	LF	$ 7,905.00
13320	Guardrail GR-2 - Salvage Exist.		90000	LF	$ 1,575,000.00
13323	Guardrail GR-2A - Salvage Exist.		700	LF	$ 18,200.00
13383	GR-FOA-1, Ty. 1		30	EA	$ 60,000.00
13384	GR-FOA-1, Ty. 2		25	EA	$ 11,875.00
13392	GR-FOA-2, Ty. 1		75	EA	$ 146,250.00
13393	GR-FOA-2, Ty. 2		70	EA	$ 33,250.00
13345	Alt. Breakaway Cable Term. (GR-9)		65	EA	$ 76,375.00
13347	Guardrail Terminal GR-7		35	EA	$ 73,500.00
13355	Guardrail GR-10		1125	LF	$ 29,250.00
13315	Guardrail Terminal GR-11		25	EA	$ 20,625.00
08516	DI-14B Ty. 1 L=18'		1	EA	$ 3,250.00
08513	DI-14B Ty. 1 L=12'		2	EA	$ 6,200.00
06749	DI-2B L=8'		3	EA	$ 12,900.00
06240	24" End Section ES-1		2	EA	$ 2,550.00
02112*	24" End Wall EW-1		1	EA	$ 1,350.00
09150	Eros. Stone EC-1 CL 1 Ty. A		18	TON	$ 2,520.00
24831	NS Adjust Exist. Drop Inlet DI-1		4	EA	$ 9,800.00
24831	NS Adjust Exist. Drop Inlet DI-3B, L=10'		30	EA	$ 64,500.00
24831	NS Adjust Exist. Drop Inlet DI-2B, L=10'		5	EA	$ 10,750.00
24831	NS Modify DI-10 Mod Type I & II Thoat		2400	LF	$ 45,600.00
00598*	8" Trench Drain		5904	LF	$ 915,120.00
01122	12" Concrete Pipe		144	LF	$ 15,840.00
00529	Flowable Backfill		2	CY	$ 380.00

Attachment 4.3.2
State Project (FO) 0264-134-799, 0264-134-121, N501

SCHEDULE OF ITEMS

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

Date: 10/16/2013

VDOT Item Code [1]	Item Description	Fuel (F) or Asphalt Price (P) Adjustment	Approximate Quantity	Units[1]	Budgeted Cost ($)
01246	Storm Sewer Pipe 24"		111	LF	$ 9,435.00
01241	Jacked & Bored 24" Pipe		218	LF	$ 218,000.00
10625	Flx. Pav. Tie-in Planing 0"-2"	F P	20070	SY	$ 150,525.00
10634	Rigid Pav. Tie-in Planing 0"-2"	F P	43866	SY	$ 438,660.00
10655	Stone Matrix Asph. SMA-19.0 (76-22)	F P	82453	TN	$ 10,306,625.00
10653	Stone Matrix Asph. SMA-12.5 (76-22)	F P	56231	TN	$ 7,591,185.00
10610	Asphalt Conc Ty. IM-19.0A	F P	22085	TN	$ 1,656,375.00
10607	Asphalt Conc Ty. SM-12.5A	F P	15790	TN	$ 1,326,360.00
10607	Asphalt Widening	F P	400	TN	$ 40,000.00
16325	NS Asphalt Concrete THMACO	F P	33978	TN	$ 5,436,480.00
11181	Patch. Hydr. Cem. Conc. Pave.	F	46200	SY	$ 7,392,000.00
11185	Resealing Longitudinal Joints		531640	LF	$ 2,312,634.00
11184	Resealing Transverse Joints		256063	LF	$ 448,110.25
54076	Pavement Marking Ty. B CL VI 6"		385000	LF	$ 1,463,000.00
54077	Pavement Marking Ty. B CL VI 8"		23900	LF	$ 119,500.00
54078	Pavement Marking Ty. B CL VI 12"		7950	LF	$ 71,550.00
54080	Pavement Marking Ty. B CL VI 24"		2550	LF	$ 40,800.00
54105	Eradication of Exist. Pavement Markings		384000	LF	$ 172,800.00
54106	Eradication of Exist. Nonlinear Pavement Markings		6650	SF	$ 43,225.00
54210	Remove Raised Pave. Marker		5000	EA	$ 110,000.00
54217	Snow Plow. Raised Pave. Mark. Asph. Conc.		5450	EA	$ 152,600.00
54300	Pave. Mess. Mark., Ty. B CL VI, Elong. Arrow Sing.		8	EA	$ 3,320.00
54400	Pave. Mess. Mark., Ty. B CL VI, "ONLY"		6	EA	$ 3,210.00
54406	Pave. Mess. Mark., Ty. B CL VI, "HOV Diamond"		34	EA	$ 24,310.00
54408	Pave. Mess. Mark., Ty. B CL VI, "Shld. Lane"		20	EA	$ 36,000.00
50108	Sign Panel		6602	SF	$ 198,060.00
50430	Sign Post STP - 1 2"		1476	LF	$ 14,760.00
50432	Sign Post STP - 1 2-3/16"		840	LF	$ 9,240.00
50434	Sign Post STP - 1 2-1/2"		2316	LF	$ 31,266.00
50404	Sign Post Steel 4"		512	LF	$ 31,744.00
50412	Sign Post Steel 12"		36	LF	$ 3,240.00
50490	Conc. Found. STP-1		312	EA	$ 132,600.00
50502	Conc. Found. 1'-9" x 4'x6"		32	EA	$ 27,200.00
50512	Conc. Found. 2'-9" x 5'x0"		2	EA	$ 3,150.00
50600	Remove Exist. Signs		331	EA	$ 66,200.00
50610	Relocate Exist. Signs		54	EA	$ 23,490.00
55120	14/1 Enclosed Conductor Cable		1885	LF	$ 2,356.25
51910	Saw Cut		615	LF	$ 6,150.00
13600*	Repair Impact Attenuators		7	EA	$ 77,000.00
54550	Const. Pave. Marking Ty. F CL I 4"		941000	LF	$ 310,530.00
54553	Const. Pave. Marking Ty. F CL I 6"		53750	LF	$ 21,500.00
54562	Const. Pave. Marking Ty. F CL I 24"		60	LF	$ 600.00
24160	Construction Signs		1	LS	$ 27,000.00
50009	MOT Service Crew		1	LS	$ 1,500,000.00
62116	Traf. Barr. Ser. Conc. Double Face		6000	LF	$ 312,000.00
13611	Impact Attenuator Ser. Type I		18	EA	$ 72,000.00
24279	Port. Changeable Mess. Sign		1	LS	$ 90,000.00

Attachment 4.3.2
State Project (FO) 0264-134-799, 0264-134-121, N501

SCHEDULE OF ITEMS

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

Date: 10/16/2013

VDOT Item Code [1]	Item Description	Fuel (F) or Asphalt Price (P) Adjustment	Approximate Quantity	Units[1]	Budgeted Cost ($)
25507	Engineer's Field Office Type III		23	MO	$ 103,500.00
	TOTAL BID				$ 61,080,575.00

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

*Designates that item is typcially part of the corresponding VDOT standard bid item

The Lane Construction Corporation			I-264 Pavement Rehabilitation Design-Build	
90 Fieldstone Court			Project No. 0264-134-799, 0264-134-121, N501	
Cheshire, CT 06410			Proposed Monthly Payment Schedule	
			Bid Date: October 15, 2013	
Month	Year		Monthly Draw	Cumulative Draw
January	2014		$ 150,000	$ 150,000
February	2014		$ 150,000	$ 300,000
March	2014		$ 288,000	$ 588,000
April	2014		$ 3,067,000	$ 3,655,000
May	2014		$ 4,245,000	$ 7,900,000
June	2014		$ 4,361,000	$ 12,261,000
July	2014		$ 2,454,000	$ 14,715,000
August	2014		$ 2,612,000	$ 17,327,000
September	2014		$ 3,206,000	$ 20,533,000
October	2014		$ 3,220,000	$ 23,753,000
November	2014		$ 1,226,000	$ 24,979,000
December	2014		$ 1,100,000	$ 26,079,000
January	2015		$ 2,253,000	$ 28,332,000
February	2015		$ 1,779,000	$ 30,111,000
March	2015		$ 2,468,000	$ 32,579,000
April	2015		$ 3,843,000	$ 36,422,000
May	2015		$ 4,282,000	$ 40,704,000
June	2015		$ 4,266,000	$ 44,970,000
July	2015		$ 3,776,000	$ 48,746,000
August	2015		$ 3,764,000	$ 52,510,000
September	2015		$ 4,602,000	$ 57,112,000
October	2015		$ 3,941,000	$ 61,053,000
September	2015		$ 20,000	$ 61,073,000
October	2015		$ 7,575	$ 61,080,575

EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT
DESIGN-BUILD PROJECTS

June 30, 2011

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

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

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

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

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

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

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

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

X I elect to use this provision

__ I elect not to use this provision

Date: October 16, 2013

Signature: [signature]

Design-builder: The LANE Construction Corp.

Vendor No.: L 002

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: 0264-134-799, 0264-134-121, N501

DISTRICT: Norfolk District

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of $ 579.50 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 $ 670.00 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.

X I elect to use this provision
__ I elect not to use this provision

DATE: October 16, 2103

SIGNATURE: [illegible]

The LANE Construction Corporation
(Firm or Corporation)

L 002
(Vendor No.)

EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011

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

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

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

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

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

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

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

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

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

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

Q = Quantity of individual units of work
F = Appropriate fuel factor

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

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

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

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

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

X I elect to use this provision

__ I elect not to use this provision

Date: October 16, 2103

Signature: RAMcS

Design-builder: The LANE Construction Corp.

Vendor No.: L 002

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 October 16, 2013

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

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.

The LANE Construction Corporation
Design-Builder

October 16, 2013
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

X I elect not to use this provision

Date: October 16, 2013

Signature: [illegible]

Design-Builder: The LANE Construction Corporation

Vendor No.: L 002

Form C-24
Rev. 7-6-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

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

SIGNED, sealed and dated this 8th Day of October, 20 13

WHEREAS, the above said principal is herewith submitting its proposal for: I-264 Pavement Rehabilitation Project

PROJECT NUMBER: Stat# 0264-134-799, 0264-134-121, N501; Contract ID: C00104331DB67

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.

The Lane Construction Corporation
(Principal*)

By: Jim M. Ferrell
(Officer, Partner or Owner) (Seal)

JIM M. FERRELL
EXEC. VICE PRESIDENT
& CFO

(Principal*)

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

(Principal*)

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

Fidelity and Deposit Company of Maryland
(Surety Company)

By: Theresan E. Rowedder
(Attorney-in-Fact**) (Seal)
Theresan E. Rowedder

One Federal Street, 20th Floor, Boston, MA 02110
(Address)

By: Liberty Mutual Insurance Company
(Surety Company)

Theresan E. Rowedder
(Attorney-in-Fact**) (Seal)
Theresan E. Rowedder

By: One Federal Street, 20th Floor, Boston, MA 02110
(Address)

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

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

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

**Attach copy of Power of Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin A. WHITE, Mark P. HERENDEEN, Jean CORREIA, Maria CHAVES, Theresan E. ROWEDDER, Bryan HUFT, Jeffrey HENDRICKS and Jane GILSON, all of Boston, Massachusetts, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 30th day of May, A.D. 2013.

ATTEST:

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

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 30th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 063-0474

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8TH day of OCTOBER, 2013.

Geoffrey Delisio

Geoffrey Delisio, Vice President

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

Certificate No. 6146350

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian Driscoll; Bryan Huft; Jane Gilson; Jean Correia; Jeffrey Hendricks; Kevin A. White; Maria Chaves; Mark P. Herendeen; Theresan E. Rowedder

all of the city of Boston, state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of May, 2013.

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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 31st day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

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

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

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

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8TH day of OCTOBER, 2013.

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

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

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

90 Fieldstone Court
Cheshire, CT 06410-1212
203-235-3351
203-237-4260 Fax
www.laneconstruct.com

Resolution unanimously approved by the Board of Directors of The Lane Construction Corporation effective February 5, 2013:

VOTED: That effective February 5, 2013, rescinding all previous authorizations, the following be and hereby are authorized to sign proposals and bid bonds on behalf of this Corporation:

R. E. Alger, President & Chief Executive Officer
D. P. Dobbs, Executive Vice President Administration & Secretary
J. M. Ferrell, Executive Vice President & Chief Financial Officer
K. D Junco, Chief Operating Officer & Executive Vice President
D. F. Benton, Executive Vice President Operations
M. M. Cote, Executive Vice President & Chief Development Officer
J. S. Cruickshank, Executive Vice President & General Counsel
V. J. Caiola, Vice President, CIO, Treasurer & Assistant Secretary
A. M. Falsey, Tax Director, Assistant Treasurer & Assistant Secretary
M. L. Johnson, Vice President & Chief Marketing Officer
J. P. Lark, Vice President Pursuits P-3 & Alternative Financing
D. J. Rankin, Vice President Pursuits Design Build & JV Bid Build
M. R. Hindt, Regional Vice President Mid-South Region & Assistant Secretary
J. O. Hughes, Regional Vice President Southeast Region & Assistant Secretary
L. G. Hurley, Regional Vice President South Central Region & Assistant Secretary
S. A. Leach, Regional Vice President Northeast Region & Assistant Secretary
M. A. Schiller, Regional Vice President Mid-Atlantic Region & Assistant Secretary
T. R. Larson, Assistant Vice President, Engineering
M. J. Tomkalski, Assistant Vice President & Controller
G. A. Hassfurter, Regional District Manager
R. A. Bean, District Manager
M. C. Cuilik, District Manager
C. M. Curran, District Manager
G. F. Jerabek, District Manager
R. P. Lane, District Manager
D. A. Luzier, District Manager
J. P. McLear, District Manager
D. S. Mason, Jr., District Manager
D. B. O'Connor, District Manager
R. L. Portley, District Manager
K. K. Prince, District Manager
R. E. Spencer, District Manager
W. H. Tomlinson, District Manager
J. G. Brown, Assistant District Manager
K. P. Cates, Assistant District Manager
C. E. DuBois, Assistant District Manager
D. J. Eudy, Assistant District Manager
J. E. Kristensen, Assistant District Manager
P. J. Paul, Assistant District Manager
D. J. Phillips, Assistant District Manager
E. G. Ritchie, Assistant District Manager
J. F. Roddy, Assistant District Manager
J. S. Seybert, Assistant District Manager
J. A. Sherman, Assistant District Manager
D. W. Grey, Pursuit Manager
R. A. McDonough, Pursuit Manger
R. Burton, Senior Plant Manager
D. A. Hoyt, Senior Plant Manager

I hereby certify that the above is a true copy of the Resolution unanimously approved by the Board of Directors of The Lane Construction Corporation effective February 5, 2013, and that the above vote has not been rescinded and stands in full force and effect as of this date.

THE LANE CONSTRUCTION CORPORATION

October 9, 2013
Date

Secretary

October 9, 2013
Date

State of Connecticut
County of New Haven

Personally appeared before me, Donald P. Dobbs, Secretary, and made oath that the above is a true copy of the February 5, 2013 meeting minutes of the Board of Directors of The Lane Construction Corporation.

Patricia A. Delekta, Notary Public
My Commission Expires July 31, 2014

ATTACHMENT 11.8.6(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0264-134-799, 0264-134-121, N501

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

	October 16, 2013	District Manager
Signature	Date	Title

The LANE Construction Corporation

Name of Firm

Form C-104
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: 0264-134-799, 0264-134-121, N501

FHWA: IM-264-6(105) & IM-5A03(574)

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 Fairfax County, VA, this 16th day of October, 20 13
County (City), STATE

The LANE Construction Corporation — By: [signature] — District Manager
(Name of Firm) — (Signature) — Title (print)

STATE of Virginia — COUNTY (CITY) of Fairfax County
To-wit:

I Michael L. Howes, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day R. A. McDonough 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 16th day of October, 20 13

[signature] — My Commission expires May 31, 2016
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)

MICHAEL L. HOWES
Notary Public
Commonwealth of Virginia
119749
My Commission Expires May 31, 2016

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: 0624-134-799, 064-134-121, N501

FHWA: IM-264-6(105) & IM-5A03(574)

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
VTCA	Richmond, VA
ARTBA	Washington, DC
AGC of America	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;

   (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 County, VA, this 16 day of October, 20 13
County (City), STATE

The LANE Construction Corporation — By: [signature] — District Manager
(Name of Firm) — (Signature) — Title (print)

STATE of Virginia — COUNTY (CITY) of Fairfax County
To-wit:

I Michael L. Howes, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day R.A. McDonough 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 16th day of October, 20 13

[signature]
Notary Public

My Commission expires May 31, 2016

MICHAEL L. HOWES
Notary Public
Commonwealth of Virginia
119749
My Commission Expires May 31, 2016

Form C-111
Rev. 2-15-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0264-134-799, 0264-134-121, N501

FHWA NO. IM-264-6(105) & IM-5A03(574)

*** * * 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 12 %

PERCENT ATTAINED BY BIDDER 12.24 %

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
See attached listing			
		TOTAL	**$**

TOTAL CONTRACT VALUE $ 61,080,575.00 x REQUIRED DBE 12 % = $ 7,329,669.00

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

The LANE Construction Corporation
BIDDER

BY Kenneth K. Prince
SIGNATURE

District Manager
TITLE

BY October 16, 2013
DATE

The LANE Construction Corporation
90 Fieldstone Court
Cheshire, CT 06410

I-264 Pavement Rehabilittation
Project No. 0264-134-799, 0264-134-121, N501
Virginia Beach, Virginia

DBE PROGRAM

Contract Total $ 61,080,575.00 DBE Required 12% REQUIRED DBE $$ $ 7,329,669.00

Firm Name	Used As	DMBE Certification No.	Type of Work	Item Numbers	Total Anticipated Contract	Allowable Credit Percentage	DBE Amount	DBE %
Spivey Pavement Markings	Sub	653887	Pavement Marking	54076, 54077, 54078, 54080, 54105, 54106 and others	$ 2,190,000.00	100%	$ 2,190,000.00	3.59%
Tavares Concrete Co., Inc.	Sub	626436	Furnish and Install Site Concrete	13460, 13486, 13462	$ 4,287,000.00	100%	$ 4,287,000.00	7.02%
NXL Construction Co., Inc.	Sub	626437	Quality Assurance	25593	$ 1,000,000.00	100%	$ 1,000,000.00	1.64%
							$ 7,477,000.00	12.24%

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

Project No.: 0264-134-799, 0264-134-121, M501

Federal Project No.: IM-264-6(105) & IM-5A03(574)

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 The LANE Construction Corporation

By: _____ District Manager
Signature Title

Date: October 16, 2013

First Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Second Tier Subcontractor if Applicable _____

By: _____ Signature _____ Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ Signature _____ Title

Date: _____

DBE Contractor Spivey Pavement Markings, Inc.

By: _____ Signature President Title

Date: 10/15/13

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

Project No.: 0264-134-799, 0264-134-121, M501

Federal Project No.: IM-264-6(105) & IM-5A03(574)

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 The LANE Construction Corporation

By: _____ District Manager
Signature Title

Date: October 16, 2013

First Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Second Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

DBE Contractor TAVARES CONCRETE COMPANY, INC.

By: _____ PRESIDENT
Signature Title

Date: 8/15/2013

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

Project No.: 0264-134-799, 0264-134-121, M501

Federal Project No.: IM-264-6(105) & IM-5A03(574)

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 The LANE Construction Corporation

By: _____ Signature

District Manager Title

Date: October 16, 2013

First Tier Subcontractor if Applicable _____

By: _____ Signature

_____ Title

Date: _____

Second Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

DBE Contractor NXL Construction Services, Inc.

By: _____ CEO
Signature Title

Date: Oct. 14, 2013