Letter of Submittal

A DESIGN-BUILD PROJECT

Route 29 Bridge
Over Little Rocky Run

From: 0.2 Mile East of Pickwick Road
To: Union Mill Road

Fairfax County, Virginia

State Project No.:
0029-029-128, PE-101, RW-201, C-501, B-608

Federal Project No.:
BR-5401(896)

Contract ID No.:
C00077322DB52

Date: April 4, 2013
4.0.1.1 Letter of Submittal Checklist
ATTACHMENT 4.0.1.1
ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN
LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

<table>
<thead>
<tr>
<th>Letter of Submittal Component</th>
<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
<th>Page Reference</th>
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</thead>
<tbody>
<tr>
<td>Letter of Submittal Checklist and Contents</td>
<td>Attachment 4.0.1.1</td>
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</tr>
<tr>
<td>Acknowledgement of RFP, Revisions, and/or Addenda</td>
<td>Attachment 3.4</td>
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<td>Page iii</td>
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<td>Letter of Submittal</td>
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<td>Pages 1-2</td>
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<td>Letter of Submittal on Offeror’s letterhead</td>
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<td>Pages 1-2</td>
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<td>Page 2</td>
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<td>Authorized representative’s original signature</td>
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<td>Page 2</td>
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<td>Declaration of intent</td>
<td>NA</td>
<td>Section 4.1.2</td>
<td>Page 2</td>
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<td>120 day declaration</td>
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<td>Section 4.1.3</td>
<td>Page 2</td>
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<td>Point of Contact information</td>
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<td>Section 4.1.4</td>
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<tr>
<td>Principal Officer information</td>
<td>NA</td>
<td>Section 4.1.5</td>
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<tr>
<td>Offeror’s Corporate Structure</td>
<td>NA</td>
<td>Section 4.1.6</td>
<td>Page 2</td>
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<tr>
<td>Full Legal Name of Lead Contractor and Lead Designer</td>
<td>NA</td>
<td>Section 4.1.7</td>
<td>Page 2</td>
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<tr>
<td>Offeror’s VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.1.8</td>
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<td>DBE statement confirming Offeror is committed to achieving the required DBE goal</td>
<td>NA</td>
<td>Section 4.1.9</td>
<td>Page 2</td>
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<td>Interim Milestone and Final Completion Date(s)</td>
<td>NA</td>
<td>Section 4.1.10</td>
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## Letter of Submittal Component Checklist

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<tr>
<td>Attachments to the Letter of Submittal</td>
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<td>Section 4.2</td>
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<tr>
<td>Affiliated and/ or Subsidiary Companies</td>
<td>Attachment 4.2.1</td>
<td>Section 4.2.1</td>
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</tr>
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<td>Certification Regarding Debarment Forms</td>
<td>Attachment 4.2.2(a), Attachment 4.2.2(b)</td>
<td>Section 4.2.2</td>
<td>Appendix 4.2.2</td>
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<td>Offeror’s VDOT prequalification information</td>
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<td>Appendix 4.2.3</td>
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<td>Evidence of obtaining bonding</td>
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<td>Section 4.2.4</td>
<td>Appendix 4.2.4</td>
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<td>Full size copies of DPOR licenses and SCC registrations</td>
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<td>Appendix 4.2.5</td>
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<td>SCC registration information - businesses</td>
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<td>Section 4.2.5.1</td>
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<td>DPOR registration information - businesses</td>
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<td>Section 4.2.5.2</td>
<td>Appendix 4.2.5</td>
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<td>Lead Contractor Work History Form</td>
<td>Attachment 4.2.6(a)</td>
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<td>Appendix 4.2.6</td>
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<td>Lead Designer Work History Form</td>
<td>Attachment 4.2.6(b)</td>
<td>Section 4.2.6</td>
<td>Appendix 4.2.6</td>
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<td>Conceptual Roadway Plans</td>
<td>NA</td>
<td>Section 4.2.7</td>
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<td>Conceptual Bridge Plans</td>
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</table>
ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00077322DB52
PROJECT NO.: 0029-029-128

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 3.4, 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:

   (Date)

2. Cover letter of March 20, 2013 – RFP Addendum No. 1
   (Date)

3. Cover letter of
   (Date)

[Signature]

Aaron T. Myers, Vice President/General Manager

[Date] 04/04/2013
4.1 Letter of Submittal
American Infrastructure (AI), ABC National Contractor of the Year for 2011, has a commitment to safety, quality, and customer satisfaction that consistently provides best value to our owners. AI has been providing construction services in the Commonwealth since 1967. Since 2008, AI has successfully delivered two Virginia design-build projects, both ahead of schedule, and is currently working on three active design-build projects for VDOT.

KCI Technologies, Inc. (KCI) will be the lead design firm for the Project. Operating since 1955, KCI brings a 58-year reputation for design excellence, innovation, and bridge design and has completed over 25 design-build projects in the last 15 years. KCI recently expanded their resume through the acquisition of Triplett-King & Associates, Inc, a highly-reputable bridge design firm who specialized in design-build projects and bridge design.

Rinker Design Associates, P.C. (RDA) will provide roadway design support for the Project. A Virginia-based firm and design-build innovator as the lead designer for eight DB projects, RDA is the lead designer for AI on two current VDOT design-build projects.

A PROVEN SAFETY RECORD

American Infrastructure has in place a safe-work policy and program recognized both inside and outside the industry as a model for consistently elevated levels of measurable safe-work performance. The company-wide safety initiative, known as Home Safe Tonight, has as its primary consideration the well-being and safety of our people. It also serves to enhance public perception of a project, reduces costs, and can accelerate the construction schedule. Home Safe Tonight is based on the premise that safe work operations must be planned into every phase of the construction process, and calls on every employee to recognize that everyone else’s safety is as important as their own. Since the implementation of Home Safe Tonight in 2007, the company has reduced its recordable incident rate from 6.26 to 1.47.

AI has extensive safe-work experience on roadway and bridge construction projects. Our crews and supervisors are certified through ATSSA and VDOT’s Work Zone Traffic Control Training for implementation and inspection of traffic patterns. AI will assign a Safety Coordinator to the Project to ensure safety policy compliance of AI crews and subcontractors.

<table>
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<th>Year</th>
<th>OSHA RIR</th>
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<tr>
<td>2012</td>
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</tr>
<tr>
<td>2011</td>
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<td>2010</td>
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<td>2009</td>
<td>2.60</td>
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<td>2008</td>
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SUBMITTAL REQUIREMENTS

The AI Team submits the information below as detailed in Section 3.2 of the Request for Qualifications:

4.1.1 The full legal name and address of American Infrastructure – VA, Inc. (AI-VA) is as follows:
American Infrastructure – VA, Inc., 301 Concourse Boulevard, Suite 300, Glen Allen, VA 23059

4.1.2 American Infrastructure – VA, Inc. (AI-VA) intends to enter into a contract with VDOT for the Route 29 Bridge over Little Rocky Run Project in accordance with the terms of the RFP.

4.1.3 The offer in the Price Proposal will remain in full force and effect for one hundred and twenty (120) days after submittal to VDOT on April 4, 2013.

4.1.4 Contact information for the AI Team’s primary point of contact is as follows:
Aaron Myers, VP/GM 804.290.8500 (Telephone)
301 Concourse Boulevard – Suite 300 804.418.7935 (Fax)
Glen Allen, VA 23055 aaron.myers@americaninfrastructure.com

4.1.5 The principal officer of AI-VA with whom a design-build contract with VDOT would be written is:
Aaron Myers, VP/GM 804.290.8500 (Telephone)
301 Concourse Boulevard – Suite 300 804.418.7935 (Fax)
Glen Allen, VA 23055 aaron.myers@americaninfrastructure.com

4.1.6 AI-VA is a registered Corporation in the Commonwealth of Virginia and will take full financial responsibility for the Project. A single performance bond and a single payment bond will be provided for the Project.

4.1.7 American Infrastructure – VA, Inc. will be the Lead Contractor and KCI Technologies, Inc. will be the Lead Designer for the Project.

4.1.8 AI-VA is active, in good standing and prequalified to bid on the Project as outlined in VDOT’s Rules Governing Prequalification Privileges. AI-VA’s prequalification number is G303 and our prequalification certificate is included as in APPENDIX 4.2.3.

4.1.9 AI is committed to achieving the 15% DBE participation goal for the Project, and is working towards achieving the goal by adding certified DBE firms to our management team as well as selecting qualified subcontractors.

4.1.10 The AI Team will meet the Substantial Completion and Final Completion dates required by the RFP.

Substantial Completion: August 28, 2015
Final Completion: October 22, 2015

The AI Team is committed to delivering the Route 29 Bridge over Little Rocky Run Project to VDOT with high quality, both on-time and on-budget.

Respectfully,

[Signature]

Aaron Myers, VP/GM
American Infrastructure – VA, Inc.
4.2.1 Affiliated/Subsidiary Companies
Offerors shall complete the table and include the addresses of affiliates or subsidiary companies as applicable. By completing this table, Offerors certify that all affiliated and subsidiary companies of the Offeror are listed.

- The Offeror does not have any affiliated or subsidiary companies.
- Affiliated and/ or subsidiary companies of the Offeror are listed below.

<table>
<thead>
<tr>
<th>Relationship with Offeror (Affiliate or Subsidiary)</th>
<th>Full Legal Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affiliate</td>
<td>American Infrastructure, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Myers Aviation Company, LLC</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>American Infrastructure-MD, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Allan A. Myers, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<tr>
<td>Affiliate</td>
<td>Allan A. Myers, Co.</td>
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<td>Affiliate</td>
<td>Allan A. Myers, LP</td>
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<td>Affiliate</td>
<td>American Infrastructure Investments, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Affiliate</td>
<td>Devault Partners, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Affiliate</td>
<td>Devault Crushed Stone Partners, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Affiliate</td>
<td>The Myers Group, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Affiliate</td>
<td>Compass Quarries, Inc.</td>
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<td>Affiliate</td>
<td>Al Transport Co</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Independence Construction Materials, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>ICM of Maryland, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>ICM of Pennsylvania, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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## Affiliated and Subsidiary Companies of the Offeror

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<tr>
<th>Affiliate</th>
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<td></td>
<td>D. M. Stoltzfus &amp; Son, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Elk Mills Partners, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Cedar Hill Quarry Partners, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Talmage Partners, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>440 Twin Oaks Drive, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Jessup Asphalt Partners, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0029-029-128

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]
Aaron T. Myers
Name of Firm

Date 03/22/13
Vice President/General Manager
Title

American Infrastructure-VA, Inc.
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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 Offor for contracts to be let by the Commonwealth Transportation Board.

[Signature] 03/20/2013  [Name of Firm]

[Date]  [Title]

VICE PRESIDENT
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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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 4/2/13  General Manager / Principal
Date
Title

Rinker Design Associates, P.C.
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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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] 4/2/2013 [President and CEO]
Signature Date Title

[Name of Firm]

DNY Engineering Consultants, LLC
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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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] [Date: 3/28/13] [Title]

Quinn Consulting Services, Inc.

Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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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: [Signature]
Date: 21 March 2013
Title: [Title]
Name of Firm: [Name of Firm]
ATTACHMENT 4.2.2(h)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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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: [Signature]  Date: 3/21/13  President
Title: [Title]

Name of Firm: D. T. Read Steel Co., Inc.
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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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] 03/21/13 [President]
[Name of Firm]

[Signature] [Date] [Title]

Equator Trucking, Inc.
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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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] [Date] [Principal/Managing Member]

[Signature] [Date] [Title]

[Signature] [Date] [Name of Firm]
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

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Signature Date Title

Name of Firm
4.2.3 Prequalification Evidence
A1065
AMERICAN DRAINAGE SYSTEMS, INC.
PREQ. EXP : 01/31/2014

--PREQ ADDRESS --------------- WORK CLASSES (LISTED BUT NOT LIMITED TO)
6415 ROBINSON RD            173 - WICK DRAINS
WAXHAW, NC 28173-0000
PHONE : 704-843-5985
FAX : 704-843-1834

BUSINESS CONTACT: CASE, JOHN EDWARD
EMAIL: JCASE@WICKDRAINS.COM

-------DBE INFORMATION------

DBE TYPE : N/A
DBE CONTACT: N/A

G303
AMERICAN INFRASTRUCTURE-VA, INC.
PREQ. EXP : 01/31/2014

--PREQ ADDRESS --------------- WORK CLASSES (LISTED BUT NOT LIMITED TO)
301 CONCOURSE BLVD            002 - GRADING
SUITE 300                    003 - MAJOR STRUCTURES
GLEN ALLEN, VA 23059          004 - ASPHALT CONCRETE PAVING
PHONE : 804-290-8500          007 - MINOR STRUCTURES
FAX : 804-418-7935            013 - ROADWAY MILLING
                                  171 - SURFACE TREATMENT

BUSINESS CONTACT: THURSTON, GINA
EMAIL: GINA.THURSTON@AMERICANINFRASTRUCTURE.COM

-------DBE INFORMATION------

DBE TYPE : N/A
DBE CONTACT: N/A
April 4, 2013

Virginia Department of Transportation
1401 East Broad St.
Richmond, VA 23219

Re: American Infrastructure-VA, Inc.
Contract ID Number: C00077322DB52, Federal Project No.: BR5401(896), State Project No.: 0029-029-128, PE-101, RW-201, C-501, B-608 - A Design-Build Project Route 29 Bridge over Little Rocky Run From: 0.2 Mile East of Pickwick Road To: Union Mill Road, Fairfax County, Virginia

To Whom It May Concern:

American Infrastructure-VA, Inc., a subsidiary of American Infrastructure, is a highly regarded and valued client of Fidelity and Deposit Company of Maryland, Zurich American Insurance Company and Arch Insurance Company. Fidelity and Deposit Company of Maryland is rated A+ XV in the Best's Key Rating Guide, listed in the Department of the Treasury's listing of Approved Sureties (Department Circular 570) and licensed to transact business in the Commonwealth of Virginia. Zurich American Insurance Company is rated A+ XV in the Best's Key Rating Guide, listed in the Department of the Treasury's listing of Approved Sureties (Department Circular 570) and licensed to transact business in the Commonwealth of Virginia. Arch Insurance Company is rated A+ XV in the Best's Key Rating Guide, listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) and licensed to transact business in the Commonwealth of Virginia. Fidelity and Deposit Company of Maryland, Zurich and Arch have expressed to them their willingness to provide bonding to support on individual projects in the amount of $250,000,000.00 and aggregate of $600,000,000.00. As surety for American Infrastructure-VA, Inc., Fidelity and Deposit Company of Maryland, Zurich American Insurance Company and Arch, with A.M. Best Financial Ratings as stated above, is capable of obtaining a 100% Performance Bond and a 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods on behalf of the Contractor, in the event that American Infrastructure-VA, Inc. be the successful bidder and enter into a contract for this project.

In accordance with the normal practice, the willingness of Fidelity and Deposit Company of Maryland, Zurich American Insurance Company and Arch Insurance Company to extend suretyship will be based on their underwriting of the account at the time the bonds are requested. This letter shall be valid for a period of 180 days from the date of this letter.

In addition, we would expect that the execution of any final bonds would be subject to a review of the contract documents by American Infrastructure-VA, Inc., Fidelity and Deposit Company of Maryland, Zurich American Insurance Company and Arch Insurance Company as well as satisfactory evidence of financing for the project.

If we can provide any further assistance, please do not hesitate to call upon us.

Sincerely,

Rosenberg & Parker, Inc.

Harry C. Rosenberg
Chairman

HCR/kg

cc: Mr. John Souder, Fidelity and Deposit Company of Maryland and Zurich American Insurance Company and Mr. Joe Crawford, Arch Insurance Company
Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 4.2.5 and that all businesses listed are active and in good standing.

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<tr>
<th>Business Name</th>
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<th>SCC Status</th>
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## ATTACHMENT 4.2.5

**State Project No. 0029-029-128**

### SCC and DPOR Information - Businesses

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<td>Street: 4701 COX RD STE 301</td>
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DATE OF CERTIFICATE: 12/19/1988 PERIOD OF DURATION:  INDUSTRY CODE: 00
STATE OF INCORPORATION: DE DELAWARE  STOCK INDICATOR: S STOCK
MERGER IND: S SURVIVOR  CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y  MONITOR INDICATOR:
R/A NAME: CORPORATION SERVICE COMPANY
STREET: Bank of America Center, 16th Floor  AR RTN MAIL:
1111 East Main Street  STATE : VA ZIP: 23219
R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 04/29/11 LOC : 216
ACCEPTED AR#: 212 54 8434  DATE: 12/17/12  RICHMOND CITY
CURRENT AR#: 212 54 8434  DATE: 12/17/12  STATUS: A  ASSESSMENT INDICATOR: 0
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<td>JOHN S WISIACKAS</td>
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CISM0180

CORPORATE DATA INQUIRY

CORP ID: 0492551 - 7 STATUS: 00 ACTIVE
STATUS DATE: 12/01/08

CORP NAME: QUINN CONSULTING SERVICES INCORPORATED

DATE OF CERTIFICATE: 10/24/1997 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: S STOCK
MERGER IND: S SURVIVOR CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: 50.00 MON NO: MON STATUS: MONITOR DTE:
R/A NAME: JOHN H QUINN JR

STREET: 2208 S KNOLL ST AR RTN MAIL:

CITY: ARLINGTON STATE: VA ZIP: 22202 2134
R/A STATUS: 4 ATTORNEY EFF. DATE: 10/24/97 LOC: 106
ACCEPTED AR#: 212 14 5571 DATE: 09/11/12 ARLINGTON COUNTY
CURRENT AR#: 212 14 5571 DATE: 09/11/12 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
12 100.00

(Screen Id:/Corp_Data_Inquiry)
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* H/H

AMERICAN INFRASTRUCTURE-VA INC
44209 WADE DRIVE
CHANTILLY, VA 20152

Alteration of this document, use after expiration, or use by persons or firms other than those named may result in criminal prosecution under the Code of Virginia.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION

PROFESSIONS: ENG

KCI TECHNOLOGIES INC
936 RIDGBROOK ROAD
SPARKS, MD 21152

Gordon N. Dixon, Director

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
PROFESSIONAL CORPORATION BRANCH OFFICE REGISTRATION

PROFESSIONS: ENG

RINKER DESIGN ASSOCIATES PC
301 CONCOURSE BLVD, STE 120
GLEN ALLEN, VA 23059

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THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

Gordon N. Dixon, Director
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS BUSINESS ENTITY REGISTRATION

PROFESSIONS: ENG

DMY ENGINEERING CONSULTANTS, LLC
45662 TERMINAL DRIVE
SUITE 110
DULLES, VA 20166

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

Gordon N. Dixon, Director
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION

PROFESSIONS: ENG

QUINN CONSULTING SERVICES INC
14160 NEWBROOK DR
SUITE 220
CHANTILLY, VA 20151

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
THE OVER TYE RIVER DESIGN-BUILD

LOCATION: AMHERST AND NELSON COUNTIES, VA

OVER TYE RIVER DESIGN-BUILD

The Route 29 Bridge over Tye River is located near Charlottesville in Amherst and Nelson Counties, Virginia. The purpose of this project was to replace the existing structurally deficient bridge with a new two-lane bridge and reconstruct the approaches on both ends of the structure. The elevation of the roadway profile was increased to match the existing Southbound lanes bridge. The length of the project is approximately 0.4 miles, beginning 650 feet from the south end of the existing bridge and ending 900 feet from the north end of the existing bridge.

The project consisted of complete demolition and removal of the existing Northbound lane bridge and replacement with a 650’ long, five spans, two lane bridge that is approximately 55’ high over the Tye River. The project included the construction and maintenance of a temporary detour to switch all traffic to the Southbound bridge; construction and maintenance of a causeway for access across the river; driving of 12x63 steel piles; rock excavation; construction of two foundations and piers in the river; erection of 77’ concrete Bulb-T’s weighing approximately 65 tons each; placement of approx. 2,100 CY of concrete; placement of approx. 344,000 lbs of reinforcing steel; approx. 7,000 CY of import; and placement of approx. 4,600 tons of asphalt. The total bridge construction value for this project was $6.8M.

LESSONS LEARNED / KEYS TO SUCCESS

- **Environmental Stewardship** – The causeway washed out due to numerous high water events, impeding construction access and impacting the river. Despite being compliant with the environmental permitting, AI and VDOT partnered to install a temporary access bridge to minimize impacts of construction to the river during Time of Year Restrictions.
- **Safety** – Despite meeting the design criteria, the temporary asphalt crossovers required repairs during construction. These repairs could have been avoided with a thicker pavement design, minimizing traffic impacts due to repairs.
- **Uncertain Geotechnical Conditions** – When rock was not encountered at the anticipated depths for one of the pier footings, an anomaly in the rock depth and allowed time to request a waiver from the RFP requirements to allow the use of drilled-shafts. This led to a foundation redesign was required. Completing multiple borings at each pier location prior to construction could have identified a foundation redesign was required. Completing multiple borings at each pier location prior to construction could have identified an anomaly in the rock depth and allowed time to request a waiver from the RFP requirements to allow the use of drilled-shafts.

**“AI was committed to providing a quality product for the owner and worked very hard during the course of this project to provide it through their QC process.” – Thomas B. Hall, VDOT Design-Build Project Manager Designee, NXL Construction Services (AI Letter of Recommendation)**
**ATTACHMENT 4.2.6(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
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<td>Name of Client: VDOT</td>
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<td>Location: Spotsylvania County/Louisa County, VA</td>
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<td>Project Manager: Kevin Krushinski</td>
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<td></td>
<td>Phone: 571-722-4100</td>
<td>Email: <a href="mailto:Kevin.Krushinski@VDOT.Virginia.gov">Kevin.Krushinski@VDOT.Virginia.gov</a></td>
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**h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.**

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**

- The project was delivered on-schedule and within budget.
- Over the two-year construction period, zero accidents occurred as a result of the traffic pattern or construction, with only two accidents due to driver fault. AI worked 41,830 Man Hours with zero lost-time incidents or recordable injuries.
- Environmental stewardship was planned into work operations, including slurry control for sawcutting during demolition of the existing structure.

**PROJECT DESCRIPTION**

This project was a bridge rehabilitation over Lake Anna on Rt 208 at the Spotsylvania County/Lousia County line. The bridge is 930 feet long with 13 spans and is completely over water. The project included the phased removal/replacement of the existing bridge deck with a new deck and Kansas corral railing. The existing steel girders remained, however the girders were jacked and blocked to replace the bearings. Substructure repairs were made to the existing pier columns and caps. Incidental work included asphalt paving and guardrail tie-ins at either end of the bridge.

Maintenance of traffic was a significant part of this project. The two-lane bridge required concrete barrier to be installed down the centerline of the bridge as well as temporary traffic signals at either end to allow for traffic to alternate directions in one lane, while the other lane was being constructed. The bridge construction value for the project was $5.075M.

**LESSONS LEARNED / KEYS TO SUCCESS**

- **Quality** – The project called for reusing the existing girders in the design. Upon removal of the existing deck, AI was able to identify complications with the girders that would not meet VDOT standards for bolsters. AI worked with VDOT through a redesign of the proposed deck elevations and was able to complete the project without a time extension.
- **Schedule** – Substructure repairs were completed per the original inspection, but new areas were identified for repair as part of the final inspection, requiring remobilization and extending the overall project schedule. Scheduling an inspection with the bridge department prior to demobilizing would allow for any additional repairs to be completed without impacting the overall schedule.
- **Safety** – Traffic control on this project required managing boat traffic as well as roadway traffic, especially during the summer season. AI utilized a project boat to flag boats prior to approaching the substructure work zone and ensure public safety.
The project consisted of approximately 1.6 miles (2.58 km) of four-lane roadway that provides motorists with direct access to the Richmond International Airport from Route 895. Major excavation, altering the storm water management design for ease of constructability, and shortening the length of the bridges to reduce future maintenance costs. AI also used innovative solutions for ground improvements and soils management including lime stabilization and geotextile fabrics. AI was responsible for fully managing the QA and QC aspects of this project.

LESSONS LEARNED / KEYS TO SUCCESS
- Communication – Open Communication between AI, Dewberry, the Department and Transurban reduced the need for rework on design changes and allowed the project team to know the Owner's goals before starting the work.
- Partnering – AI implemented a formal partnering process with the Department and other stakeholders which included a set schedule, set project goals, and a dispute resolution process all managed by third party FMI.
- Preplanning – AI initiated early coordination and approvals from third parties such as CSX, Henrico County, Dominion Power, and the Richmond Airport to expedite the project schedule. "Richmond Airport Connector experienced its fair share of the inevitable issues that will arise during the life of a project. What set this project apart from others was the manner in which the issues were addressed. The team managed to separate the issues from other ongoing efforts in a manner that allowed the project to continue making progress while the issue received the necessary focus."
  – Richard Prezioso (Recommendation letter for DBIA award)

VERIFIABLE EVIDENCE OF GOOD PERFORMANCE
- Worked a total of 152,546 man-hours with zero incidents;
- Completed the project two months ahead of schedule;
- Design-Build Institute of America Design-Build Merit Award for Transportation (2011);
- Received an overall rating of “Extremely Satisfied” (American Infrastructure Customer Survey 2010).

PROJECT DESCRIPTION
Richmond Airport Connector Road (ACR) was a lump sum, design-build project on which AI was fully responsible for the design and construction. The total bridge construction value for the project was $8.6M, with AI self-performing $1.3M of the bridge construction and subcontracting the remaining.

ATTACHMENT 4.2.6(a)
LEAD CONTRACTOR - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
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<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richmond Airport Connector Road Design-Build</td>
<td>Dewberry</td>
<td>Transurban</td>
<td>804-822-3460</td>
<td>05/2011</td>
<td>03/2011</td>
<td>$38,523</td>
</tr>
<tr>
<td>Henrico County, VA</td>
<td>Name: Dewberry</td>
<td>Project Manager: Richard Prezioso</td>
<td>Phone: 804-822-3460</td>
<td>Email: <a href="mailto:rprezioso@transurban.com">rprezioso@transurban.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.
KCI served as the prime designer for this project from their Rock Hill, SC office and was responsible for managing all subconsultants for bridge hydrology/hydraulic design, roadway design, environmental documents and permitting, surveying, geotechnical exploration, and utility coordination. The new five-lane bridge consists of eight spans of 125’ each, for a total bridge length of 1,000’. The new bridge utilizes 74” pre-stressed concrete, bulb-tee beams supported on concrete drilled-shaft and rock-socket foundations to replace the existing structural steel bridge and includes bicycle lanes, sidewalks, and aesthetic features with barrier walls and lighting. As part of the scope of services for the conceptual and preliminary design phase, KCI performed an alternate alignment and bridge-type study to provide SCDOT a matrix and cost comparisons of each alternate while defining: ROW impacts/relocations, traffic staging, utility conflicts, environmental issues, geometric alignments and constructability. The alternates studied for the alignment were:

- Alt 1: Build new bridge upstream (west) on a slight new alignment, requiring a staged construction sequence
- Alt 2: Build new bridge upstream (west) on total new alignment - keep traffic on existing bridge until new bridge is completed
- Alt 3: Build new bridge downstream (east) on total new alignment – keep traffic on existing bridge until new bridge is completed
- Alt 4: Build new bridge downstream (east) on a slight new alignment, requiring a staged construction sequence and removing the existing bridge and utility bridge and combine the new bridge with accommodations for the utility bridge lines

Based on the alternate study, KCI recommended building the bridge on new alignment upstream and maintaining traffic on existing bridge instead of scoping the project as originally planned by DOT for staged construction method. The new alignment alternate showed a savings of $1.5M to the DOT.
ATTACHMENT 4.2.6(b)

LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Completion Date (Original)</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: SAVANNAH RIVER BRIDGE, I-520 PALMETTO PARKWAY, PHASE I DESIGN-BUILD</td>
<td>Location: Aiken County, SC/Augusta, GA</td>
<td>Name: United Contractors, LLC</td>
<td>Phone: 855-467-2368</td>
<td>Project Manager: David Rister, PE</td>
<td>Phone: 803-737-1490</td>
<td>Email: <a href="mailto:ristergd@dot.state.sc.us">ristergd@dot.state.sc.us</a></td>
</tr>
</tbody>
</table>

h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant.

The I-520 Bridge over the Savannah River is part of the $42 million Palmetto Parkway Phase I project in Aiken County, South Carolina. Phase I for the Palmetto Parkway project included the construction of four miles of roadway and six bridge structures on a new alignment from Sandbar Ferry Road in Augusta, Georgia to US 1 in Aiken, South Carolina. The project was awarded to the design build team assembled by United Contractors, on which KCI served as the prime designer and provided the structure design management for all of the bridges on the project from their Rock Hill, SC office. As the structure design management entity for the team, KCI was responsible for the coordination between all of the subconsultants for geotechnical, hydrology and bridge design and with the SCDOT Project Manager for submittals and approvals. In addition to design management for the project, KCI was also responsible for producing the design and construction plan details for the bridge over the Savannah River. The bridge over the Savannah River is a 14-span 1,890’ bridge consisting of 74” pre-stressed concrete bulb-tee beams with spans up to 139’. The bridge superstructure is supported by 20” diameter pipe piles at the end bents and 72” diameter drilled-shaft piers with crash-wall struts in the navigable channel as required by the vessel impact loading study. The bridge geometry includes two tapers on the bridge deck for acceleration and deceleration lanes in combination with horizontal and vertical curve alignments, all of which added complexity to the seismic design and detailing requirements of the SCDOT’s Seismic Design Specifications for Highway Bridges, 2001. The design of the structures was on the critical path of the design-build project and therefore required an accelerated schedule of completion in order to meet the construction deadlines. In order to facilitate construction of the bridge over the Savannah River, the substructure plans were developed and approved by the SCDOT to permit drilled shaft installation prior to completion of the final plans. Under the accelerated schedule demands, KCI was able to provide final design and plan details for the bridge over the Savannah River in only 5 months and provided responsive contractor support during construction to ensure that the project was completed ahead of schedule.

Relevant Project Experience for Conformance to VDOT Criteria

✓ Completed in the last 15 years
✓ Major Bridge Structures
✓ Bridge Construction >$5M
✓ Design-Build
✓ In-Stream Construction
## LEAD DESIGNER - WORK HISTORY FORM

**ATTACHMENT 4.2.6(b)**

**LIMIT 1 PAGE PER PROJECT**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Completion Date (Original)</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Construction Contract Value (Actual or Estimated)</th>
<th>h. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement. (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>ROUTE 288/I-64 INTERCHANGE DESIGN-BUILD</strong> Location: Richmond, VA Name: United Contractors, LLC</td>
<td><strong>Name of Client:</strong> VDOT Phone: 804-364-6313 Project Manager: Jim Fariss, PE Phone: 804-786-2998 Email: <a href="mailto:James.Fariss@VDOT.Virginia.gov">James.Fariss@VDOT.Virginia.gov</a></td>
<td><strong>11/2001</strong></td>
<td><strong>3/2003</strong></td>
<td><strong>$236,000</strong></td>
<td><strong>$236,000</strong></td>
<td><strong>Bridge-$14,600</strong></td>
<td><strong>$634</strong></td>
</tr>
</tbody>
</table>

**h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant.**

The project was awarded to the design-build team assembled by United Contractors, on which KCI served as the prime designer from their Rock Hill, SC office. KCI was responsible for the design of Ramps G & H and design management for Ramp E, all of which are multi-span, horizontally curved, and continuous structural steel bridges at the interchange of Route 288 and I-64. The Route 288/I-64 Interchange is part of the $236 million design-build project in Richmond, Virginia funded through the Public-Private Transportation Act of 1995 (PPTA). The superstructures for the ramps consist of curved structural steel plate girders with spans that range from 211’ to 246’. The superstructures for Ramps G & H are supported by hammer-head piers and MSE high wall abutments. The beginning bridge ends for Ramps G & H are supported by a single, shared MSE wall system with the highest portions of the MSE wall system being 70’ tall - currently the tallest MSE walls in the Commonwealth of Virginia. Since the project was constructed in the design-build format, two submittals for each structure were required to facilitate construction of the substructures. The separate submittals enabled construction of the substructure components to take place while the final design, plan details, and fabrication for the superstructure components were completed. With an accelerated schedule, the ramps were designed in 10 months and were constructed in 20 months.

**Relevant Project Experience for Conformance to VDOT Criteria**
- [✓] Completed in the last 15 years
- [✓] Major Bridge Structures
- [✓] Bridge Construction >$5M
- [✓] Design-Build

---

**4.2.6(b) Route 288/I-64 Interchange Design-Build**
ST'D VDOT CONCRETE SIDEWALK, 5' WIDE

EXISTING CURB AND GUTTER TO BE REMOVED

15" Cherry

CONNECT TO EXISTING PATH

BEGIN PROJECT CONSTRUCTION

15" Cherry

PI 22+85.58

In P l. 18' x 239

FL = 322.76'

2B3A

DB 16350 PG 2048

DENOTES MILL AND OVERLAY

DENOTES FULL PAVEMENT SECTION

REFERENCES

ROUTE 29 Profile 0.64

Drainage Deets 0.60

Wentworth Atlantic 2000 Fairview Park Dr.

Falls Church, VA 22046

Drainage Deets 0.60

R-201, C-501, B-608

STATE

TEMPORARY CONSTRUCTION

WATER AND SEWER REGULATIONS

UTILITY OWNERS

VA. 23

002548090115.00 PE-03

ROUTE 29 PROFILE & DRAINAGE DESC SHEETS, ETC.

Route 29 Profile 3A

Entrance Profiles 5A

Drainage Deets 2B

ROUTE 6801 INDUSTRIAL RD.

WGL HERNDON, VA 20171

3072 CENTERVILLE RD.

DOMINION VIRGINIA POWER

MERRIFIELD, VA 22116

COX COMMUNICATIONS

VIENNA, VA 22182

2980 FAIRVIEW PARK DR.

VERIZON/BELL ATLANTIC

WOOD POST

6' Chain

12" Cherry

18" RCP

2.5873 Ac.

2.5' C & G

002548090115.00 PE-03

0.2130 Ac.

003

004

0.10

0.08

60'

WV

3072 CENTERVILLE RD.

002548090115.00 PE-03

2980 FAIRVIEW PARK DR.

VERIZON/BELL ATLANTIC

WOOD POST

6' Chain

12" Cherry

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0.2130 Ac.

003

004

0.10

0.08

60'

WV

3072 CENTERVILLE RD.

002548090115.00 PE-03

2980 FAIRVIEW PARK DR.

VERIZON/BELL ATLANTIC
4.2.8 Conceptual Bridge Plans
TRANSVERSE SECTION

DECK CLOSURE DETAIL

DRIP BEAD DETAIL

PRELIMINARY PLANS

These plans not to be used for construction

COMMUNICATIONS AND STRUCTURE AND BRIDGE DIVISION

TRANVERSE SECTION

Scales 3/32" = 1'-0"

© 20XX Commonwealth of Virginia

No. Date

Reviewed

Prepared

Sheet No.

Signatory Date
Price Proposal

A DESIGN-BUILD PROJECT

Route 29 Bridge
Over Little Rocky Run

From: 0.2 Mile East of Pickwick Road
To: Union Mill Road

Fairfax County, Virginia

State Project No.: 0029-029-128, PE-101, RW-201, C-501, B-608

Federal Project No.: BR-5401(896)

Contract ID No.: C00077322DB52

Date: April 4, 2013
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN
Contract ID Number: C00077322DB52

➢ Contents of Price Proposal:

☒ Proposal Price, in both numbers and words (Attachment 4.3.1)

☒ 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 4.3.5(a), 4.3.5(b) and 4.3.5(c))

☒ CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file
ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

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

.1 Proposal Price;

Lump Sum ELEVEN MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS ($11,570,000.00)

Date: 11/04/13
Signature: [Signature]

Design-Builder: American Infrastructure-VA, Inc
Vendor No.: G303
4.3.2 Price Adjustments
## PAY ITEMS AND ASSOCIATED QUANTITIES

The associated quantities for the asphalt pricing adjustment and fuel adjustment provisions which American Infrastructure-VA, Inc. elects to use for Route 29 Bridge Over Little Rocky Run Design-Build price proposal are as follows:

### 6.3(a) Asphalt Price Adjustment

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10635</td>
<td>ASPHALT CONCRETE TY SM-9.5A</td>
<td>187</td>
<td>TON</td>
</tr>
<tr>
<td>10636</td>
<td>ASPHALT CONCRETE TY SM-9.5D</td>
<td>2,371</td>
<td>TON</td>
</tr>
<tr>
<td>10642</td>
<td>ASPHALT CONCRETE TY BM-25.0A</td>
<td>9,746</td>
<td>TON</td>
</tr>
<tr>
<td>16370</td>
<td>ASPHALT CONCRETE TY IM-19.0D</td>
<td>2,478</td>
<td>TON</td>
</tr>
</tbody>
</table>

### 6.3(c) Fuel Price Adjustment

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>FUEL FACTOR gal/unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>00120</td>
<td>REGULAR EXCAVATION</td>
<td>16,560</td>
<td>CY</td>
<td>0.290</td>
</tr>
<tr>
<td>00140</td>
<td>BORROW EXCAVATION</td>
<td>27,030</td>
<td>CY</td>
<td>0.290</td>
</tr>
<tr>
<td>00272</td>
<td>SELECT MATL TY I MIN CBR-30</td>
<td>1,986</td>
<td>CY</td>
<td>1.200</td>
</tr>
<tr>
<td>10113</td>
<td>AGGR BASE MATL TY I NO. 21A OR 21B</td>
<td>9,572</td>
<td>TON</td>
<td>0.600</td>
</tr>
<tr>
<td>10635</td>
<td>ASPHALT CONCRETE TY SM-9.5A</td>
<td>187</td>
<td>TON</td>
<td>3.500</td>
</tr>
<tr>
<td>10636</td>
<td>ASPHALT CONCRETE TY SM-9.5D</td>
<td>2,371</td>
<td>TON</td>
<td>3.500</td>
</tr>
<tr>
<td>10642</td>
<td>ASPHALT CONCRETE TY BM-25.0A</td>
<td>9,746</td>
<td>TON</td>
<td>3.500</td>
</tr>
<tr>
<td>14260</td>
<td>CRUSHER RUN AGGREGATE NO. 25 OR 26</td>
<td>1,804</td>
<td>TON</td>
<td>0.400</td>
</tr>
<tr>
<td>16370</td>
<td>ASPHALT CONCRETE TY IM-19.0D</td>
<td>2,478</td>
<td>TON</td>
<td>3.500</td>
</tr>
<tr>
<td>16515</td>
<td>NS FLEXIBLE PAVEMENT PLANING</td>
<td>6,978</td>
<td>SY</td>
<td>0.160</td>
</tr>
<tr>
<td>24410</td>
<td>DEMOLITION OF PAVEMENT</td>
<td>9,606</td>
<td>SY</td>
<td>0.200</td>
</tr>
<tr>
<td>26119</td>
<td>DRY RIPRAP CL I 18”</td>
<td>1,277</td>
<td>TON</td>
<td>0.400</td>
</tr>
<tr>
<td>60403</td>
<td>CONCRETE CLASS A3</td>
<td>1,128</td>
<td>CY</td>
<td>1.892</td>
</tr>
<tr>
<td>60404</td>
<td>CONCRETE CLASS A4</td>
<td>721</td>
<td>CY</td>
<td>1.892</td>
</tr>
<tr>
<td>64011</td>
<td>STRUCTURE EXCAVATION</td>
<td>630</td>
<td>CY</td>
<td>0.290</td>
</tr>
</tbody>
</table>
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 herebefore may result in rejection of items for asphalt adjustment.

_X_ I elect to use this provision
__I elect not to use this provision

Date: 04/04/13
Signature: [Signature]
Design-builder: American Infrastructure-VA, Inc
Vendor No.: G303
EXHIBIT 6.3(b)

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.


DISTRICT: ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN - Design-Build Project

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of $\frac{549.50}{\text{per IMPERIAL ton for PG 64-22}}$. 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 $\frac{\text{N/A}}{\text{(When required by provisions)}}$ per IMPERIAL ton for PG 76-22. This quote is project specific.

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: 04/04/13

SIGNATURE: [Signature]

American Infrastructure-VA, Inc.
(Firm or Corporation)

G303
(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 vouchedered 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:

\[ S = (E - B) \times QF \]

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-Build written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, eliminate or renegotiate the price for remaining portions of affected items of work.

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

X I elect to use this provision

I elect not to use this provision

Date: 04/04/13
Signature: __________________________
Design-builder: American Infrastructure-VA, Inc.
Vendor No.: G303
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-Builders’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-Builders’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-Builders, any apparent evidence to unbalance the price supplied by Design-Builders in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.
FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

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

DATE FOR RECEIPT OF PRICE PROPOSAL  April 4, 2013

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Supplier</th>
<th>Date of Quote</th>
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<tbody>
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<td>NONE -</td>
<td>Elect not to use this provision</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

American Infrastructure-VA, Inc.  Design-Builder  April 4, 2013  Date
Sample Calculation of a Price Adjustment (increase)


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;

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

\[ B = \$0.2816 \]
\[ P = \frac{(161.1 - 139.6)}{139.6} - 0.10 = 0.054 \]
\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.054 \times 450,000 \]
\[ A = \$6,842.88 \text{ pay adjustment to Design-Builder} \]
Sample Calculation of a Price Adjustment (decrease)


Project 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;

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

\[ B = 0.2816 \]
\[ P = \frac{156.6 - 136.3}{156.6 - 0.10} = 0.030 \]
\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.030 \times 450,000 \]
\[ A = $3,801.60 \text{ credit to Department} \]
## MASTER LISTING

### STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

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<thead>
<tr>
<th>ITEM NUMBER</th>
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<th>UNITS</th>
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Commonwealth of Virginia
Virginia Department of Transportation
Page 7 of 8
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Date: 04/04/13

Signature: [Signature]

Design-Builders: American Infrastructure-VA, Inc.

Vendor No.: G303

Commonwealth of Virginia
Virginia Department of Transportation
Page 8 of 8
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE American Infrastructure-VA, Inc., 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 4th Day of April, 2013

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

Route 29 Bridge over Little Rocky Run

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.

American Infrastructure-VA, Inc.
By: [Signature]
(Agent)
Aaron T. Myers, Vice President/General Manager
(Principal*)

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

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

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

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

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.

Fidelity and Deposit Company of Maryland
By: [Signature]
(Principal*)

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

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

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

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 GEOFFREY DELISIO, 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 Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, Christine A. DUNN, Denise M. BRUNO, Julia R. BURNET, Kimberly G. RIVELY, Michelle G. HIGGINS, Joyce M. HOFFMAN and Jonathan F. BLACK, all of King of Prussia, Pennsylvania, 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 7th day of February, A.D. 2013.

ATTEST:

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

By: ________________________________
Assistant Secretary
Gerald F. Haley

Vice President
Geoffrey Delisio

State of Maryland
City of Baltimore

On this 7th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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

POA-F 156-2186A
EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April, 2013.

James M. Carroll, Vice President
4.3.4 Sworn Statements
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: Route 29 Bridge Over Little Rocky Run  Contract ID Number: C00077322DB52

FHWA: BR-5401(896)  State Project No.: 0029-029-128,PE-101, RW-201, C-501, B-608

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 Henrico (Glen Allen), Virginia County (City), STATE American Infrastructure-VA, Inc. (Name of Firm)
STATE of Virginia (To-whom)

By:  (Signature)  Vice President/GM  (Title (print))

I, Madelyn R. Treadwell, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day 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 day of  April , 2013

Notary Public

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  , 2013

County (City), STATE (Name of Firm)

By:  (Signature)  (Title (print))
ORDER NO.:  
CONTRACT ID. NO.: C000777322DB52

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 Henrico (Glen Allen), VA  
County (City), STATE  
American Infrastructure-VA, Inc.  
(Name of Firm) 
STATE of Virginia  
COUNTY (CITY) of Henrico (Glen Allen) 
To-wit:

M Madelyn R. Treadwell, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day  

Aaron T. Myers  

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  

My Commission expires  

Notary Public  

October 31, 2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:
Route 29 Bridge over Little Rocky Run  Contract ID Number: C00077322DB52


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

   N/A

   Location of Principal Office

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

   (Continued)
**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF TRANSPORTATION**  
**MINIMUM DBE REQUIREMENTS**

**PROJECT NO.** 0029-029-128, PE-101, RW-201, C-501, B-608  
**FHWA NO.** BB-5401 (896)

***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** 15.03 %

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**TOTAL** CONTINUED ON PAGE 2

**TOTAL CONTRACT VALUE** $11,570,000.00 x **REQUIRED DBE** 15 % = $1,735,500.00

I/we certify that the proposed DBE(s) submitted will be used on this contract as stated hereon and assure that during the life of the contract. I/we will meet or exceed the participation established hereon by the department.

**American Infrastructure - VA, Inc.**  
**BIDDER**  
**Purchasing Manager**  
**TITLE**  
**BY**  
**SIGNATURE**  
**DATE**

April 4, 2013

Page 1 of 2
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0029-029-128, PE-101, RW-201, C-501, R-608  
FHWA NO. BR-5401 (896)

*** 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 15.03 %

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS</th>
<th>SUBCONTR. (S)</th>
<th>MFG. (M)</th>
<th>SUPPLIER (SP)</th>
<th>Hauler (H)</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
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<tr>
<td>DB-2011-0012-2014 DMV Engineering Consultants LLC</td>
<td>(S)</td>
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<td>541330 - Engineering Services</td>
<td>$336,511.00</td>
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<tr>
<td>DB-2013-0017-2015 KD Jones &amp; Sons Trucking, LLC</td>
<td>(H)</td>
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<td>4184110 - Trucking</td>
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TOTAL $1,738,438.00

TOTAL CONTRACT VALUE $11,570,000.00 x REQUIRED DBE 15 % = $1,735,000.00

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

American Infrastructure- VA, Inc.  
BIDDER  
BY  
Purchasing Manager  
TITLE  

BY  
SIGNATURE  
April 14, 2013  
DATE  

Page 2 of 2
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0029-029-128, PE-101, RW-201, CS01, B-608
Federal Project No.: BR-5401 (896)

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

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

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

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

Prime Contractor: American Infrastructure-VA, Inc.

By: [signature] Purchasing Manager
   [date: April 4, 2013]

First Tier Subcontractor if Applicable

By: [signature] Title
   [date: ]

Second 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

D and W Fence Inc

By: ___________________________ Signature ___________________________ Title ___________________________

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

Project No.: 0029-029-128, PE-101, RW-201, C-501, B-608
Federal Project No.: BR-5401 (896)

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

Prime Contractor

American Infrastructure-VA, Inc.

By: [Signature]

Purchasing Manager

Date: April 4, 2013

First Tier Subcontractor if applicable

By: [Signature]

Date: 

Title:
Second Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
    Date: ___________________________

Third Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
    Date: ___________________________

DBE Contractor
D.T. Read Steel Co., Inc.

By: ___________________________ Signature ___________________________ President ___________________________
    Date: ___________________________
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0029-029-128, PE-101, RW-201, CS01, B-608
Federal Project No.: BR-5401896

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

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

Prime Contractor

American Infrastructure-VA, Inc.

By: [Signature]
Title: Purchasing Manager
Date: April 4, 2013

First Tier Subcontractor if Applicable

By: [Signature]
Title: [Signature]
Date: [Signature]
Second Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
    Date: _______________________

Third Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
    Date: _______________________

DBE Contractor

Equator Tracking, Inc.

By: ___________________________ Signature ___________________________ President ___________________________
    Date: 03/19/13
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0029-029-128, PE-101, RW-201, CS-01, B-608

Federal Project No.: BR-S401 (1846)

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

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

Prime Contractor

American Infrastructure-VA, Inc.

By: [Signature]  Purchasing Manager

Date: April 4, 2013

First Tier Subcontractor if Applicable

By: [Signature]  Title

Date: ____________

[Signature]  Title

[Signature]  Title

Date: ____________

[Signature]  Title

Date: ____________
Second Tier
Subcontractor if Applicable

By: ___________________________ Title: ___________________________

Signature: ___________________________

Date: ___________________________

Third Tier
Subcontractor if Applicable

By: ___________________________ Title: ___________________________

Signature: ___________________________

Date: ___________________________

DBE Contractor

Quinn Consulting Services, Inc.

By: ___________________________ Title: ___________________________

Signature: [Signature]

Date: April 3, 2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 029-029-128, PE-101, RW-201, CS01, B-608
Federal Project No.: BR-5401 (896)

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

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

Prime Contractor: American Infrastructure-VA, Inc.

By: ____________________________ Signature

Purchasing Manager

Date: April 4, 2013

First Tier Subcontractor if Applicable

By: ____________________________ Signature

Title

Date: ____________________________


<table>
<thead>
<tr>
<th>Tier Level</th>
<th>Name of Subcontractor if Applicable</th>
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<td>Second Tier</td>
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<td>Third Tier</td>
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<td>DBE Contractor</td>
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</table>

<table>
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<tr>
<th>By:</th>
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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0029-029-128, PB-101, RW-201, C-501, G-608
Federal Project No.: BR-5401 (096)

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Prime Contractor: American Infrastructure-VA, Inc.

By: [Signature]
Title: Purchasing Manager
Date: April 3, 2013

First Tier Subcontractor if Applicable: DMY Engineering Consultants

By: [Signature]
Title: Wamiq Hamid / Vice President
Date: 04/03/2013
Second Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
Date: ___________________________

Third Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
Date: ___________________________

DBE Contractor

DMY Engineering Consultants

By: ___________________________ Signature ___________________________ Title ___________________________
Date: 04/03/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
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Prime Contractor ________________________________
American Infrastructure-VA, Inc.

By: ________________________________ Title: Purchasing Manager
Signature: ________________________________ Date: April 4, 2013

First Tier Subcontractor if Applicable ________________________________

By: ________________________________ Title: ________________________________
Signature: ________________________________ Date: ________________________________
Second Tier
Subcontractor if Applicable

By: ____________________________           ____________________________
    Signature                     Title
    Date: _________________________

Third Tier
Subcontractor if Applicable

By: ____________________________           ____________________________
    Signature                     Title
    Date: _________________________

DBE Contractor K. D. JONES & SONS TRUCKING, LLC

By: ____________________________ By: ____________________________
    Signature                     Principal/Managing Member
    Date: 3/19/2013