

ORIGINAL

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Monument Dr
1/2 MILE
OPEN

WEST
INTERSTATE
66

50 EAST
Fairfax
↑

A DESIGN-BUILD PROJECT

Interstate 66

Active Traffic Management

PRICE PROPOSAL

*From: District of Columbia/Virginia Border in Arlington County
To: U.S. 29 (Lee Highway) in Gainesville, Prince William County
Arlington, Fairfax and Prince William Counties*

September 5, 2012

Price Proposal submitted to the
Virginia Department of Transportation



State Project No.: 0066-96A-917, P101, N501
Federal Project Nos.: IM-5A01(253) & IM-5A01(274)
Contract ID Number: C00098017DB46

Prepared by



ATTACHMENT 4.0.1.2

**DESIGN-BUILD PRICE PROPOSAL
CHECKLIST**

**Project Name: I-66 Active Traffic Management
Contract ID Number: C00098017DB46**

➤ **Contents of Price Proposal:**

- Proposal Price, in both numbers and words (Attachment 4.8.1)**
 - Schedule of Values itemized in accordance with Part 1, Section 4.8, including material quantities and costs of each proposed work package**
 - Proposed Monthly Payment Schedule showing the anticipated schedule on which funds will be required and associated value of work in accordance with Part 1, Section 4.8**
 - Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)**
 - Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**
 - Sworn Statement Forms (C-104, C-105, Attachments 4.8.7(a) and 4.8.7(b))**
 - DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.8.8(a), 4.8.8(b) and 4.8.8(c))**
 - Debarment Form (Primary) – Attachment 11.8.6(a)**
 - Debarment Form(s) (Lower Tier) – Attachment 11.8.6(b)**
 - CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**
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Price Proposal Form



ATTACHMENT 4.8.1

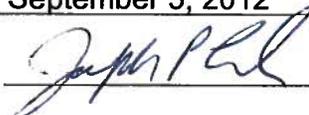
PRICE PROPOSAL FORM

4.8.1 Offeror shall specify, the following pricing information, in both numbers and words:

.1 Proposal Price;

Lump Sum Forty Eight Million Two Hundred Seventy One Thousand
Four Hundred Twenty Eight Dollars (\$ 48,271,428.⁰⁰)
AND NO CENTS

Date: September 5, 2012

Signature: 

Design-Builder: The LANE Construction Corporation

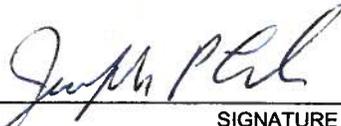
Vendor No.: L 002

ATTACHMENT 3.6**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**RFP NO. C00098017DB46PROJECT NO.: 0066-96A-917, P101, N501**ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA**

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

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

1. Cover letter of April 6, 2012 - RFP
(Date)
2. Cover letter of June 22, 2012 – Addendum No. 1
(Date)
3. Cover letter of July 06, 2012 – Addendum No. 2
(Date)



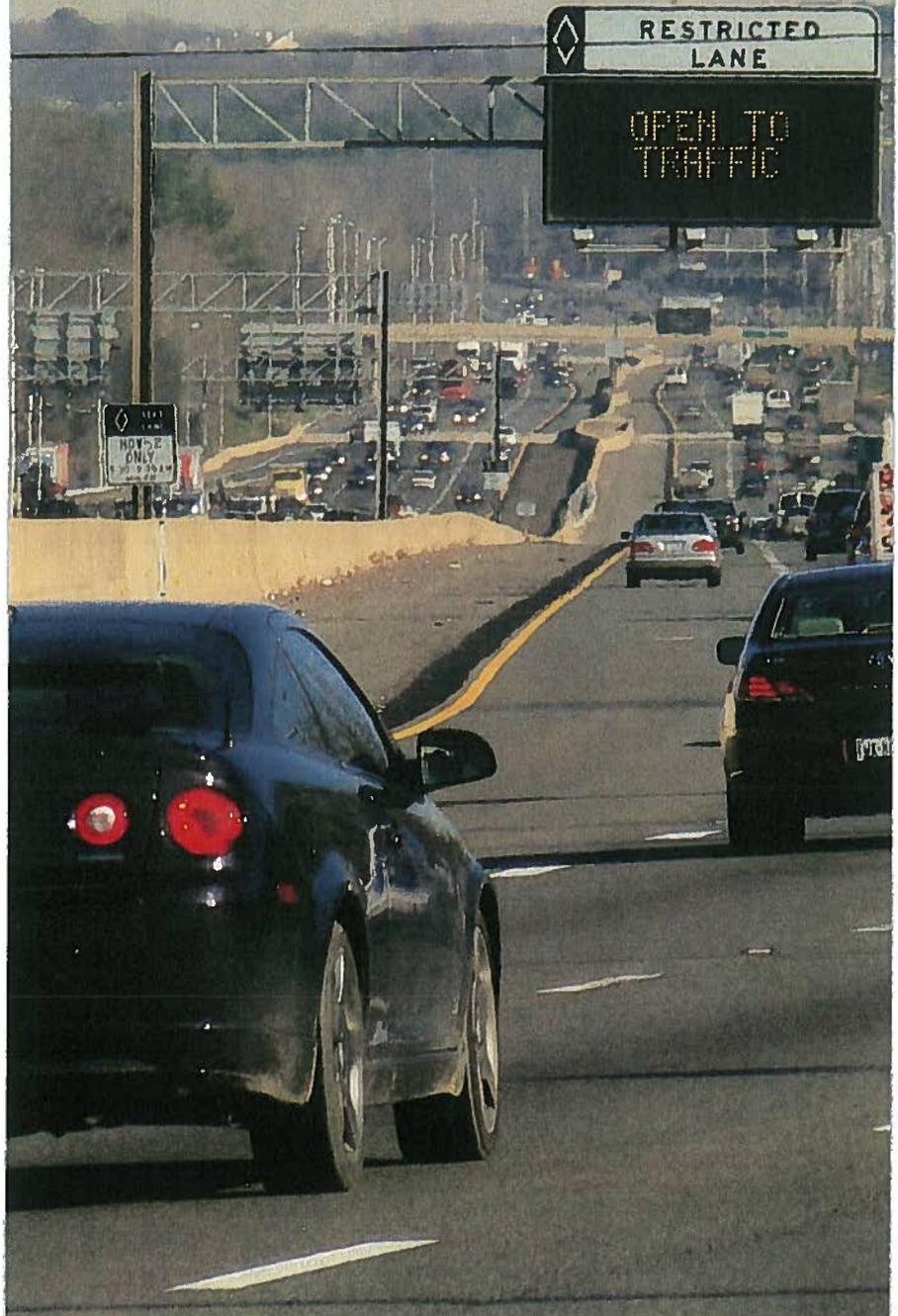
 SIGNATURE
 Joseph P. Lark
 Regional Vice President Mid Atlantic Region

 PRINTED NAME AND TITLE

September 5, 2012

 DATE

Schedule of Values

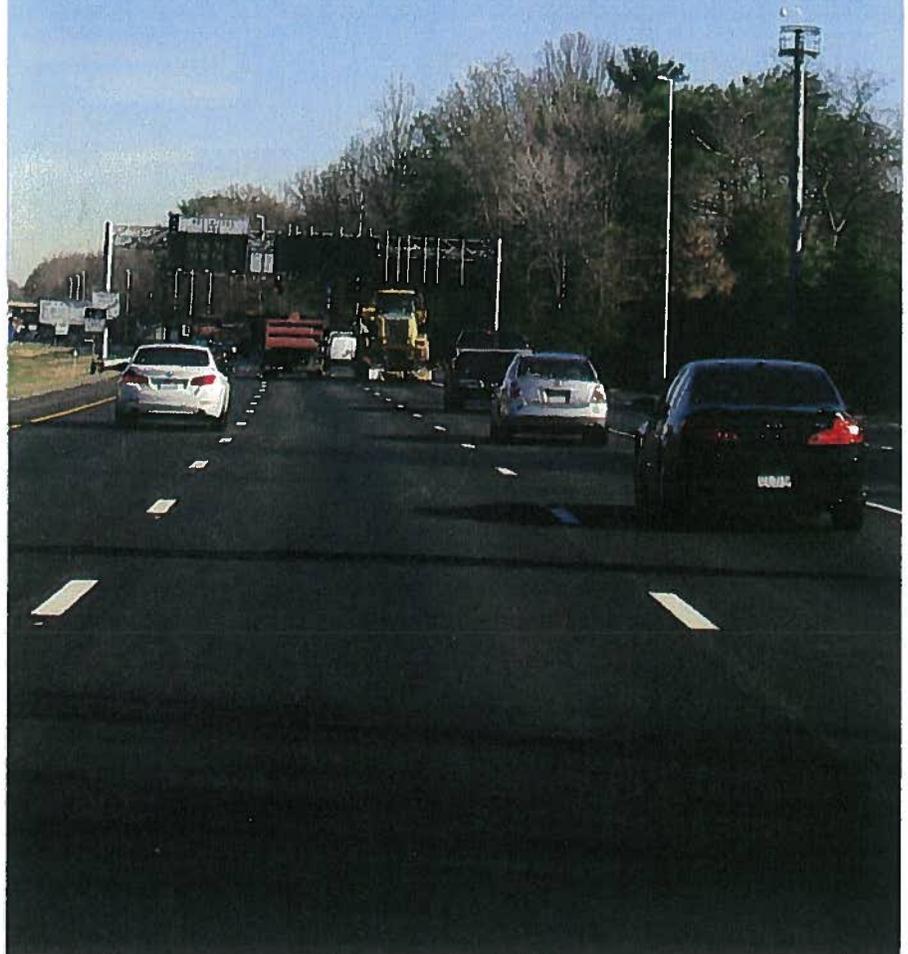


The Lane Construction Corporation		I-66 Active Traffic Management (ATM)						
90 Fieldstone Court		Project No. 0066-96A-917, P101, N501						
Cheshire, CT 06410		Bid Date September 5, 2012						
Sequence No.	VDOT Bid Item No.	Description	Schedule of Values		Unit Price	Extended Amount	Adjustment Item	
			Estimated Quantity	Units			Asphalt	Fuel
1000	0	Mobilization	1	LS	\$ 2,400,000.00	\$ 2,400,000		
1100	0	Design	1	LS	\$ 4,350,000.00	\$ 4,350,000		
1200	0	Quality Assurance	1	LS	\$ 1,200,000.00	\$ 1,200,000		
1300	0	Quality Control	1	LS	\$ 1,400,000.00	\$ 1,400,000		
1400	0	Modified Engineer's Office - Type I	1	LS	\$ 110,000.00	\$ 110,000		
2000	0	Maintenance of Traffic	1	LS	\$ 2,200,000.00	\$ 2,200,000		
2100	0	Concrete Barrier	10,000	LF	\$ 40.00	\$ 400,000		
2150	0	Barrier End Treatment	24	EA	\$ 3,000.00	\$ 72,000		
2200	0	Barrels	500	EA	\$ 335.00	\$ 167,500		
2300	0	NS Traffic Crew	300	CR-M	\$ 315.00	\$ 94,500		
2400	0	Misc MOT Supplies	1	LS	\$ 275,000.00	\$ 275,000		
3000	0	Staging Areas	6	EA				
3100	0	Excavation	1,709	CY	\$ 55.00	\$ 93,995		Yes
3102	0	Erosion control for staging areas	1	LS	\$ 38,000.00	\$ 38,000		
3104	0	MOT for staging area	1	LS	\$ 140,000.00	\$ 140,000		
3106	0	Retaining wall for staging area 2J(3)	215	CY	\$ 1,100.00	\$ 236,500		
3108	0	Guard rail for staging areas	725	LF	\$ 25.00	\$ 18,125		
3110	0	Pavement marking for staging areas	6,700	LF	\$ 6.00	\$ 40,200		
3112	0	Seeding and landscaping for staging areas	1	LS	\$ 13,000.00	\$ 13,000		
3114	0	Curb and gutters for staging areas	725	LF	\$ 25.00	\$ 18,125		
3116	0	Signs for staging areas	600	SF	\$ 45.00	\$ 27,000		
3125	0	Sawcut Pavement	2,835	LF	\$ 3.00	\$ 8,505		
3150	0	Pavement Demolition	1,312	SY	\$ 12.00	\$ 15,744		
3200	0	Underdrain UD-4 Modified	2,249	LF	\$ 25.00	\$ 56,225		
3225	0	Underdrain UD-12 End Sections	8	EA	\$ 1,000.00	\$ 8,000		
3300	0	Aggregate #21B	2,025	TON	\$ 30.00	\$ 60,750		Yes
3325	0	Aggregate #21A with 4% Cement	1,974	TON	\$ 40.00	\$ 78,960		Yes
3400	0	Asphalt Concrete Base BM-25.0	3,158	TON	\$ 85.00	\$ 268,430	Yes	Yes
3425	0	Asphalt Concrete Surface SM-9.5A	409	TON	\$ 110.00	\$ 44,990	Yes	Yes
4000	0	Electrical Service (DVP or NOVEC)	150	EA	\$ 28,000.00	\$ 4,200,000		
4500	0	Clearing for Structures	1	LS	\$ 50,000.00	\$ 50,000		
5000	0	Concrete Foundations - Cantilever Structures	338	CY	\$ 2,400.00	\$ 811,200		Yes
5100	0	Concrete Foundations - Gantry Structures	767	CY	\$ 3,500.00	\$ 2,684,500		Yes
5200	0	Concrete Foundations - FCCTV Poles (SLMS)	200	CY	\$ 1,550.00	\$ 310,000		Yes
5250	0	Concrete Foundations - CCTV Poles (PTZ)	88	CY	\$ 115.00	\$ 10,120		Yes
5300	0	Concrete Foundations - Post Mounted Signs	47	CY	\$ 3,600.00	\$ 169,200		Yes
5400	0	Concrete Foundations - Type 1 & 2 Cabinets	67	CY	\$ 5,500.00	\$ 368,500		Yes
5425	0	Concrete Foundations - MVD Poles	296	CY	\$ 300.00	\$ 88,800		Yes
5450	0	Concrete Foundations - RMD Poles	152	CY	\$ 175.00	\$ 26,600		Yes
6000	0	FCCTV SLMS Camera Poles Type I	28	EA	\$ 10,000.00	\$ 280,000		Yes

The Lane Construction Corporation		I-66 Active Traffic Management (ATM)					
90 Fieldstone Court		Project No. 0066-96A-917, P101, N501					
Cheshire, CT 06410		Bid Date September 5, 2012					
		Schedule of Values					
Sequence No.	VDOT Bid Item No.	Description	Estimated Quantity	Units	Unit Price	Extended Amount	Adjustment Item
							Asphalt
							Fuel
6100	0	CCTV PZT Camera Poles Type II	11	EA	\$ 1,300.00	\$ 14,300	
6200	0	CCTV Camera Poles Type III (80')	10	EA	\$ 1,300.00	\$ 13,000	
7000	0	Sign Str - C-001 MM 57.97 Cantilever EB	1	EA	\$ 23,000.00	\$ 23,000	
7025	0	Sign Str - C-002 MM 58.85 Cantilever Type 3 WB	1	EA	\$ 28,000.00	\$ 28,000	
7050	0	Sign Str - C-003 MM 59.58 Cantilever Type 3 WB	1	EA	\$ 23,000.00	\$ 23,000	
7075	0	Sign Str - C-004 MM 60.23 Cantilever Type 3 EB	1	EA	\$ 38,000.00	\$ 38,000	
7100	0	Sign Str - C-005 MM 60.41 Cantilever Type 3 WB	1	EA	\$ 23,000.00	\$ 23,000	
7125	0	Sign Str - C-006 MM 60.96 Cantilever Type 3 EB Ex.	1	EA	\$ 10,000.00	\$ 10,000	
7150	0	Sign Str - C-007 MM 61.37 Cantilever Type 3 EB	1	EA	\$ 23,000.00	\$ 23,000	
7175	0	Sign Str - C-008 MM 61.87 Cantilever Type 3 EB	1	EA	\$ 35,000.00	\$ 35,000	
7200	0	Sign Str - C-009 MM 61.89 Cantilever Type 3 WB	1	EA	\$ 35,000.00	\$ 35,000	
7225	0	Sign Str - C-010 MM 62.29 Cantilever Type 3 EB	1	EA	\$ 20,000.00	\$ 20,000	
7250	0	Sign Str - C-011 MM 62.39 Cantilever Type 3 WB	1	EA	\$ 37,000.00	\$ 37,000	
7275	0	Sign Str - C-012 MM 62.86 Cantilever Type 3 WB	1	EA	\$ 35,000.00	\$ 35,000	
7300	0	Sign Str - C-013 MM 62.86 Cantilever Type 3 WB	1	EA	\$ 20,000.00	\$ 20,000	
7325	0	Sign Str - C-014 MM 63.65 Cantilever Type 3 EB	1	EA	\$ 18,000.00	\$ 18,000	
8000	0	Sign Str - PM MM 51.6-51.7 EB	1	EA	\$ 4,300.00	\$ 4,300	
8025	0	Sign Str - PM MM 52.3-52.4 EB	1	EA	\$ 4,300.00	\$ 4,300	
8050	0	Sign Str - PM MM 53.3-53.4 EB	1	EA	\$ 4,300.00	\$ 4,300	
8075	0	Sign Str - PM MM 55.9-56.0 EB	1	EA	\$ 4,300.00	\$ 4,300	
8100	0	Sign Str - PM MM 57.8-59.0 EB	1	EA	\$ 4,300.00	\$ 4,300	
8125	0	Sign Str - PM MM 58.5-58.6 EB	1	EA	\$ 4,300.00	\$ 4,300	
8150	0	Sign Str - PM MM 65.2-65.3 EB	1	EA	\$ 4,300.00	\$ 4,300	
8175	0	Sign Str - PM MM 67.5-67.6 EB	1	EA	\$ 4,300.00	\$ 4,300	
8200	0	Sign Str - PM MM 70.6-70.7 EB	1	EA	\$ 4,300.00	\$ 4,300	
8225	0	Sign Str - PM MM 65.0-65.1 WB(1)	1	EA	\$ 4,300.00	\$ 4,300	
8250	0	Sign Str - PM MM 65.0-65.1 WB(2)	1	EA	\$ 4,300.00	\$ 4,300	
8275	0	Sign Str - PM MM 64.8-64.9 WB	1	EA	\$ 4,300.00	\$ 4,300	
8300	0	Sign Str - PM MM 60.1-60.2 WB	1	EA	\$ 4,300.00	\$ 4,300	
8325	0	Sign Str - PM MM 59.7-59.8 WB	1	EA	\$ 4,300.00	\$ 4,300	
8330	0	Sign Str - PM MM 58.1-58.2 WB	1	EA	\$ 4,300.00	\$ 4,300	
8335	0	Sign Str - PM MM 57.6-57.7 WB	1	EA	\$ 4,300.00	\$ 4,300	
8340	0	Sign Str - PM MM 55.2-55.3 WB	1	EA	\$ 4,300.00	\$ 4,300	
8345	0	Sign Str - PM MM 52.2-52.3 WB	1	EA	\$ 4,300.00	\$ 4,300	
9000	0	Sign Str - MM 70.5-70.6 EB Butterfly DMS-004	1	EA	\$ 40,000.00	\$ 40,000	
9025	0	Sign Str - MM 72.3-72.4 WB Butterfly DMS-005	1	EA	\$ 40,000.00	\$ 40,000	
9050	0	Sign Str - MM 72.4-72.5 EB Butterfly DMS-006	1	EA	\$ 33,000.00	\$ 33,000	
9075	0	Sign Str - G-001 MM 52.47 Gantry Type 1 EB	1	EA	\$ 55,000.00	\$ 55,000	
9100	0	Sign Str - G-003 MM 52.97 Gantry Tupe 1A EB	1	EA	\$ 55,000.00	\$ 55,000	
9125	0	Sign Str - G-004 MM 53.06 Gantry Type 1 WB	1	EA	\$ 50,000.00	\$ 50,000	

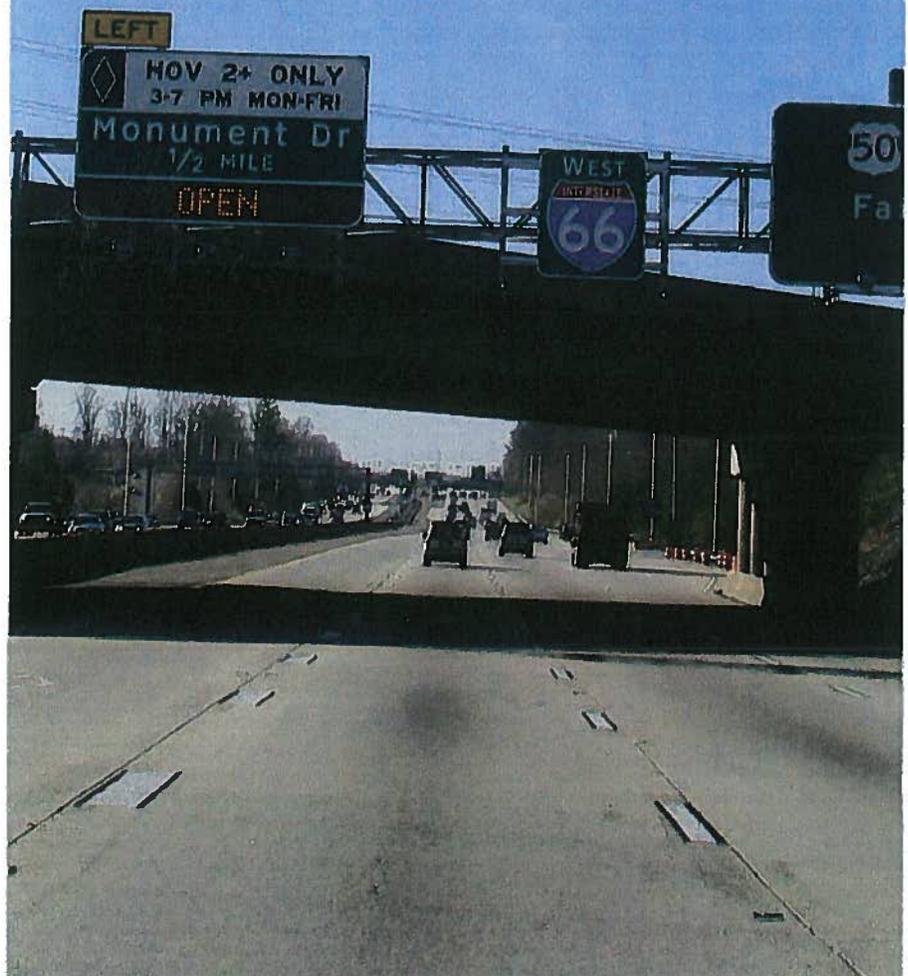
The Lane Construction Corporation		I-66 Active Traffic Management (ATM)						
90 Fieldstone Court		Project No. 0066-96A-917, P101, N501						
Cheshire, CT 06410		Bid Date September 5, 2012						
Sequence No.	VDOT Bid Item No.	Description	Estimated Quantity	Units	Unit Price	Extended Amount	Adjustment Item	
							Asphalt	Fuel
9150	0	Sign Str - G-005 MM 53.70 Gantry Type 2A EB&WB	1	EA	\$ 115,000.00	\$ 115,000		
9175	0	Sign Str - G-006 MM 54.19 Gantry Type 1A WB	1	EA	\$ 50,000.00	\$ 50,000		
9200	0	Sign Str - G-008 MM 54.85 Gantry Type 2 EB&WB	1	EA	\$ 125,000.00	\$ 125,000		
9225	0	Sign Str - G-009 MM 55.48 Gantry Type 2 EB&WB	1	EA	\$ 115,000.00	\$ 115,000		
9250	0	Sign Str - G-010 MM 55.97 Gantry Type 2 EB&WB	1	EA	\$ 115,000.00	\$ 115,000		
9275	0	Sign Str - G-011 MM 56.5 Gantry Type 2 EB&WB	1	EA	\$ 125,000.00	\$ 125,000		
9300	0	Sign Str - G-013 MM 56.66 Gantry Type 1 WB	1	EA	\$ 50,000.00	\$ 50,000		
10000	0	Sign Str - G-014 MM 57.05 Gantry Type 1 EB (Exist)	1	EA	\$ 13,000.00	\$ 13,000		
10025	0	Sign Str - G-015 MM 57.54 Gantry Type 1 EB	1	EA	\$ 55,000.00	\$ 55,000		
10050	0	Sign Str - G-017 MM 57.76 Gantry Type 1 WB	1	EA	\$ 50,000.00	\$ 50,000		
10075	0	Sign Str - G-018 MM 58.31 Gantry Type 2 EB&WB	1	EA	\$ 105,000.00	\$ 105,000		
10100	0	Sign Str - G-020 MM 58.57 Gantry Type 1 EB	1	EA	\$ 50,000.00	\$ 50,000		
10125	0	Sign Str - G-021 MM 58.75 Gantry Type 1 WB	1	EA	\$ 45,000.00	\$ 45,000		
10150	0	Sign Str - G-023 MM 59.21 Gantry Type 1 EB	1	EA	\$ 50,000.00	\$ 50,000		
10175	0	Sign Str - G-024 MM 59.34 Gantry Type 3A EB Ex.	1	EA	\$ 13,000.00	\$ 13,000		
10200	0	Sign Str - G-025 MM 59.68 Gantry Type 1 WB	1	EA	\$ 50,000.00	\$ 50,000		
10225	0	Sign Str - G-026 MM 59.09 Gantry Type 1 EB	1	EA	\$ 55,000.00	\$ 55,000		
10250	0	Sign Str - G-027 MM 60.00 Gantry Type 1 WB	1	EA	\$ 50,000.00	\$ 50,000		
10275	0	Sign Str - G-028 MM 60.06 Gantry Type 1 EB	1	EA	\$ 50,000.00	\$ 50,000		
10300	0	Sign Str - G-029 MM 60.88 Gantry Type 1 WB	1	EA	\$ 50,000.00	\$ 50,000		
10400	0	Sign Str - G-031 MM 61.11 Gantry Type 1 EB	1	EA	\$ 50,000.00	\$ 50,000		
10500	0	Sign Str - G-032 MM 62.27 Gantry Type 1 WB Exist.	1	EA	\$ 13,000.00	\$ 13,000		
10600	0	Sign Str - G-033 MM 61.53 Gantry Type 1 EB	1	EA	\$ 50,000.00	\$ 50,000		
10700	0	Sign Str - G-034 MM 61.71 Gantry Type 1 WB	1	EA	\$ 45,000.00	\$ 45,000		
10800	0	Sign Str - G-035 MM 62.15 Gantry Type 2 EB&WB	1	EA	\$ 180,000.00	\$ 180,000		
10900	0	Sign Str - G-036 MM 62.62 Gantry Type 2 EB&WB	1	EA	\$ 115,000.00	\$ 115,000		
11000	0	Sign Str - G-037 MM 63.13 Gantry Type 2 EB&WB	1	EA	\$ 115,000.00	\$ 115,000		
11100	0	Sign Str - G-038 MM 63.41 Gantry Type 2B EB&WB Ex.	1	EA	\$ 13,000.00	\$ 13,000		
11200	0	Sign Str - G-039 MM 63.83 Gantry Type 2A EB&WB Ex.	1	EA	\$ 13,000.00	\$ 13,000		
11300	0	Sign Str - G-040 MM 64.50 Gantry Type 2 EB&WB	1	EA	\$ 110,000.00	\$ 110,000		
11400	0	Sign Str - G-012 MM 56.82 Gantry DMS WB	1	EA	\$ 140,000.00	\$ 140,000		
11500	0	Sign Str - G-002 Existing (LCS Mount)	1	EA	\$ 20,000.00	\$ 20,000		
11600	0	Sign Str - G-007 Existing (LCS Mount)	1	EA	\$ 20,000.00	\$ 20,000		
12000	0	Drainage	1	LS	\$ 18,000.00	\$ 18,000		
14000	0	Erosion and Sediment Control - ITS	1	LS	\$ 235,000.00	\$ 235,000		
16000	0	Ground Mounted Signs	18	EA	\$ 2,000.00	\$ 36,000		
17000	0	Sign Panels	8,562	SF	\$ 32.00	\$ 273,984		
18000	0	Bridge Mounted Sign Removal	28	EA	\$ 8,000.00	\$ 224,000		
19000	0	Remove Guardrail	2,000	LF	\$ 23.00	\$ 46,000		
19050	0	Guardrail GR-2	2,000	LF	\$ 30.00	\$ 60,000		

Proposed Monthly Payment Schedule



The Lane Construction Corporation		I-66 Active Traffic Management (ATM)	
90 Fieldstone Court		Project No. 0066-96A-917, P101, N501	
Cheshire, CT 06410		Proposed Monthly Payment Schedule	
Month	Year	Monthly Draw	Cumulative Draw
November	2012	\$ 466,000	\$ 466,000
December	2012	\$ 438,000	\$ 904,000
January	2013	\$ 438,000	\$ 1,342,000
February	2013	\$ 438,000	\$ 1,780,000
March	2013	\$ 438,000	\$ 2,218,000
April	2013	\$ 3,168,000	\$ 5,386,000
May	2013	\$ 3,515,000	\$ 8,901,000
June	2013	\$ 1,994,000	\$ 10,895,000
July	2013	\$ 4,297,000	\$ 15,192,000
August	2013	\$ 4,100,000	\$ 19,292,000
September	2013	\$ 3,098,000	\$ 22,390,000
October	2013	\$ 3,060,000	\$ 25,450,000
November	2013	\$ 2,898,000	\$ 28,348,000
December	2013	\$ 3,378,000	\$ 31,726,000
January	2014	\$ 3,296,000	\$ 35,022,000
February	2014	\$ 3,006,000	\$ 38,028,000
March	2014	\$ 3,433,000	\$ 41,461,000
April	2014	\$ 1,346,000	\$ 42,807,000
May	2014	\$ 1,346,000	\$ 44,153,000
June	2014	\$ 946,000	\$ 45,099,000
July	2014	\$ 1,081,000	\$ 46,180,000
August	2014	\$ 429,000	\$ 46,609,000
September	2014	\$ 361,000	\$ 46,970,000
October	2014	\$ 661,000	\$ 47,631,000
November	2014	\$ 640,428	\$ 48,271,428

Price Adjustment Information



**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.

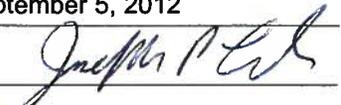
In order to be eligible for asphalt price adjustment under this provision, the Design-Builder shall clearly identify in its Price Proposal those pay items and the associated quantities it chooses to have asphalt price adjustment applied to in its work packages. Items the Design-Builder claims in its 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 5, 2012

Signature: 

Design-builder: The LANE Construction Corporation

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: 0066-96A-917, P101, N501

CONTRACT ID NUMBER: C00098017DB46

DISTRICT: IM-5A01 (274)

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of \$ 573.33 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 5, 2012

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.

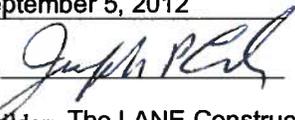
In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, 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 5, 2012

Signature: 

Design-builder: The LANE Construction Corporation

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

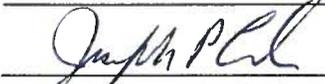
45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASEMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
50402	SIGN POST STEEL 3"	LF	101706
50404	SIGN POST STEEL 4"	LF	101706
50406	SIGN POST STEEL 6"	LF	101706
50410	SIGN POST STEEL 10"	LF	101706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

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

I elect to use this provision

I elect not to use this provision

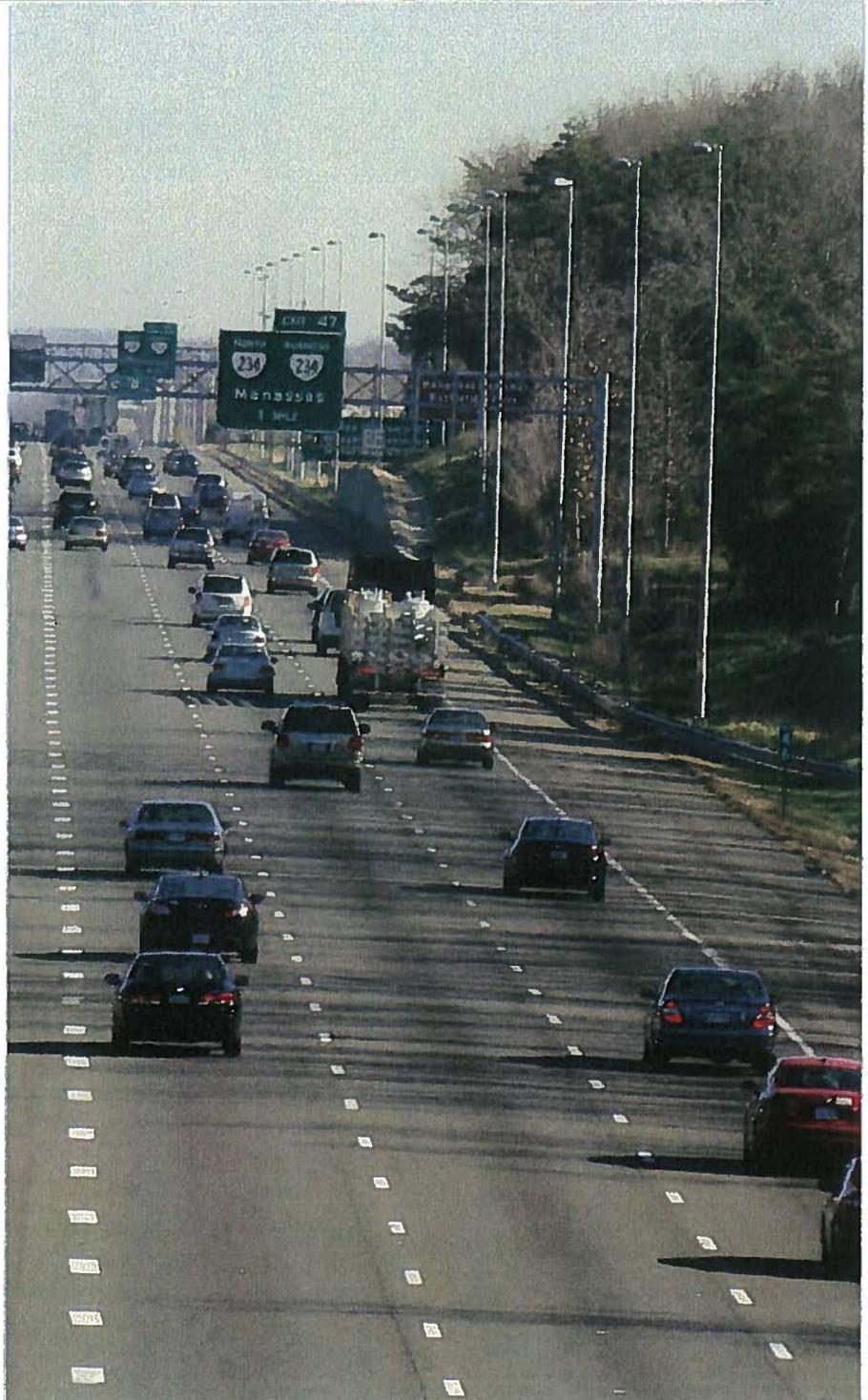
Date: September 5, 2012

Signature: 

Design-Builder: The LANE Construction Corporation

Vendor No.: L 002

Proposal Guaranty (C-24)



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

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

SIGNED, sealed and dated this 30th Day of August, 20 12

WHEREAS, the above said principal is herewith submitting its proposal for: I-66 Active Traffic Management Design-Build (Arlington, Fairfax & Pr. William Cty.)
PROJECT NUMBER: Contract ID No.: C00098017DB46; State Proj. #: 0066-96A-917, P101, N501;
Federal Project #: IM-5A01 (274)

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: [Signature]
(Officer, Partner or Owner) (Seal)

P. DOBBE
Exec. V.P. & Secretary
(Principal*)

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

By: _____
(Principal*)

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

Fidelity and Deposit Company of Maryland
(Surety Company)

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

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

By: Liberty Mutual Insurance Company
(Surety Company)

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

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

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

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

**Attach copy of Power of Attorney

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, 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, Jean M. FEENEY, Mark P. HERENDEEN, Susan M. KEDIAN, 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 9th day of May, A.D. 2012.

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. McClellen
Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 9th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, 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, depose 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



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5400221

Certificate No. _____

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

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **JEAN M. FEENEY, KEVIN A. WHITE, MARK P. HERENDEEN, SUSAN M. KEDIAN, JEAN CORREIA, MARIA CHAVES, BRIAN DRISCOLL, THERESAN E. ROWEDDER, JANE GILSON,**

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of MAY, 2012.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 23rd day of MAY, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: *KD Riley*
KD Riley, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of AUGUST, 2012.



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

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

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



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

Resolution unanimously approved by the Board of Directors of The Lane Construction Corporation effective January 1, 2012:

VOTED: That effective January 1, 2012, 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
- M. M. Cote, Executive Vice President, Northern Division
- D. F. Benton, Executive Vice President, Southern Division
- 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
- T. R. Larson, Assistant Vice President Engineering
- J. O. Hughes, Regional Vice President South-Southwest Region & Assistant Secretary
- J. P. Lark, Regional Vice President Mid-Atlantic Region & Assistant Secretary
- S. A. Leach, Regional Vice President Northeast Region & Assistant Secretary
- D. J. Rankin, Regional Vice President Mid-South Region & Assistant Secretary
- M. A. Schiller, Regional District Manager
- M. R. Hindt, Regional District Manager
- R. A. Bean, District Manager
- M. C. Cuilik, District Manager
- H. D. Fletcher, District Manager
- D. W. Grey, District Manager
- G. A. Hassfurter, District Manager
- G. F. Jerabek, District Manager
- R. P. Lane, District Manager
- D. A. Luzier, District Manager
- R. A. McDonough, District Manager
- J. P. McLear, District Manager
- D. S. Mason, Jr., District Manager
- D. B. O'Connor, District Manager
- K. K. Prince, District Manager
- H. W. Reitz, District Manager
- R. E. Spencer, District Manager
- C. M. Curran, Assistant District Manager
- C. E. DuBois, Assistant District Manager
- P. J. Paul, Assistant District Manager
- D. J. Phillips, Assistant District Manager
- E. G. Ritchie, Assistant District 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 January 1, 2012, and that the above vote has not been rescinded and stands in full force and effect as of this date.

THE LANE CONSTRUCTION CORPORATION

August 31, 2012
 Date

Ann M. Falsey
 Assistant Secretary

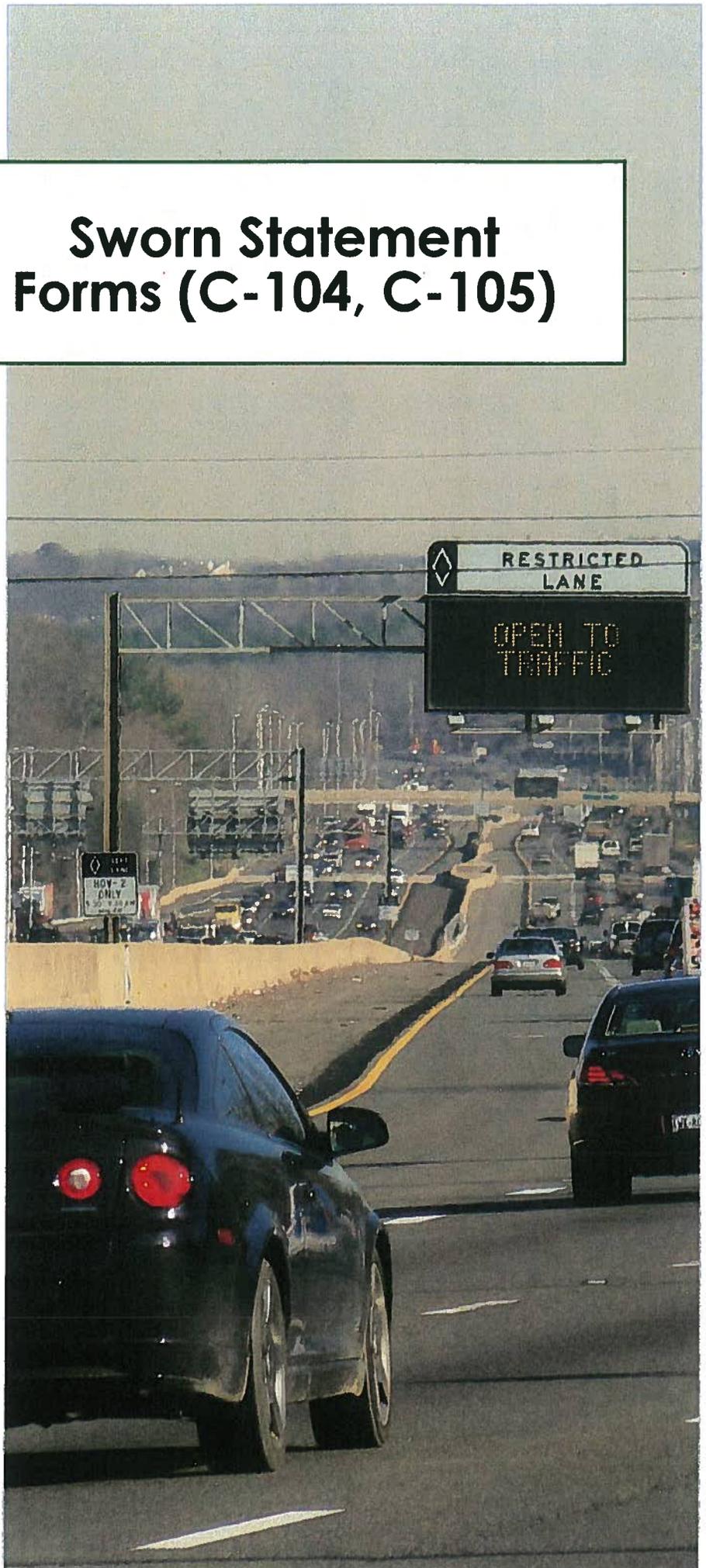
State of Connecticut
 County of New Haven

August 31, 2012
 Date

Personally appeared before me, Ann M. Falsey, Assistant Secretary, and made oath that the above is a true copy of the 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

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



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

PROJECT: 0066-96A-917, P101, N501

Contract ID Number C00098017DB46

FHWA: IM-5A01 (274)

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 Chantilly, VA, this 5th day of September, 20 12
County (City), STATE

The LANE Construction Corporation
(Name of Firm)

By: [Signature] Regional V.P. Mid Atlantic Region
(Signature) Title (print)

STATE of Virginia

COUNTY (CITY) of Fairfax

To-wit:

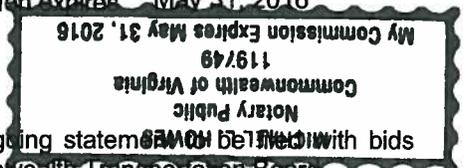
I Michael L. Howes, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day Joseph P. Lark

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~~ 5th day of September, 20 12

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

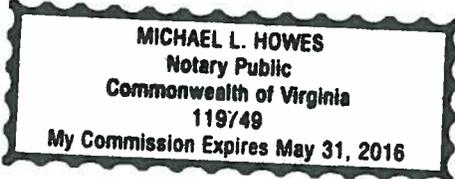
OR
UNSWORN DECLARATION



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

Signed at _____, this _____ day of _____, 20 _____
County (City), STATE

By: _____
(Name of Firm) (Signature) Title (print)



**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT**

PROJECT: 0066-96A-917, P101, N501

Contract ID No. C00098017DB46

FHWA: IM-5A01 (274)

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

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

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

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

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

Form C-105
page 2

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

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

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

Signed at Chantilly, VA , this 5th day of September , 20 12
County (City), STATE

The LANE Construction Corporation
(Name of Firm)

By: *Joseph P. Lark* Regional V. P. Mid Atlantic Region
(Signature) Title (print)

STATE of Virginia

COUNTY (~~CLY~~) of Fairfax

To-wit:

I Michael L. Howes , a Notary Public in and for the State and
County(City) aforesaid, hereby certify that this day Joseph P. Lark

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.

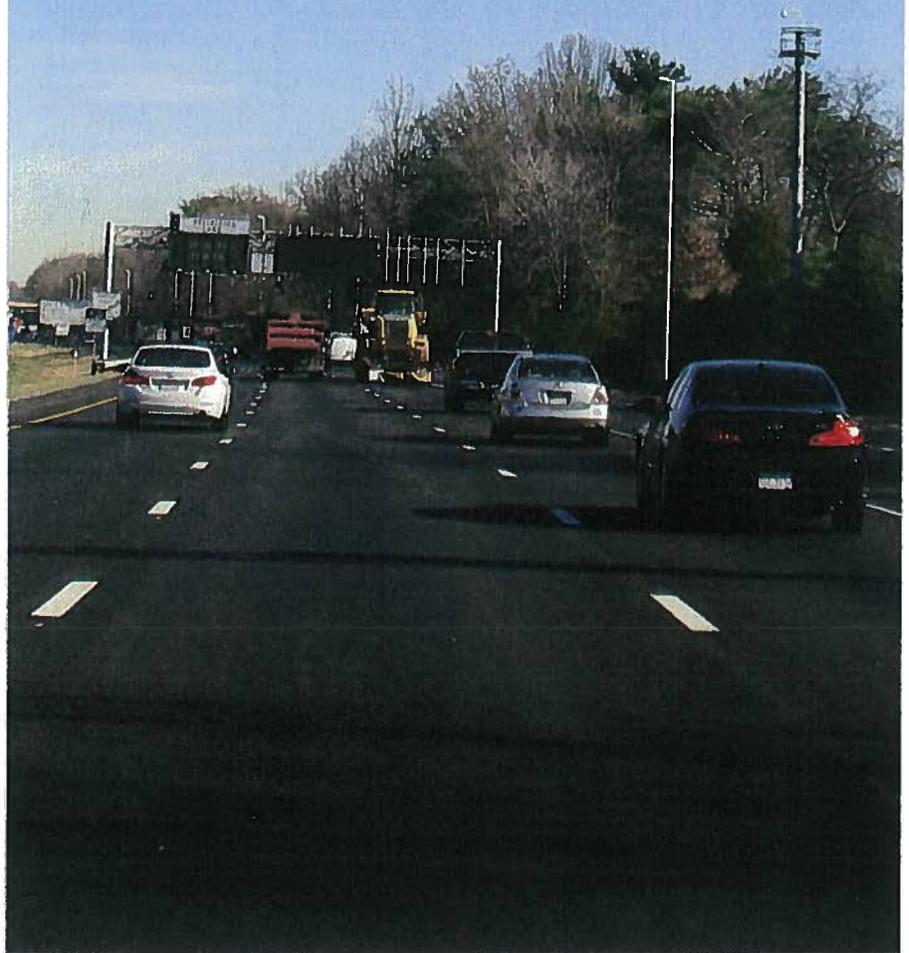
Subscribed and sworn to before me this 5th day of September , 20 12

Michael L. Howes My Commission expires May 31, 2016

Notary Public



DBE Requirements Forms (C-111, C-112)



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0066-96A-917, P101, N501

FHWA NO. IM-5A01 (274)

*** INSTRUCTIONS ***

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **PLEASE NOTE:** THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT 15 %

PERCENT ATTAINED BY BIDDER 15.1 %

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	\$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
<u>See attached list</u>			

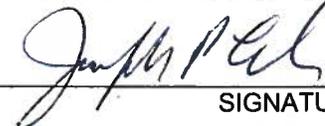
TOTAL \$ 7,301,630

TOTAL CONTRACT VALUE \$ 48,271,428.00 x REQUIRED DBE 15.0 % = \$ 7,240,714.20

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

The LANE Construction Corporation
BIDDER

BY


SIGNATURE

Regional Vice President Mid Atlantic Region
TITLE

BY

September 5, 2012
DATE

The LANE Construction Corporation		I-66 Active Traffic Management (ATM)	
90 Fieldstone Court		Arlington, Fairfax and Prince William Counties, VA	
Cheshire, CT 06410		Project No. 0066-96A-917, P101, N501	
		Contract ID Number C00098017DB46	
		DBE Program	
Total Contract Value:	\$ 48,271,428	Attachment to C-111	
DBE Firm	Certification No.	Type of Work	Amount of Allowable Credit
Sabra, Wang & Associates	000982	ITS Design	3.1% \$ 1,501,630
Old Dominion Electrical Supply	000023	Supply Electrical Equipment and Supplies	12.0% \$ 5,800,000
			15.1% \$ 7,301,630

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

Project No.: 0066-96A-917, P101, N501

Federal Project No.: IM-5A01 (274)

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

Regional V. P. Mid Atlantic Region

Title

Date: September 5, 2012

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

Harold Miller *OLD DOMINION ELECTRICAL SUPPLY*

By: *Harold Miller* *PRESIDENT*
Signature Title
Date: *SEPT. 4, 2012*

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

Project No.: **0066-96A-917, P101, N501**

Federal Project No.: **IM-5A01 (274)**

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 5, 2012

First Tier
Subcontractor if
Applicable

Rinker Design Associates, P.C.

By:  Director of Transportation
Signature Title

Date: August 31, 2012

Second Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

Third Tier
Subcontractor if
Applicable

By: _____
Signature Title

Date: _____

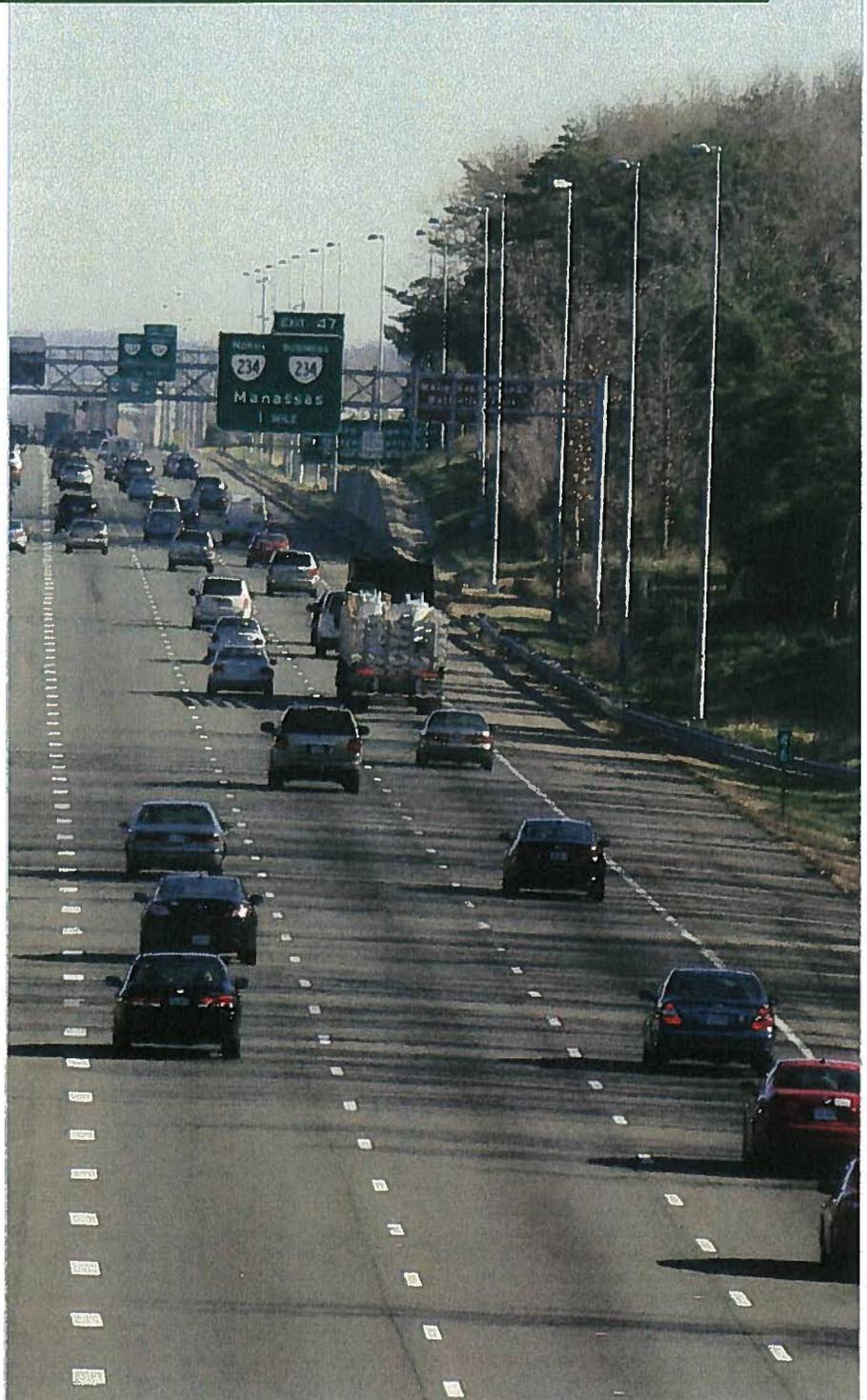
DBE Contractor

Sabra, Wang and Associates, Inc.

By:  _____
Signature Title

Date: August 31, 2012

Debarment Form (Primary)



ATTACHMENT 11.8.6(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0066-96A-917, P101, N501

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

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

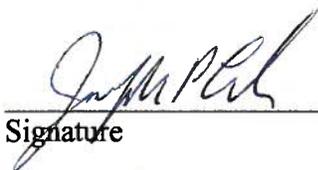
b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under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

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

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

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

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



Signature

September 5, 2012

Date

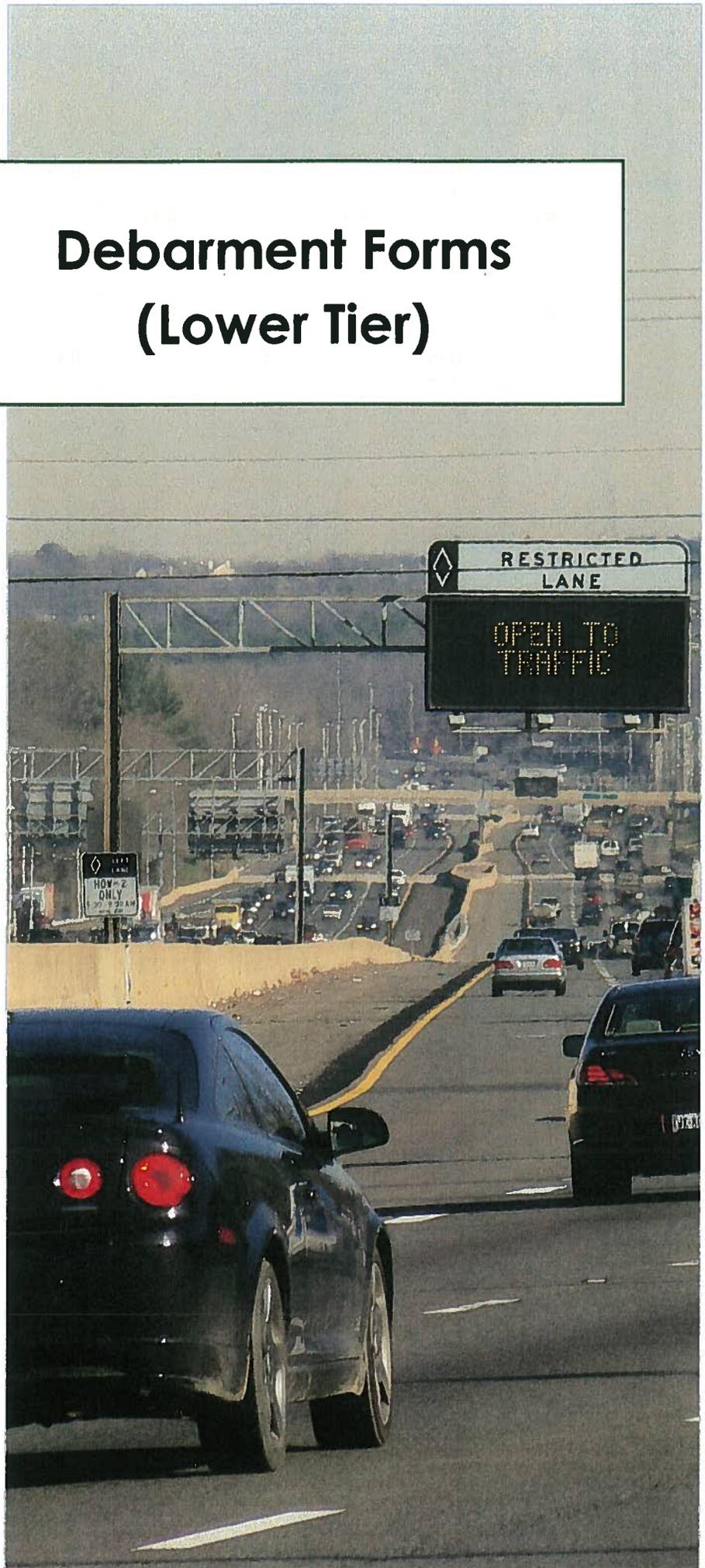
Regional Vice President Mid Atlantic Region

Title

The LANE Construction Corporation

Name of Firm

Debarment Forms (Lower Tier)



ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0066-96A-917, P101, N501

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Signature

August 31, 2012

Date

Director of Transportation

Title

RINKER DESIGN ASSOCIATES, P.C.

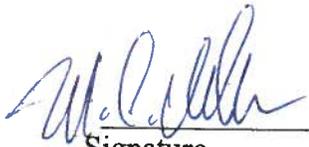
Name of Firm

ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0066-96A-917, P101, N501

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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



Signature

08/31/2012

Date

Vice President

Title

URS Corporation

Name of Firm

ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

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	8/31/2012	President/CEO
Signature <i>CEO</i>	Date	Title
Mark L. Battle		

World Fiber Technologies, Inc.

Name of Firm

ATTACHMENT 11.8.6(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

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Signature

August 31, 2012
Date

Senior Vice President/Regional Manager
Title

MBP

Name of Firm

ATTACHMENT 11.8.6(b)
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David L. Dier August 31, 2012
Signature Date

President
Title

FreeAhead Engineering PC
Name of Firm

ATTACHMENT 11.8.6(b)
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Signature Date

Title Vice President/Chief Engineer

ECS Mid-Atlantic, LLC

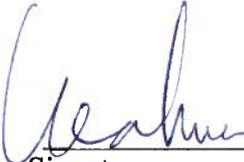
Name of Firm

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LOWER TIER COVERED TRANSACTIONS

Project No.: 0066-96A-917, P101, N501

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	8-30-12	Vice President
Signature	Date	Title

Geo-Technology Associates, Inc.
Name of Firm

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LOWER TIER COVERED TRANSACTIONS

Project No.: 0066-96A-917, P101, N501

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	August 31, 2012	President
Signature	Date	Title

Sabra, Wang & Associates, Inc.
Name of Firm

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LOWER TIER COVERED TRANSACTIONS

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<u><i>[Handwritten Signature]</i></u>	<u>SEPT 4, 2012</u>	<u>PRESIDENT</u>
Signature	Date	Title

OLD DOMINION ELECTRICAL SUPPLY
Name of Firm

LANE

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