

PRICE PROPOSAL

Route 3 Widening

Culpeper County, Virginia
A Design-Build Project

State Project No.: 0003-023-107,P101,R201,C501

Federal Project No.: STP-023-7 (024)

Contract ID Number: C00014657DB56



Submitted to:



Submitted by:

LANE

In association with:

RK&K

September 20, 2013



September 20, 2013

Joseph A. Clarke, P.E.
Virginia Department of Transportation
1401 E. Broad Street
Annex Building, 8th Floor
Richmond, Virginia 23219

RE: Route 3 Widening
State Project No. 0003-023-107, P101, R201, C501
Federal Project No.: STP-023-7(028)
Contract ID Number: C00014657DB56

Dear Mr. Clarke:

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 dated August 20, 2013, Addendum No. 1. The LANE team's experience enables us to deliver the high quality, technically-sound projects the Virginia Department of Transportation (VDOT) expects from us.

We appreciate the opportunity to propose on this critical infrastructure project. We look forward to working with VDOT to provide a successful completion of the Route 3 Widening 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 should you have any questions.

Respectfully submitted,

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
An Equal Opportunity Employer M/F/D/V

T 703.222.5670 F 703.222.5960

LaneConstruct.com

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

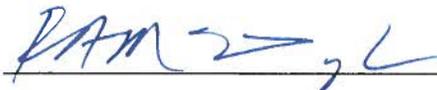
RFP NO. C00014657DB56
 PROJECT NO.: 0003-023-107, P101, R201, C501

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 April 18, 2013 – RFP
(Date)
2. Cover letter of August 20, 2013 – RFP Addendum No. 1
(Date)
3. Cover letter of Email from Joseph.Clarke@vdot.virginia.gov
dated September 16, 2013 12:26 PM
(Date)



 SIGNATURE

Richard A. McDonough
 The Lane Construction Corporation

PRINTED NAME

September 20, 2013

 DATE

District Manager

TITLE

ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: Route 3 Widening
Contract ID Number: C00014657DB56**

➤ **Contents of Price Proposal:**

- Cost Breakdown Summary in whole numbers and Proposal Price in both numbers and words (Attachment 4.3.1)**
- Schedule of Items, in accordance with Part 1, Section 4.3.2, identifying the material quantities and costs of each pay item that makes up the total Proposal Price (Attachment 4.3.2)**
- Monthly payment schedule showing the anticipated monthly earnings schedule on which funds will be required 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**

The LANE Construction Corporation

**4.3.1 Cost
Breakdown**



4.3.1



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	\$ 2,370,000.-
Mobilization (Construction), LS	\$ 1,750,000.-
Quality Assurance (QA) (Construction), LS	\$ 625,000.-
Quality Control (QC) (Construction), LS	\$ 710,000.-
Earthwork, LS	\$ 4,244,046.75
Roadway Incidentals, LS	\$ 1,545,632.25
Drainage (Structures), LS	\$ 4,604,239.50
0003-2Utilities, LS	
\$ 3,143,000.-	
Pavement, LS	\$ 12,411,323.70
Permanent Traffic Control/Signage, LS	\$ 407,000.-
Maintenance of Traffic, LS	\$ 894,669.-
Public Involvement	\$ 134,000.-
All Others Costs, LS	\$ 1,665,800.-

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

Lump Sum (LS): THIRTY FOUR MILLION FIVE HUNDRED FOUR THOUSAND
SEVEN HUNDRED TEN DOLLARS & TWENTY CENTS (\$ 34,504,710.20)

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

Design-Builder: The LANE Construction Corporation

Vendor No.: L 002

**4.3.2 Schedule
of Items**



4.3.2



Attachment 4.3.2
State Project 0003-023-107, P101, R201, C501

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: 9/16/2013

VDOT Item Code ¹	Item Description	Fuel (F) or Asphalt Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
104	DESIGN+DESIGN SURVEY+GETOTECH+UC		1	LS	\$ 2,370,000.00
100	MOBILIZATION		1	LS	\$ 1,750,000.00
101	CONSTRUCTION SURVEYING (CONSTR.)		1	LS	\$ 450,000.00
25593	QUALITY ASSURANCE (QA) (Construction)		1	LS	\$ 625,000.00
25595	QUALITY CONTROL (QC) (Construction)		1	LS	\$ 710,000.00
112	CLEARING AND GRUBBING		32	ACRE	\$ 208,000.00
120	REGULAR EXCAVATION	F	153836	CY	\$ 1,538,360.00
124	ROCK EXCAVATION	F	8625	CY	\$ 232,875.00
27545	STORMWATER MGT BASIN EXCAVATION (TO FILL OR WASTE)	F	42016	CY	\$ 420,160.00
85003	UNDERCUT EXCAVATION TREAT OR WASTE	F	67234	CY	\$ 874,042.00
355	GEOTEXTILE (SUBGRADE FABRIC)		84456	SY	\$ 84,456.00
140	BACKFILL UNDER CUTS	F	47666	CY	\$ 309,829.00
67900	DEMOLITION OF EX. BRIDGES		2	EA	\$ 28,000.00
24430	DEMOLITION OF PAVEMENT MAIN LINE AND SHOULDERS	F	93243	SY	\$ 442,904.25
11070	SAWCUT		22698	LF	\$ 51,070.50
24600	REMOVE EXIST. GUARDRAIL		4265	LF	\$ 5,331.25
13346	REMOVE EXISTING GUARDRAIL TERMINALS		9	EA	\$ 2,250.00
70000	DEMO. EX. HOUSES		4	EA	\$ 31,200.00
24702	DEMO. MISC. STRUCTURES		2	EA	\$ 1,050.00
90000*	MAINTAIN HAUL ROADS		26000	LF	\$ 22,100.00
27410	CHECK DAM (ROCK) TY. I		8	EA	\$ 3,600.00
27415	CHECK DAM (ROCK) TY II		216	EA	\$ 54,000.00
27422	DEWATERING BASIN		11	EA	\$ 30,800.00
27430	SILTATION CONTROL EXCAVATION & MUCK OUTS	F	2168	CY	\$ 39,024.00
27284	TEMP EROSION CONTROL MULCH		30976	SY	\$ 30,976.00
27290*	TEMP SEEDING		32	AC	\$ 54,400.00
27451	INLET PROTECTION, TYPE A		80	EA	\$ 18,800.00
27461	INLET PROTECTION, TYPE B		50	EA	\$ 10,000.00
27505	TEMP. SILT FENCE		7396	LF	\$ 18,490.00
27345	TEMP DIVERSION DIKE		55905	LF	\$ 61,495.50
27580	TEMP. SEDIMENT BASIN EXCAVATION		500	CY	\$ 12,500.00
107	ENVIRONMENTAL MONITORING		1	MO	\$ 95,000.00
27400*	EROSION CONTROL MAINTENANCE CREW		24	MO	\$ 12,600.00
27401	EROSION CONTROL RIPRAP CL1 CULVERT OUTLETS	F	1454	TON	\$ 72,700.00
26225	EROSION CONTROL RIPRAP CL II AT TRAPIZOIDAL TRENCH	F	1925	TON	\$ 134,750.00
13170*	CONSTRUCTION ENTRANCES		41	EA	\$ 110,700.00
12700	STD. COMB. CURB & GUTTER CG-7		350	LF	\$ 6,300.00
12710	RADIAL COMB. CURB & GUTTER, CG-7		94	LF	\$ 1,692.00
21110	MEDIAN STRIP MS-1A		3964	SY	\$ 336,940.00
21215	MEDIAN STRIP MS-2		3645	LF	\$ 174,960.00
13462	MEDIAN BARRIER MB-7F		100	LF	\$ 14,500.00
50030	BARRIER DELINEATORS		10	EA	\$ 550.00
13530	RETAINING WALL RW-3 HIGHT FROM 0-11'		100	LF	\$ 66,500.00
13320	GUARDRAIL GR-2		15264	LF	\$ 305,280.00
13331	GUARDRAIL GR-2 RADIAL		70	LF	\$ 1,470.00
13355	GUARDRAIL GR-10 TY.I		25	LF	\$ 500.00
13355	GUARDRAIL GR-10 TY.II		150	LF	\$ 3,000.00

Attachment 4.3.2
State Project 0003-023-107, P101, R201, C501

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: 9/16/2013

VDOT Item Code ¹	Item Description	Fuel (F) or Asphalt Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
13315	GUARDRAIL TERMINAL GR-11		32	EA	\$ 24,000.00
13345	GUARDRAIL TERMINAL GR-9		32	EA	\$ 67,200.00
13349	GUARDRAIL TERMINAL SITE PREP FOR GR-9		32	EA	\$ 22,880.00
13392	FIXED OBJECT ATTACH. GR-FOA-2 TY. I		2	EA	\$ 3,000.00
13393	FIXED OBJECT ATTACH. GR-FOA-2 TY. II		2	EA	\$ 630.00
24100	ALLAYING DUST/WATER TRUCK		3000	HR	\$ 240,000.00
27013	RESREAD STOCKPILED TOPSOIL 2"-Class A		54.12	ACRE	\$ 86,592.00
27102	REGULAR SEED		16236	LB	\$ 89,298.00
27103	OVERSEEDING		4059	LB	\$ 56,826.00
27215	FERTILIZER(15-30-15)		2	TON	\$ 16,400.00
27250	LIME		109	TON	\$ 23,435.00
27300	SOD EQUINE REFUGE AREAS		320	SY	\$ 2,320.00
27321	PROTECTIVE COVERING EC-2		4800	SY	\$ 8,400.00
27325	PROTECTIVE COVERING EC-3 (Soil Stabilization Mat)		750	SY	\$ 3,750.00
30757	LANDSCAPING OF PARCEL SWM#4 @ PARCEL 019		1	LS	\$ 21,000.00
13215	MAILBOXES		65	EA	\$ 15,275.00
212	STRUCTURAL EXCAVATION (BOX CULVERT)	F	3409	CY	\$ 27,272.00
500	BEDDING MATERIAL #57 BOX CULVERT	F	916	TON	\$ 22,900.00
85004*	UNSUITABLE EXCAVATION (BOX CULVERT)	F	832	CY	\$ 12,480.00
153	C.B.R 30 BACKFILL FOR BOX UNSUITABLE EXC	F	832	CY	\$ 29,120.00
355	GEOTEXTILE SUBGRADE STABILIZATION (BOX CULVERT)		1249	SY	\$ 1,873.50
27340	TEMP STREAM DIVERSIONS (BOX CULVERT)		2	EA	\$ 21,000.00
523	PRECAST BOX CULVERT 2- 4' X 3'		153	LF	\$ 103,275.00
523	PRECAST BOX CULVERT 2- 7' X 6'		124	LF	\$ 136,400.00
523	PRECAST BOX CULVERT 2- 6' X 4'		138	LF	\$ 131,100.00
523	PRECAST BOX CULVERT 3- 8' X 6'		130	LF	\$ 240,500.00
529	FLOWABLE BACKFILL FOR STROM PIPE ABANDONMENT		212	CY	\$ 43,460.00
1156	STORM SEWER PIPE 15"		6197	LF	\$ 371,820.00
1180	STORM SEWER PIPE 18"		5482	LF	\$ 356,330.00
1240	STORM SEWER PIPE 24"		2845	LF	\$ 204,840.00
1300	STORM SEWER PIPE 30"		812	LF	\$ 85,260.00
1360	STORM SEWER PIPE 36"		599	LF	\$ 74,875.00
1482	STORM SEWER PIPE 48"		155	LF	\$ 34,100.00
2192	STORM SEWR PIPE 30"X19" ERCP		73	LF	\$ 9,855.00
2240	STORM SEWR PIPE 38"X24" ERCP		138	LF	\$ 25,530.00
2340	STORM SEWR PIPE 53"X34" ERCP		131	LF	\$ 32,750.00
700	VIDEO INSPECTION OF STORM DRAINAGE PIPES		2130	LF	\$ 3,195.00
6150	15" END SECTION ES-1 OR 2		96	EA	\$ 50,400.00
6180	18" END SECTION ES-1 OR 2		12	EA	\$ 8,700.00
6240	24" END SECTION ES-1 OR 2		24	EA	\$ 18,840.00
6300	30" END SECTION ES-1		6	EA	\$ 10,800.00
6360	36" END SECTION ES-1		2	EA	\$ 4,000.00
6420	53"X34" ELIPTICAL END SECTION ES-1		2	EA	\$ 11,600.00
6481	48" END SECTION ES-1 STR.10-6 & 10-8		2	EA	\$ 7,000.00
2112*	15" EW-1		1	EA	\$ 875.00
2112*	18" EW-1		3	EA	\$ 3,000.00
2112*	24" EW-1		2	EA	\$ 2,400.00

Attachment 4.3.2
State Project 0003-023-107, P101, R201, C501

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: 9/16/2013

VDOT Item Code ¹	Item Description	Fuel (F) or Asphalt Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
2112*	30" EW-1		1	EA	\$ 1,550.00
2112*	36" EW-1		4	EA	\$ 8,000.00
2112*	38"X24" EW-1		1	EA	\$ 1,375.00
2112*	24" EW-6 DOUBLE PIPE		10	EA	\$ 18,000.00
2112*	30" EW-6 & 6 S TRIPLE PIPES		4	EA	\$ 10,800.00
2112*	36" EW-6 DOUBLE PIPE		2	EA	\$ 6,800.00
525	CONCRETE CLASS A3 (SPILLWAY)		540	SY	\$ 81,000.00
6700*	DROP INLET CURB (DI 2-4) (A,B,C)		52	EA	\$ 358,800.00
7506	DROP INLET DITCH (DI-5)		1	EA	\$ 6,700.00
7510	DROP INLET MEDIAN (DI-7) (7A,7B,7C)		23	EA	\$ 142,600.00
9056	MANHOLE MH-1 OR 2		10	EA	\$ 43,000.00
9057	FRAME & COVER MH-1		10	EA	\$ 4,850.00
27543*	SWM 12" IMPERVIOUS CLAY LINER or Equiv		31218	SY	\$ 46,827.00
27550	SWM STRUCTURE		11	EA	\$ 143,000.00
2112*	PIPE CONCRETE CRADLE		262	CY	\$ 48,470.00
585	UNDERDRAIN UD-2 UNDER MS-2		3645	LF	\$ 80,190.00
588	UNDERDRAIN UD-4		31767	LF	\$ 190,602.00
597	UNDERDRAIN UD-7		20201	LF	\$ 292,914.50
590	COMB. UNDERDRAIN CD-1		374	LF	\$ 3,646.50
591	COMB. UNDERDRAIN CD-2		278	LF	\$ 2,710.50
595	UNDERDRAIN OUTLET PIPE		3638	LF	\$ 58,208.00
598	VIDEO INSPECTION UNDERDRAIN		8314	LF	\$ 12,471.00
596	ENDWALL EW-12		186	EA	\$ 153,450.00
27340	TEMP STREAM DIVERSIONS (LARGE PIPES)		2	EA	\$ 23,000.00
27340	STREAM REALIGNMENT EXCAVATION		750	CY	\$ 8,625.00
85022*	DESILT NEW DRAINAGE		16090	LF	\$ 11,263.00
40012	UTILITY DESIGN COSTS		1	LS	\$ 25,000.00
49012	TEST PITS FOR UTILITY CONFLICTS		20	EA	\$ 18,000.00
49013	UTILITY RELOCATION COSTS		1	LS	\$ 3,100,000.00
127*	SUBGRADE PREP		253300	SY	\$ 341,955.00
10090	AGGR. BASE MATL. 21A	F	1727	TON	\$ 46,629.00
10128	AGGR. BASE MATL. TY. I NO. 21B OTHERS	F	27363	TON	\$ 574,623.00
10128	AGGR.BASE MATL. TY.1 NO.21B MAIN LINE 10*	F	150356	TON	\$ 2,217,751.00
14260	CRUSHER RUN AGGREGATE	F	2603	TON	\$ 96,311.00
16355	ASPHALT CONCRETE TY. SM-12.5-D	F P	32974	TON	\$ 2,473,050.00
16350	ASPHALT CONCRETE TY. SM-12.5A	F P	923	TON	\$ 69,225.00
16365	ASPHALT CONCRETE TY. IM-19.0A	F P	31276	TON	\$ 2,314,424.00
16375	ASPHALT CONCRETE TY. BM-25.0A	F P	50573	TON	\$ 3,438,964.00
16325	ASPHALT CONCRETE, BM-25.0A WEDGE BUILDUP	F P	1043	TON	\$ 70,924.00
16335	ASPHALT CONCRETE TY. SM-9.5A Driveways	F P	246	TON	\$ 20,172.00
12322	MC-3B ASPHALT CURB	P	10177	LF	\$ 71,239.00
12505	ASPHALT CURB BACKUP MATERIAL	P	605	TON	\$ 50,820.00
10629	4" Min. MILLING FOR OVERLAY	F	48533	SYI	\$ 67,946.20
10628	2" MILLING FOR APPROACH OVERLAYS	F	56548	SYI	\$ 98,959.00
10628	ADD#1: CONTRACT EXTENSION - 2" MILLING	F	22126	SYI	\$ 38,720.50
16355	ADD#1: CONTRACT EXTENSION - SM-12.5D OVERLAY	F P	1383	TON	\$ 103,725.00
85000	ADD#1: CONTRACT EXTENSION- ALL OTHER EFFECTS		1	LS	\$ 86,000.00

Attachment 4.3.2
State Project 0003-023-107, P101, R201, C501

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: 9/16/2013

VDOT Item Code ¹	Item Description	Fuel (F) or Asphalt Price (P) Adjustment	Approximate Quantity	Units ¹	Budgeted Cost (\$)
10606	MOT TEMP 1.5" SM-9.5A	F P	607	TON	\$ 48,560.00
10612	MOT TEMP 4.5" BM-25.0A	F P	1838	TON	\$ 134,174.00
10128	MOT TEMP 6" 21-B	F P	2467	TON	\$ 59,208.00
15311	MOT REMOVAL OF TEMP ASPHALT		2208	CY	\$ 61,824.00
11040	7" HES CONCRETE DRIVEWAYS		101	SY	\$ 12,120.00
50002	SIGNAGE		1	LS	\$ 110,000.00
51001*	SIGNALS (PREPERATION FOR FUTURE SIGNAL AT RTE.663)		1	LS	\$ 17,000.00
54000*	STRIPING		1	LS	\$ 280,000.00
50009	M.O.T. SERVICE CREW		16.5	MON	\$ 272,250.00
24290	TRAF.BARR.SER.CONC.DOUBLE FACE		22391	LF	\$ 246,301.00
13604	IMPACT ATTENUATOR SERVICE		17	EA	\$ 57,800.00
24152	TYPE III BARRICADE 8'		40	EA	\$ 11,000.00
24160	CONSTRUCTION SIGNS		1820	SF	\$ 49,140.00
24278	GROUP 2 CHANNELIZING DEVICES (Drums)		649	EA	\$ 64,900.00
24277	PORT.CHANGEABLE MESS. SIGN		2	EA	\$ 50,000.00
24281	ELECTRONIC ARROW		2	EA	\$ 12,800.00
24272	TRUCK MOUNTED ATTENUATOR		880	HR	\$ 64,240.00
24282	FLAGGER SERVICE		480	HR	\$ 21,600.00
24287	WARNING LIGHTS TY A OR B - FLASHING		91	EA	\$ 3,458.00
24260	TEMPORARY AGGREGATE (DRIVEWAYS, ETC)		310	TN	\$ 15,500.00
85154	ROADWAY SWEEPING OR VACUUMING		321	HR	\$ 25,680.00
25561	FORMAL PARTNERING		1	DAY	\$ 9,000.00
25596	PUBLIC RELATIONS		1	LS	\$ 125,000.00
25505	FIELD OFFICE TYPE I		36	MO	\$ 100,800.00
25565	PROGRESS SCHEDULE		1	LS	\$ 14,000.00
70093	ROW ACQUISITION SERVICES		1	LS	\$ 775,000.00
13212	ROW MONUMENTS RM-2		128	EA	\$ 15,360.00
22643	ROW FENCE FE-CL		292	LF	\$ 5,256.00
22653	FE-CL END POST		2	EA	\$ 190.00
22501	ROW FENCE FE-W1		21716	LF	\$ 108,580.00
22541	FE-W1 LINE BRACE AT END LOCATION		46	EA	\$ 6,900.00
22541	FE-W1 LINE BRACE		16	EA	\$ 2,400.00
22581	FE-W1 CORNER BRACE		50	EA	\$ 7,500.00
22681	ROW FENCE FE-B		4126	LF	\$ 18,567.00
22721	FE-B LINE BRACE AT END LOCATION		15	EA	\$ 2,250.00
22721	FE-B LINE BRACE		4	EA	\$ 600.00
22741	FE-B CORNER BRACE		11	EA	\$ 1,650.00
22908	12' GATE FE-G		4	EA	\$ 5,600.00
13173	G-3 PRECAST CATTLE GUARD		1	EA	\$ 10,500.00
	TOTAL BID				\$ 34,504,710.20

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 typically part of the corresponding VDOT standard bid item

**4.3.3 Monthly
Payment Sched.**



4.3.3



The Lane Construction Corporation		Route 3 Widening, Culpeper County, VA	
90 Fieldstone Court		Project No. 0003-023-107, P101, R201, C501	
Cheshire, CT 06410		Proposed Monthly Payment Schedule	
		Bid Date: September 20, 2013	
Month	Year	Monthly Draw	Cumulative Draw
November	2013	\$ 316,000	\$ 316,000
December	2013	\$ 358,000	\$ 674,000
January	2014	\$ 332,000	\$ 1,006,000
February	2014	\$ 395,000	\$ 1,401,000
March	2014	\$ 413,000	\$ 1,814,000
April	2014	\$ 276,000	\$ 2,090,000
May	2014	\$ 339,000	\$ 2,429,000
June	2014	\$ 499,000	\$ 2,928,000
July	2014	\$ 468,000	\$ 3,396,000
August	2014	\$ 468,000	\$ 3,864,000
September	2014	\$ 623,000	\$ 4,487,000
October	2014	\$ 509,000	\$ 4,996,000
November	2014	\$ 504,000	\$ 5,500,000
December	2014	\$ 349,000	\$ 5,849,000
January	2015	\$ 401,000	\$ 6,250,000
February	2015	\$ 288,000	\$ 6,538,000
March	2015	\$ 1,112,000	\$ 7,650,000
April	2015	\$ 1,734,000	\$ 9,384,000
May	2015	\$ 1,538,000	\$ 10,922,000
June	2015	\$ 1,577,000	\$ 12,499,000
July	2015	\$ 2,479,000	\$ 14,978,000
August	2015	\$ 969,000	\$ 15,947,000
September	2015	\$ 2,021,000	\$ 17,968,000
October	2015	\$ 2,368,000	\$ 20,336,000
November	2015	\$ 1,071,000	\$ 21,407,000
December	2015	\$ 177,000	\$ 21,584,000
January	2016	\$ 15,000	\$ 21,599,000
February	2016	\$ 14,000	\$ 21,613,000
March	2016	\$ 98,000	\$ 21,711,000
April	2016	\$ 1,874,000	\$ 23,585,000
May	2016	\$ 1,244,000	\$ 24,829,000
June	2016	\$ 1,334,000	\$ 26,163,000
July	2016	\$ 1,645,000	\$ 27,808,000
August	2016	\$ 744,000	\$ 28,552,000
September	2016	\$ 1,400,000	\$ 29,952,000
October	2016	\$ 1,699,000	\$ 31,651,000
November	2016	\$ 670,000	\$ 32,321,000
December	2016	\$ 215,000	\$ 32,536,000
January	2017	\$ 12,000	\$ 32,548,000
February	2017	\$ 41,000	\$ 32,589,000
March	2017	\$ 665,000	\$ 33,254,000
April	2017	\$ 1,193,710	\$ 34,447,710
May	2017	\$ 57,000	\$ 34,504,710

**4.3.4 Price
Adjustments**



4.3.4



**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.

I elect to use this provision

I elect not to use this provision

Date: September 16, 2013

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: 0003-023-107, P101, R201, C501

DISTRICT: Culpeper District

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of \$ 581.50 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 \$ N/A per IMPERIAL ton for PG 76-22. This quote is project specific.
(When required by provisions)

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

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

DATE: September 16, 2013

SIGNATURE: 

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.

I elect to use this provision

I elect not to use this provision

Date: September 16, 2013

Signature: 

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.

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:

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

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

$$B = \$0.2816$$

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

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

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

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

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:

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

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

$$B = \$0.2816$$

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

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

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

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

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

BLS Series I. D.

ITEM NUMBER	ITEM DESCRIPTION	UNITS	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 ENCASUREMENT 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: September 16, 2013

Signature: 

Design-Builder: The LANE Construction Corporation

Vendor No.: L 002

**4.3.5 Proposal
Guaranty**



4.3.5



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 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 10th Day of September, 20 13

WHEREAS, the above said principal is herewith submitting its proposal for: Route 3 Widening Culpeper District
PROJECT NUMBER: 0003-023-107, P101, R201, C501

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

JM 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: Therese E. Rowedder
(Attorney-in-Fact**) (Seal)

Therese E. Rowedder, Attorney-in-Fact
One Federal Street, 20th 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

**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 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 8th day of January, A.D. 2013.

ATTEST:

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



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 8th day of January, 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, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

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





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. McLearn, 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 Manager
- 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.

September 11, 2013

Date

State of Connecticut
 County of New Haven

THE LANE CONSTRUCTION CORPORATION

Vincent J. Caiola

Assistant Secretary

September 11, 2013

Date

Personally appeared before me, Vincent J. Caiola, Assistant 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

Patricia A. Delekta, Notary Public

My Commission Expires July 31, 2014



4.3.6



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: 0003-023-107, P101, R201, C501

FHWA: STP-023-7 (028)

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

STATEMENT. In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

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

Signed at Fairfax County, VA , this 16th day of September , 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 September , 20 13
[Signature] My Commission expires May 31, 2016

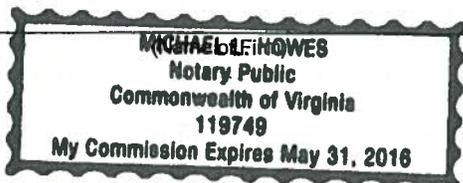
Notary Public

**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: _____
(Signature) Title (print)



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: 0003-023-107, P101, R201, C501

FHWA: STP-023-7(028)

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office
<u>VTCA</u>	<u>Richmond, VA</u>
<u>ARTBA</u>	<u>Washington, D.C.</u>
<u>AGC of America</u>	<u>Washington, D.C.</u>

2. I (we) have X, 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 X, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and
 - (d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

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

Signed at Fairfax County, VA, this 16th day of September, 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

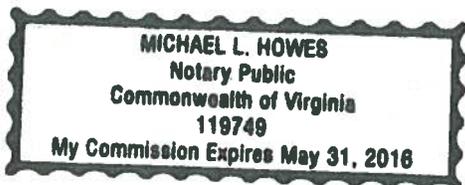
To-wit:

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 September, 20 13

[Signature] My Commission expires May 31, 2016
Notary Public





4.3.7



The LANE Construction Corporation
 90 Fieldstone Court
 Cheshire, CT 06410

Route 3 Widening
 Project No. 0003-023-107, P101, R201, C501
 Culpeper County, VA

DBE PROGRAM

Contract Total \$ 34,504,710.20

DBE Required 20%

REQUIRED DBE \$\$ \$ 6,900,942.04

Firm Name	Used As	IMBE Certification No.	Type of Work	Item Numbers	Total Anticipated Contract	Allowable Credit Percentage	DBE Amount	DBE %
McLeod, Inc.	Sub	000240	Haul Aggregates	10090, 10128, 14260 and many others	\$ 505,000.00	100%	\$ 505,000.00	1.46%
Shelton Federal Group, LLC	Sub	681780	Furnish and Install Drainage	1156, 1180, 1240, 1300, 1360, and many others	\$ 1,470,000.00	100%	\$ 1,470,000.00	4.26%
Morgan Oil Corporation	Supplier	000918	Furnish Fuel	120, 124, 27545, 85003 and many others	\$ 791,544.00	60%	\$ 474,926.40	1.38%
Gray's Trucking	Sub	683400	Haul Asphalt Mix	16325, 16335, 16350, 16355, 16365, 16375 and others	\$ 113,000.00	100%	\$ 113,000.00	0.33%
Moses M. Ross	Sub	668299	Haul Asphalt Mix	16325, 16335, 16350, 16355, 16365, 16375 and others	\$ 113,000.00	100%	\$ 113,000.00	0.33%
Morgan Oil Corporation	Supplier	000918	Furnish and Haul AC	16325, 16335, 16350, 16355, 16365, 16375 and others	\$ 2,944,000.00	60%	\$ 1,766,400.00	5.12%
Lighthouse Enterprises of Ohio, LLC	Supplier	660684	Furnish MOT Materials	24390, 24281, 24278, 24277, 13604, 24152	\$ 247,000.00	60%	\$ 148,200.00	0.43%
Tavares Concrete Co., Inc.	Sub	626436	Furnish and Install Site Concrete	525, 7506, 7510, 12700, 12710, 21110, 21215	\$ 423,000.00	100%	\$ 423,000.00	1.23%
EBA Engineering, Inc.	Sub	003667	Quality Assurance	25593	\$ 574,000.00	100%	\$ 574,000.00	1.66%
GeoConcepts Engineering, Inc.	Sub	626642	Geotechnical Engineering	104	\$ 379,000.00	100%	\$ 379,000.00	1.10%
Devcon Contracting, Inc.	Sub	000610	Hauling	120, 124, 27545, 85003 and many others	\$ 1,000,000.00	100%	\$ 1,000,000.00	2.90%
							\$ 6,966,526.40	20.19%

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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

MCLEOD INC

By: Barbara A McLeod President
Signature Title
Date: 9/13/13

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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

SHELTON FEDERAL GROUP, LLC

By: Chris Shelton
Signature PRESIDENT Title
Date: SEPTEMBER 13, 2013

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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

Morgan Oil Corp
By: [Signature]
Signature Title
Date: Sept 11, 2013

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

Project No.:

Federal Project No.:

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

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

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

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

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

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

Prime Contractor THE LANE CONSTRUCTION CORPORATION

By: RAMSDEN Signature DISTRICT MANAGER Title

Date: 09/16/13

First Tier
Subcontractor if
Applicable

Chemung Contracting Corp.

By: Edward C. Dalrymple, Jr. Signature Vice President Title

Date: 09/10/13

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

DBE Contractor

Greys Trucking LLC

By: *William R Gray Jr* *Pres.*
Signature Title
Date: *9/13/13*

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

Project No.:

Federal Project No.:

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

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

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

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

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

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

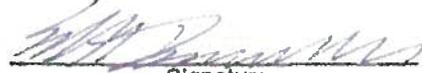
Prime Contractor THE LANE CONSTRUCTION CORPORATION

By:  DISTRICT MANAGER
Signature Title

Date: 09/16/13

First Tier
Subcontractor if
Applicable

Chemung Contracting Corp.

By:  Vice President
Signature Title

Edward C. Dalrymple, Jr. Date: 09/10/13

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

DBE Contractor

Moses M. Ross Trucking LLC
By: *[Signature]* _____
Signature Title
Date: *9/13/13* _____

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

Project No.:

Federal Project No.:

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

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

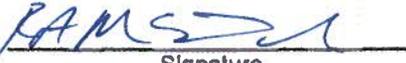
It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or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

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

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

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

Prime Contractor THE LANE CONSTRUCTION CORPORATION

By:  DISTRICT MANAGER
Signature Title

Date: 09/16/13

First Tier
Subcontractor if
Applicable

Chemung Contracting Corp.

By:  Vice President
Signature Title

Edward C. Dalrymple, Jr. Date: 09/10/13

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title
Date: _____

DBE Contractor

Morgan Oil Corp
By: _____
Signature Title
Date: Sept 11, 2013

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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 Lightle Enterprises of Ohio, LLC

By: *Dustin Y. Lightle* Member
Signature Title
Date: 09-16-2013

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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: [Signature] _____
Signature Title

Date: 9/11/2013

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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 EBA Engineering, Inc.

By: Kunal Ganapathy
Signature Title
Date: September 12, 2013

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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

GeoConcepts Engineering, Inc

By: 
Signature President Title
Date: 9/12/13

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

Project No.: 0003-023-107, P101, R201, C501

Federal Project No.: STP-023-7(028)

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: September 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

DEVCON CONTRACTING INC.

By: Attanasio
Signature PRESIDENT Title
Date: 9/13/13