Letter of Submittal and Attachments

A DESIGN-BUILD PROJECT

Route 35 Bridge Replacement

From: 0.072 Miles West of Southampton County Line
To: 0.364 Miles West of Southampton County Line

Southampton County, Virginia

State Project No.: (NFO) 0035-087-112, PE-101, RW-201, C-501, B-604
Federal Project No.: BR-087-5(014)
Contract ID No.: C00081457DB57
Date: September 11, 2013
4.0.1.1
Letter of Submittal Checklist
### 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.

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<td>Section 4.2.7</td>
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<td>Conceptual Bridge Plans</td>
<td>NA</td>
<td>Section 4.2.8</td>
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Attachment 3.4
Form C-78-RFP
ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00081457DB57
PROJECT NO.: (NFO) 0035-087-112, PE-101, RW-201, C-501, B-604

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 ___________________________ August 13, 2013 – RFP Addendum No. 1
   (Date)

3. Cover letter of ___________________________ August 20, 2013 – RFP Addendum No. 2
   (Date)

   (Date)

__________________________    ____________________
SIGNATURE                DATE

Aaron Myers
PRINTED NAME

VP/GM
TITLE
4.1 Letter of Submittal
September 11, 2013

Dear Mr. Clarke:

American Infrastructure and Moffatt & Nichol (AI/MN Team) have joined forces to provide VDOT with a strong team and individual extensive resumes of designing and constructing bridges over water. Our team understands the unique challenges of the Route 35 Bridge Replacement Project (the Project) and we are committed to minimizing the impacts of construction on the surrounding community and the environment. We trust that your review of our qualifications will demonstrate our understanding of the Route 35 Bridge Replacement Project and provide a level of comfort with the AI/MN Team.

In today’s environment, we inevitably hear about a contractor not providing or not maintaining the proper storm water management controls causing an incident that damages a waterway. The AI/MN Team will be proactive in our design and field construction operations to prevent an incident.

We recognize that implementing a detour to replace the existing bridge over the Nottoway River will have a daily impact on the individuals that use the current structure. With a construction schedule that closes the bridge for 365 days, the work completed each day and every shift will affect the public, VDOT’s customer. Our team is committed to complete construction within the 365 days provided for construction. However, our goal will be to minimize this duration through collaborative constructability reviews during design and aggressive construction scheduling.

The AI/MN Team is aware that there will be another construction project in progress while our team is constructing the bridge. Immediately upon Notice to Proceed, we will initiate a meeting with VDOT and the construction team building the adjacent project. We will compare schedules to mitigate any conflicts that would impact not only our projects, but again most importantly, VDOT’s customers, the public.

As the infrastructure in Virginia is being rebuilt, the public view of VDOT and the contractors building these projects is not always positive. To maintain a positive perception on our projects, the AI/MN Team has found that being proactive with advanced warnings of MOT changes and keeping a clean, safe work zone creates a level of confidence with our mutual customer, the public.

"As an 11 year resident of Louisa County…(I) have been impressed by the quality and efficiency of this project…Thanks for taking the safety of area residents and your contractors … into serious consideration during this improvement project! I commend you and your staff for an ongoing exceptional job in the Louisa/Spotsylvania Counties of our Commonwealth!” - Bernadette M. Nolan in an email to VDOT regarding the Bridge Rehabilitation on Route 208 over Lake Anna project, which AI completed in December 2012.
SUBMITTAL REQUIREMENTS
The AI/MN Team submits the information below as detailed in Section 4.1 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 35 Bridge Replacement 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 September 11, 2013.

4.1.4 The contact information for Kevin Ott (DBPM), responsible for the oversight of the entire AI/MN Team and the primary point of contact with VDOT is as follows:
Kevin Ott, Design-Build Project Manager 804.290.8500 (Telephone)
301 Concourse Boulevard – Suite 300 804.418.7935 (Fax)
Glen Allen, VA 23059 kevin.ott@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 23059 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 Moffatt & Nichol, 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 in Section 4.2.3.

4.1.9 AI-VA is committed to achieving the 12% 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/MN Team proposes the following Interim Milestone and Final Completion Dates.

Interim Milestone: October 23, 2015
Final Completion: November 23, 2015

The AI/MN Team is committed to delivering the Route 35 Bridge Replacement Project on-schedule and within budget, while minimizing construction impacts to the surrounding community and the environment.

Respectfully,

Aaron T. Myers, Vice President/General Manager
American Infrastructure – VA, Inc.

Section 4.1
Letter of Submittal
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>
</tr>
<tr>
<td>Affiliate</td>
<td>Allan A. Myers, Co.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Allan A. Myers, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<tr>
<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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<tr>
<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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<tr>
<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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<tr>
<td>Affiliate</td>
<td>Compass Quarries, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
</tr>
<tr>
<td>Affiliate</td>
<td>AI 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>
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<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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<td>Affiliate</td>
<td>ICM of Delaware, Inc.</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<tr>
<td>Affiliate</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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<tr>
<td>Affiliate</td>
<td>Elk Mills Partners, LP</td>
<td>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Affiliate</td>
<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>1805 Berks Road, P.O. Box 98, Worcester, PA 19490</td>
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<td>Subsidiary</td>
<td>US 460 Mobility Partners, LLC</td>
<td>301 Concourse Blvd, Suite 300, Glen Allen, VA 23059</td>
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4.2.2

Debarment Certificates
ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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 Date VP/GM Title

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

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

[Signature] 8/5/15
Signature  Date  Title

[MOFFATT & NICOLE]
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

[Signature] 7/26/13 [General Manager/Principal]
Signature Date Title

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

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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[Signature] [Date] [Title]

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

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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Signature Date Title

Froehling & Robertson, Inc.
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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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 7/22/13  President
Date  Title

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

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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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] 8/30/2013
Signature Date

PRESIDENT/CEO
Title

PARISH-POINT, LLC.

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

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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

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

[Signature] August 14, 2013 [President]
Sign. Date Title

Quinn Consulting Services, Inc.
Name of Firm
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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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] 8/28/2013 [President]

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

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

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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]  July 23, 2013  [Name of Firm]

[President]  [Title]
4.2.3
Prequalification Evidence
<table>
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<th>Vendor Name</th>
<th>Prequalify Exp</th>
<th>Prequalify Address</th>
<th>Work Classes (Listed But Not Limited To)</th>
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<tr>
<td>AMERICAN INFRASTRUCTURE-VA, INC.</td>
<td>01/31/2014</td>
<td>301 CONCOURSE BLVD SUITE 300 GLEN ALLEN, VA 23059 PHONE: 804-290-8500 FAX: 804-418-7935</td>
<td>002 - GRADING 003 - MAJOR STRUCTURES 004 - ASPHALT CONCRETE PAVING 007 - MINOR STRUCTURES 013 - ROADWAY MILLING 171 - SURFACE TREATMENT</td>
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<tr>
<td>AMERICAN LIGHTING AND SIGNALIZATION, INC.</td>
<td>01/31/2015</td>
<td>11639 DAVIS DREEK ROAD EAST JACKSONVILLE, FL 32256 PHONE: 904-886-4300 FAX: 904-886-4422</td>
<td>018 - ELECTRICAL INSTALLATION 052 - TRAFFIC SIGNALIZATION 072 - ROADWAY LIGHTING</td>
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</table>
4.2.4
Surety Letter
August 21, 2013

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

Re: American Infrastructure-VA, Inc.
   Contract ID Number: C000814657DB57; Federal Project No.: BR-087-5(014); State Project No.: (NFO) 0035-087-112, PE-101, RW-201, C-501, B604 – Route 35 Bridge Replacement From: 0.072 Miles West of Southampton County Line To: 0.364 Miles West of Southampton County Line

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.

Henry C. Rosenberg
Chairman

cc: Mr. John Souder, Fidelity and Deposit Company of Maryland and Zurich American Insurance Company and Mr. Joe Crawford, Arch Insurance Company
4.2.5
SCC/DPOR
### ATTACHMENT 4.2.5

**State Project No. 0035-087-112, PE-101, RW-201, C-501, B-604**

**SCC and DPOR Information - Businesses**

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.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>SCC Number</th>
<th>SCC Type of Corporation</th>
<th>SCC Status</th>
<th>DPOR Registered Address</th>
<th>DPOR Registration Type</th>
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<th>DPOR Expiration Date</th>
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<td>American Infrastructure-VA, Inc.</td>
<td>0113780-1</td>
<td>Corporation</td>
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<td>44209 Wade Drive Chantilly, VA 20152</td>
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<td>Moffatt &amp; Nichol, Inc.</td>
<td>F058239-7</td>
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<td>Active</td>
<td>800 World Trade Center Norfolk, VA 23510</td>
<td>ENG</td>
<td>0411000532</td>
<td>02/28/2014</td>
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<tr>
<td></td>
<td></td>
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<td>1100 Boulders Parkway Suite 350 Richmond, VA 23225</td>
<td>ENG</td>
<td>0407002877</td>
<td>12/31/2013</td>
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<tr>
<td>Rinker Design Associates, P.C.</td>
<td>02270627</td>
<td>Corporation</td>
<td>Active</td>
<td>9385 Discovery Boulevard Suite 200 Manassas, VA 20109</td>
<td>ENG, LS</td>
<td>0405000502</td>
<td>12/31/2013</td>
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<td>927 Maple Grove Drive, Suite 105 Fredericksburg, VA 22407</td>
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<td>301 Concourse Boulevard Suite 120 Glen Allen, VA 23059</td>
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<td>0410000220</td>
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<td>Erle’s Trucking &amp; Enterprise, Inc.</td>
<td>0670329-2</td>
<td>Corporation</td>
<td>Active</td>
<td>833 Professional Place Chesapeake, VA 23320</td>
<td>ENG</td>
<td>0411000049</td>
<td>02/28/2014</td>
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<tr>
<td>Froehling &amp; Robertson, Inc.</td>
<td>00272112</td>
<td>Corporation</td>
<td>Active</td>
<td>3015 Dumbarton Road Richmond, VA 23228</td>
<td>ENG</td>
<td>0407000098</td>
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## SCC and DPOR Information - Businesses

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<th>Computer ID</th>
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<th>Class</th>
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<td>Kerr Environmental Services Corp.</td>
<td>05782354</td>
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<td>1008 Old Virginia Beach Road, Suite 200</td>
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<td>Parrish-Point, LLC</td>
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<td>Limited Liability Company</td>
<td>522 South Independence Boulevard, Suite 200</td>
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<td>Quinn Consulting Services Incorporated</td>
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<td>Corporation</td>
<td>14160 Newbrook Drive Suite 220</td>
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<td>Read Steel Co., Inc., D. T.</td>
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<td>Chesapeake, VA 23323</td>
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<td>Rice Associates, Inc.</td>
<td>03316627</td>
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CISM0180  CORPORATE DATA INQUIRY

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<td>DATE OF CERTIFICATE:</td>
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<td>MONITOR INDICATOR:</td>
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<td>MON NO:</td>
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<td>R/A NAME:</td>
<td>CT CORPORATION SYSTEM</td>
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| STREET:     | 4701 COX RD STE 301 | AR RTN MAIL: |                     |

| CITY:       | GLEN ALLEN | STATE: VA | ZIP: 23060 6802 |                     |
| R/A STATUS: | 5          | B.E. AUTH IN VI | EFF. DATE: 01/05/04 | LOC : 143 |
| ACCEPTED AR#: | 212 16 0177 | DATE: 10/10/12 | HENRICO COUNTY |                     |
| CURRENT AR#: | 212 16 0177 | DATE: 10/10/12 | STATUS: A | ASSESSMENT INDICATOR: 0 |
| YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES |
| 13 | 670.00 |       | 670.00 | 100,000 |
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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)
Please note: The SCC website will be unavailable Thursday, July 18, from 6-10 p.m. for system maintenance. We apologize for the inconvenience and appreciate your patience.

CISM0180 CORPORATE DATA INQUIRY

CORP ID: F058239 - 7 STATUS: 00 ACTIVE STATUS DATE: 05/29/01
CORP NAME: MOFFATT & NICHOL, Inc. (USED IN VA BY: MOFFATT & NICHOL)
DATE OF CERTIFICATE: 03/06/2000 PERIOD OF DURATION: INDUSTRY CODE: 70
STATE OF INCORPORATION: CA CALIFORNIA STOCK INDICATOR: S STOCK
MERGER IND: CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: MON NO: MON STATUS: MONITOR DTE:
R/A NAME: CT CORPORATION SYSTEM
STREET: 4701 COX RD STE 301 AR RTN MAIL:
CITY: GLEN ALLEN STATE: VA ZIP: 23060 6802
R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 01/05/04 LOC : 143
ACCEPTED AR#: 213 51 5635 DATE: 03/28/13 HENRICO COUNTY
CURRENT AR#: 213 51 5635 DATE: 03/28/13 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
13 550.00

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

EXPIRES ON
12-31-2013

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

NUMBER
0407002877

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

PROFESSIONS: ENG

MOFFATT & NICHOL INC
1100 BOULDERS PARKWAY
SUITE 350
RICHMOND, VA 23225

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(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
Rinker Design Associates, P.C.

General
- SCC ID: 02270627
- Entity Type: Corporation
- Jurisdiction of Formation: VA
- Date of Formation/Registration: 2/24/1982
- Status: Active
- Shares Authorized: 20000

Principal Office
- 9385 DISCOVERY BOULEVARD
- SUITE 200
- MANASSAS VA 20109

Registered Agent/Registered Office
- JOHN S WISIACKA
- 0001 FELDMAN & FITZLEMAN PC
- 1775 WIEHE AVENUE STE 400
- RESTON VA 20190
- FAIRFAX COUNTY 129
- Status: Active
- Effective Date: 8/27/2012

Select an action
- File a registered agent change
- File a registered office address change
- Reissue an registered agent
- File an annual report
- Pay annual registration fee
- Order a certificate of good standing
- Submit a PDF for processing (What can I submit?)
- View eFile transaction history
- Manage email notifications

Screen ID: e1000
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
PROFESSIONAL CORPORATION REGISTRATION

PROFESSIONS: ENG, LS

RINKER DESIGN ASSOCIATES PC
9385 DISCOVERY BOULEVARD
SUITE 200
MANASSAS, VA 20109

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.

(GSEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
**CORPORATE DATA INQUIRY**

**CORP ID:** 0670329 - 2  **STATUS:** 00 ACTIVE  **STATUS DATE:** 01/05/07

**CORP NAME:** Erle's Trucking & Enterprise, Inc.

**DATE OF CERTIFICATE:** 01/05/2007  **PERIOD OF DURATION:**

**STATE OF INCORPORATION:** VA VIRGINIA  **STOCK INDICATOR:** S STOCK

**MERGER IND:**  **CONVERSION/DOMESTICATION IND:**

**GOOD STANDING IND:** Y  **MONITOR INDICATOR:**

**CHARTER FEE:** 50.00  **MON NO:**

**R/A NAME:** ERLE S BROWN  **MON STATUS:**

**STREET:** 505 STRATFORD ST  **MONITOR DTE:**

**CITY:** PORTSMOUTH  **STATE:** VA  **ZIP:** 23701

**R/A STATUS:** 1 DIRECTOR  **EFF. DATE:** 01/05/07  **LOC:** 214

**ACCEPTED AR#:** 213 02 0191  **DATE:** 01/10/13  **PORTSMOUTH CITY**

**CURRENT AR#:** 213 02 0191  **DATE:** 01/10/13  **STATUS:** A  **ASSESSMENT INDICATOR:**

**YEAR FEES**  **PENALTY**  **INTEREST**  **TAXES**  **BALANCE**  **TOTAL SHARES**

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<th>INTEREST</th>
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(Screen Id:/Corp_Data_Inqury)
FROHLING & ROBERTSON, INCORPORATED

General

SCC ID: 00272112
Entity Type: Corporation
Jurisdiction of Formation: VA
Date of Formation/Registration: 10/11/1924
Status: Active
Shares Authorized: 110000

Principal Office

3015 DUMBARTON ROAD
HENRICO VA23228

Registered Agent/Registered Office

WILLIAM H HOOFNAGLE III
1900 ONE JAMES CENTER
901 E CARY ST
RICHMOND VA 23219
RICHMOND CITY 216
Status: Active
Effective Date: 9/21/2011

Select an action

File a registered agent change
File a registered office address change
Resign as registered agent
File an annual report
Pay annual registration fee
Order a certificate of good standing
Submit a PDF for processing (What can I submit?)
View efile transaction history
Manage email notifications

Screen ID: e1000

Need additional information? Contact sccinfo@scc.virginia.gov Website questions? Contact: webmaster@scc.virginia.gov

We provide external links throughout our site.

PDF (.pdf) Reader  Excel (.xls) Viewer  PowerPoint (.ppt) Viewer  Word (.doc) Viewer

Build #: 1.0.0.29978
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

PROFESSIONS: ENG

FROEHLING & ROBERTSON, INC
W GREENBRIER COMMERCE PARK
833 PROFESSIONAL PLACE
CHESAPEAKE, VA 23320

Gordon N. Dixon, Director

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

PROFESSIONS: ENG

FROEHLING & ROBERTSON, INC
3015 DUMBARTON ROAD
RICHMOND, VA 23228

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
KERR ENVIRONMENTAL SERVICES CORP.

General
SCC ID: 05782354
Entity Type: Corporation
Jurisdiction of Formation: VA
Date of Formation/Registration: 5/28/2002
Status: Active
Shares Authorized: 5000

Principal Office
1008 OLD VIRGINIA BEACH RD
SUITE 200
VA BEACH VA23451

Registered Agent/Registered Office
MARK R BAUMGARTNER
PENDER & COWARD PC
222 CENTRAL PARK AVE STE 400
VIRGINIA BEACH VA 23462
VIRGINIA BEACH CITY 228
Status: Active
Effective Date: 3/22/2012

Select an action
- File a registered agent change
- File a registered office address change
- Resign as registered agent
- File an annual report
- Pay annual registration fee
- Order a certificate of good standing
- Submit a PDF for processing (What can I submit?)
- View eFile transaction history
- Manage email notifications

Screen ID: e1000
Need additional information? Contact sccinfo@scc.virginia.gov Website questions? Contact: webmaster@scc.virginia.gov
We provide external links throughout our site. (https://www.shell.com)
PDF (PDF) Reader  Excel (.xls) Viewer  PowerPoint (.ppt) Viewer  Word (.doc) Viewer  Version: 7.7.0.29076

**LLC DATA INQUIRY**

**LLC ID:** S306687 - 7  **STATUS:** 00 ACTIVE  **STATUS DATE:** 11/29/12

**LLC NAME:** PARRISH-POINT, LLC

**DATE OF FILING:** 10/20/2009  **PERIOD OF DURATION:**  **INDUSTRY CODE:** 00

**STATE OF FILING:** VA VIRGINIA  **MERGER INDICATOR:**

**CONVERSION/DOMESTICATION INDICATOR:**

**PRINCIPAL OFFICE ADDRESS**

**STREET:** 5137 STARTFORD CHASE DR

**CITY:** VIRGINIA BEACH  **STATE:** VA  **ZIP:** 23464-0000

**REGISTERED AGENT INFORMATION**

**R/A NAME:** JEFF L PARRISH

| STREET: 5137 STRATFORD CHASE DR |
| CITY: VIRGINIA BEACH |
| STATE: VA |
| ZIP: 23464-0000 |

**R/A STATUS:** 1 MEMBER/MANAGER  **EFF DATE:** 10/20/09  **LOC:** 228 VIRGINIA BEACH

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

EXPIRES ON
12-31-2013

NUMBER
0407005962

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

PROFESSIONS: ENG, LS, LA

PARRISH-POINT LLC
522 S INDEPENDENCE BLVD
STE 200
VIRGINIA BEACH, VA 23452

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
CISM0180  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#: 213 12 8953 DATE: 08/21/13 ARLINGTON COUNT
CURRENT AR#: 213 12 8953 DATE: 08/21/13 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
13 100.00 5,000
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
CISM0180  
CORPORATE DATA INQUIRY  

08/29/13  
16:24:01  

CORP ID: 047740 - 2  
STATUS: 00 ACTIVE  
STATUS DATE: 06/17/02  

CORP NAME: READ STEEL CO., INC., D. T.  

DATE OF CERTIFICATE: 05/31/1995  
PERIOD OF DURATION:  
INDUSTRY CODE: 00  

STATE OF INCORPORATION: VA VIRGINIA  
STOCK INDICATOR: S STOCK  

MERGER IND:  
CONVERSION/DOMESTICATION IND:  

GOOD STANDING IND: Y  
MONITOR INDICATOR:  

CHARTER FEE: 50.00  
MON NO:  
MON STATUS: MONITOR DTE:  
R/A NAME: DONALD T READ JR  

STREET: 1725 WEST RD  
AR RTN MAIL:  

CITY: CHESAPEAKE  
STATE: VA ZIP: 23323  
EFF. DATE: 08/16/05 LOC : 236  

R/A STATUS: 2 OFFICER  
ACCEPTED AR#: 213 06 8110  
DATE: 04/10/13  
CHESAPEAKE CITY  

CURRENT AR#: 213 06 8110  
DATE: 04/10/13  
STATUS: A  
ASSESSMENT INDICATOR: 0  

YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES  
13 220.00  

(Screen Id:/Corp_Data_inquiry)
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 357-8500

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

D T READ STEEL CO INC
D T READ CONTRACTING INC
1725 WEST ROAD
CHESAPEAKE, VA 23323

(SIGNATURE)
Gordon H. Dixon, Director

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.
RICE ASSOCIATES, INC.

General

SCC ID: 03316627
Entity Type: Corporation
Jurisdiction of Formation: VA
Date of Formation/Registration: 12/15/1988
Status: Active
Shares Authorized: 60000

Principal Office

10625 GASKINS WAY
MANASSAS VA 20109

Registered Agent/Registered Office

DAVID F RICE III
10625 GASKINS WAY
MANASSAS VA 20109
PRINCE WILLIAM COUNTY 176
Status: Active
Effective Date: 12/20/2006

Select an action

File a registered agent change
File a registered office address change
Resign as registered agent
File an annual report
Pay annual registration fee
Order a certificate of good standing
Submit a PDF for processing (What can I submit?)
View eFile transaction history
Manage email notifications
4.2.6
Work History Forms
**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>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>ROUTE 29 NBL BRIDGE OVER TYE RIVER</strong> Location: Amherst and Nelson Counties, VA</td>
<td>Name: <strong>DEWBERRY</strong> Name of Client/Owner: VDOT Phone: 434-856-8255  Project Manager: TODD BOLLING Phone: 434-856-8255 Email: <a href="mailto:TODD.BOLLING@VDOT.VIRGINIA.GOV">TODD.BOLLING@VDOT.VIRGINIA.GOV</a></td>
<td></td>
<td>09/2012</td>
<td>04/2012</td>
<td>$6,670 Bridge $6,670</td>
<td>$6,818 Bridge $6,818</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. |

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**

- The bridge opened to traffic nine months ahead of schedule, with final completion seven months ahead of schedule.
- VDOT and AI worked together to minimize environmental impacts from the causeway, exceeding permit requirements.
- The project was presented by VDOT’s Lynchburg District Administrator at VTCA in April 2012. As detailed in the presentation, “All parties acted as a team with the project being placed ahead of individual interests.”

**PROJECT DESCRIPTION**

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 project consisted of complete demolition and removal of the existing Northbound lane bridge and replacement with a 650’ long, five-span, two-lane bridge that is approximately 55’ high over the Tye River. The elevation of the roadway profile was increased to match the existing Southbound lanes bridge.

The total project length was 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 scope of work included driving of H-Piles (HP 12x63); 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.

A temporary detour was constructed and maintained to switch all traffic to the Southbound bridge; construction and maintenance of a causeway for access across the river. The temporary detour shifting traffic to the Southbound bridge was removed nine months ahead of schedule. Through daily MOT maintenance and an effective TMP plan, there were no traffic incidents throughout the duration of construction.

Construction of two piers in the river required cofferdams and stable access. After encountering issues with high water events damaging the causeway, AI and VDOT partnered to install a temporary access bridge. This access bridge assisted in minimizing impacts of construction to the river during Time of Year Restrictions and exceeded permit requirements.

**Relevance and Conformance to Criteria**

- Major bridge structure
- In-stream construction
- Bridge construction value > $5M
- VDOT Design-Build project
- Completed ahead of schedule
- $1M under VDOT’s budget


- “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)
### I-81 Reconstruction Work History Form

**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>
</tr>
</thead>
<tbody>
<tr>
<td>Lebanon County, PA</td>
<td>Michael Baker</td>
<td>Name of Client/Owner: Pennsylvania Department of Transportation – District 8 Phone: (717) 214-4035 Project Manager: Luis Villegas Phone: 717-787-6653 Email: <a href="mailto:lvillegas@state.pa.us">lvillegas@state.pa.us</a></td>
<td>12/2005</td>
<td>02/2007 *Delay due to overhead sign location change directed by the owner.</td>
<td>$54,638 Bridge $14,581</td>
<td>$55,125 Bridge $14,785 $55,125</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.

Allan A. Myers, LP (a company of American Infrastructure) was contracted with PennDOT for this Project. AI shares resources, including key personnel and equipment, across affiliated companies to provide the most experienced individuals and best value to our customers. VDOT projects on which AI utilized equipment and manpower from both Allan A. Myers and American Infrastructure-Maryland include Watkins Center Parkway and the Route 460 Corridor Improvements projects.

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**

- Associated Builders and Contractors, Southeast PA Chapter awarded the project the 2006 Merit Construction Award of Excellence – Best Heavy Construction – Infrastructure Project.
- The project was delivered on-time based on the extended schedule, and AI received feedback as “exceeding expectations” for making an effort to meet original project dates when additional or extra work is required based on PennDOT’s Final Contractor Evaluation.
- The final contract value was less than 1% higher than the original contract value.
- AI “exceeded expectations” for all Safety/Traffic criteria based on PennDOT’s Final Contractor Evaluation.

**PROJECT DESCRIPTION**

The I-81 Project involved the demolition and reconstruction of 8.5 miles of 4-lane divided highway. The scope of work included the complete rebuilding of interchanges with I-78 and Fisher Avenue, reconstruction and bituminous paving of adjacent secondary roads including resurfacing of 3.7 miles of SR 72, demolition and reconstruction of 6 bridges, and rehabilitation of 2 bridges. Twin bridges, each nearly 1000’ long, were constructed 90 feet above the surface of the Swatara River.

Demolition of the existing structures was delayed and allowed utilization of the existing bridge as a staging area and haul road during construction. A rip rap causeway and temporary bridge provided access for cranes to cross the river during construction. Working on the banks of the river required strict E&S controls to maintain clean water discharge to this trout stream. These controls included silt fence and rip rap filters, and were monitored continuously during construction.

Piers constructed in the floodplain of the river required extensive dewatering. Utilization of accelerated concrete helped minimize the duration of construction and reduce potential issues with water. The pier footers were excavated down to rock elevation and required engineered support of excavation systems. Unsuitable subgrade soils were stabilized using lime and fly ash to eliminate the need for removal and replacement with borrow material.

Construction safety and public access measures were strictly implemented to maintain the popular portage location for the Appalachian trail under the bridge.

The project spanned from the I-78 interchange (bottom) to PA’s Blue Ridge Mountain.

Twin Bridges, each nearly 1000’ long, span the Swatara River 90 feet above its surface.
**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>
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<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><strong>Nicodemus Bridge Replacement</strong></td>
<td><strong>STV Incorporated</strong></td>
<td><strong>Baltimore City Department of Transportation</strong>&lt;br&gt;Phone: 410-396-6942&lt;br&gt;Project Manager: Timothy Dominick&lt;br&gt;Phone: 443-627-3556&lt;br&gt;Email: <a href="mailto:tim.dominick@baltimorecity.gov">tim.dominick@baltimorecity.gov</a></td>
<td>10/2011</td>
<td>6/2011</td>
<td><strong>$8,247</strong>&lt;br&gt;Bridge $8,247</td>
<td><strong>$8,601</strong>&lt;br&gt;Bridge $8,026&lt;br&gt;($575,000 was emergency work for a separate bridge)</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.**

Allan A. Myers, LP (a company of American Infrastructure) was contracted with PennDOT for this Project. AI shares resources, including key personnel and equipment, across affiliated companies to provide the most experienced individuals and best value to our customers. VDOT projects on which AI utilized equipment and manpower from both Allan A. Myers and American Infrastructure-Maryland include Watkins Center Parkway and the Route 460 Corridor Improvements projects.

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**
- The Nicodemus Bridge project was a 2011 award winner by the Associated Builders and Contractors (ABC) Chesapeake Shores Chapter.
- Water quality was not impacted during construction over Liberty Reservoir, one of the primary sources of drinking water for Baltimore City. Protection measures included strict monitoring during construction and additional lead abatement measures during demolition of the existing lead paint covered bridge.
- Construction was completed 4 months early, despite diverting resources to emergency repairs on the Newbury Street Bridge.
- Utilizing the existing bridge during construction alleviated construction safety concerns associated with working from barges.

**PROJECT DESCRIPTION**

This project constructed a new 552 foot long bridge across the Liberty Reservoir in Reisterstown, MD. The new 5-span bridge is replacing an existing 6 span bridge that was constructed in the early 1950’s. The reservoir water is 40 feet deep at normal pool elevation but fluctuates with the change in season, precipitation amounts and usage rates. The finished bridge deck is approximately 25 ft. above the reservoir’s normal pool elevation. The project includes limited approach work at each end.

The new bridge has 4 piers which are each supported by 2-7 foot diameter drilled shafts socketed into rock below the reservoir. The deepest drilled-shaft is approximately 120 foot deep. The abutments are supported on H-Piles (HP12x53) and the reinforced concrete deck is 41 foot wide and supported on 5 spans of 5 girders per span of AASHTO Type V Girders at 109 ft. each in length.

Installation of bridge beams and concrete deck pour were completed ahead of schedule by utilizing two crews for demolition and construction of substructure elements. To utilize the existing bridge, AI contracted a designer to analyze construction loads and ensure the bridge was not overloaded during construction. In addition to accelerating the schedule, working from the existing bridge eliminated the need to work from barges and eliminated the associated safety challenges.

> "American Infrastructure has exceeded our expectation. Their quality of work has been excellent on a project that is ahead of schedule and below budget" – Timothy Domenick, Construction Project Supervisor, Baltimore City

![Pier construction for the new bridge.](image)
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: COAST GUARD ISLAND BRIDGE REPLACEMENT</td>
<td>Name: Dutra Construction</td>
<td>Name of Client.: U.S. Coast Guard Facilities Design &amp; Construction Center Pacific (FD&amp;CC) Phone: 206-220-7384 Project Manager: Joel Childers Phone: 206-220-7421 Email: <a href="mailto:jchilders@pacnorwest.uscg.mil">jchilders@pacnorwest.uscg.mil</a></td>
<td>11/2002</td>
<td>11/2002</td>
<td>$8,500 Bridge $8,500</td>
<td>$8,100 Bridge $8,100</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.

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**

- The design for the replacement bridge was completed on time and within budget.
- Construction progressed with minimal difficulty, despite being constrained by the existing street right-of-way, the San Francisco Bay Trail, and an adjacent Superfund site.
- Moffatt & Nichol received perfect marks in its Performance Evaluation from the U.S. Coast Guard.

**PROJECT DESCRIPTION**

As the prime consultant, Moffatt & Nichol developed a replacement bridge on an improved alignment to connect Coast Guard Island, a manmade island in the Oakland Estuary that houses the Coast Guard’s West Coast Headquarters, to the mainland. The FD&CC specified that the design needed to place the bridge’s island entrance at a more secure location and provide improved vehicle access and traffic flow for the next 75 years or more. To achieve these goals, the design had to incorporate a new alignment for the bridge and approaches and a traffic roundabout on the island side. In addition, the FD&CC required a new gatehouse that was both secure and aesthetically pleasing.

The design developed by Moffatt & Nichol’s Walnut Creek, California, office featured an eight-span precast prestressed concrete “Bulb T” girder bridge measuring 856 feet long and 38 feet wide. The bridge is supported by 24-inch octagonal precast prestressed concrete piles. To accommodate the new bridge, Moffatt & Nichol provided design for three intersections; storm drainage design for the bridge and approach; coordination for affected utilities, including water, sanitary sewer, and natural gas; shore protection; traffic control plans; construction phasing; and opinions of probable costs.

Moffatt & Nichol prepared the permit application, presented the design to the California Regional Water Quality Control Board, and provided consultation with regulatory agencies for acquisition of USACE Nationwide Permit #15 and California Regional Water Quality Control Board water quality certification.

By entering into a proactive partnership strategy, rather than a conventional client-consultant approach, Moffatt & Nichol was able to overcome the strong cost and environmental challenges posed by the project to deliver an innovative design solution. Throughout construction, traffic continued to travel to and from the island and there were no disruptions to critical Coast Guard activities.

**Relevance and Conformance to Criteria**

- Major bridge structure
- In-stream construction
- Bridge construction value >$5M
- Designed on-time and within budget

**View of completed replacement bridge from shoreline**

---

*Aerial view of Coast Guard Island in Oakland Estuary*
### ATTACHMENT 4.2.6(b)

**LEAD DESIGNER - WORK HISTORY FORM**

**LIMIT 1 PAGE PER PROJECT**

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>NAME:</strong> SR 123 BRIDGES OVER THE OCCOQUAN RIVER</td>
<td><strong>Location:</strong> Prince William and Fairfax Counties, VA</td>
<td><strong>Name:</strong> Archer Western</td>
<td><strong>Name of Client:</strong> Virginia Department of Transportation</td>
<td><strong>Phone:</strong> 804-786-8733</td>
<td><strong>Project Manager:</strong> Kendal Walus</td>
<td><strong>Phone:</strong> 804-786-4575</td>
</tr>
</tbody>
</table>

**VERIFIABLE EVIDENCE OF GOOD PERFORMANCE**

- The original engineering and design schedule was met.
- Invited to showcase project at the Virginia Concrete Conference, hosted by the American Concrete Pavement Association, in 2007

**PROJECT DESCRIPTION**

Moffatt & Nichol was selected by VDOT as the prime consultant to complete a Phase I feasibility study to investigate whether it would be more effective to repair and widen the State Route 123 bridges over the Occoquan River or replace them. The firm’s Richmond office completed the study, wherein Moffatt & Nichol recommended structure replacement, and VDOT chose to pursue that alternative. Moffatt & Nichol’s Richmond office also provided concept development and final design services for the replacement bridges. Throughout the process, the firm worked extensively with the citizens of the historic town of Occoquan to address issues regarding aesthetics and bridge type selection.

For the chosen bridge type, Moffatt & Nichol completed Phase II design and plan preparation for twin seven-span, 1,180 foot long bridges that consisted of modified prestressed concrete Bulb-T girders atop concrete post-and-beam piers utilizing either spread footings or concrete drilled shafts. Each bridge carries three traffic lanes with the southbound bridge carrying an additional pedestrian walkway separated from travel lanes by a concrete barrier.

Because the bridges cross a navigable waterway with active barge and recreational vessel traffic, Moffatt & Nichol provided hydrologic and hydraulic modeling, river and tidal mechanics, scour analysis, dredging plans, and phased construction with maintenance-of-traffic plans. For the hydrologic and hydraulic modeling, Moffatt & Nichol developed both a 1D river flow numerical model and a 2D tidal hydraulics model of the Occoquan River at its confluence with the Chesapeake Bay. Models were used to determine the relative effects of flood flows at the bridges’ location. The results were used in Moffatt & Nichol’s scour analysis to determine potential scour depths. Scour results served as input in the foundation design.

Because the bridges are located in an environmentally and historically sensitive area, they required innovative design to minimize impacts. Architectural treatments such as decorative rails, posts, lights, and pier facades that mimic brickwork were added to the bridge to make it more aesthetically pleasing.

*Construction delays were unrelated to engineering and design.*
**Pacific Coast Highway Bridge Work History Form**

**(LIMIT 1 PAGE PER PROJECT)**

| a. Project Name & Location | b. Name of the prime/ general contractor responsible for overall construction of the project. | c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities. | d. Construction Contract Completion Date (Original) | e. Construction Contract Completion Date (Actual or Estimated) | f. Contract Value (in thousands) | g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement (in thousands) |
|---------------------------|-------------------------------------------------|------------------------------------------------|
| Pacific Coast Highway Bridge (PCH) Bridge | Kiewit Pacific | U.S. Fish and Wildlife Service  
Phone: 503-231-2391  
Project Manager: Gary Blefgen  
Phone: 503-231-6142  
Email: gary_blefgen@fws.gov | 06/2006 | 08/2006 | $147,000 | $10,372 |

**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.**

**Verifiable Evidence of Good Performance**

- The Bolsa Chica Lowlands Restoration project, of which the PCH Bridge was a part, received a Merit Award from Consulting Engineers and Land Surveyors of California in 2007.
- Moffatt & Nichol received Letters of Commendation from both the U.S. Fish and Wildlife Service and the California State Lands Commission for meeting or exceeding all of the objectives identified by the project’s Steering Committee to minimize disturbance to sensitive biological resources through passive and non-intrusive human activity.

**Project Description**

As the prime consultant, Moffatt & Nichol provided engineering and construction management services to implement the restoration of approximately 880 acres of wetland at the Bolsa Chica Ecological Reserve, which required the construction of a new PCH bridge over the inlet and modifications to the highway. Moffatt & Nichol’s Long Beach office designed the new bridge along the same horizontal alignment as the existing segment of the PCH, but the vertical alignment was revised to accommodate the tidal inlet. Due to the change in profile, access to the PCH from Bolsa Chica State Beach was modified to a standard highway entrance, which in turn required reconfiguration of the adjacent parking lot. The multi-purpose trail paralleling the beach was rerouted and relocated to the new bridge.

The new 410-foot-long, 105-foot-wide concrete slab PCH bridge is supported on precast concrete piles. The bridge is designed to accommodate six traffic lanes with shoulders and a 20-foot-wide multi-purpose trail. Moffatt & Nichol selected a non-standard railing for the bridge to accommodate vehicular, pedestrian, and bicycle traffic and meet aesthetic requirements. Because the site is adjacent to the Newport-Inglewood Fault and has high liquefaction potential, the bridge and its approach retaining walls were designed for these high seismic conditions. Dynamic analysis and push-over analysis were performed to assess the performance of the bridge under seismic load.

Moffatt & Nichol submitted a PSR/PR and a structure type selection report to Caltrans for approval. Moffatt & Nichol was also responsible for the permit applications, follow-up, and coordination with multiple federal, state, and local agencies, including the U.S. Army Corps of Engineers, U.S. Coast Guard, Regional Water Quality Control Board, California State Lands Commission, Caltrans, Southern California Air Quality Management District, the County of Orange, and the City of Huntington Beach. Ultimately, Moffatt & Nichol acquired all permits necessary for the restoration. PS&E were completed under an aggressively accelerated schedule to accommodate the limited tidal inlet construction window.

“My opinion is that Moffatt & Nichol exceeded expectations of the Steering Committee. I was particularly impressed with their ability to meet targets, stay on schedule and handle unforeseen events. I would recommend Moffatt & Nichol for another project.” – James F. Trout, Project Coordinator, California State Lands Commission
4.2.7
Conceptual Roadway Plans
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY

SOUTHAMPTON COUNTY

Fr: 0.072miles West of Southampton County Line
To: 0.364miles West of Southampton County Line

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR ACQUISITION OF RIGHT OF WAY.

ADDITIONAL EASEMENTS FOR UTILITY RELocations MAY BE REQUIRED BEYOND THE PROPOSED RIGHT-OF-WAY SHOWN ON THESE PLANS.

9/3/2011

Project Lengths are based on Construction Baseline.
TYPICAL SECTIONS

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

INSET A

NOT TO SCALE

INSET B

NOT TO SCALE
THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

ADDITIONAL EASEMENTS FOR UTILITY RELOCATIONS MAY BE REQUIRED BEYOND THE PROPOSED RIGHT OF WAY SHOWN ON THESE PLANS.
THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

ADDITIONAL EASEMENTS FOR UTILITY RELocations MAY BE REQUIRED BEYOND THE PROPOSED RIGHT-OF-WAY SHOWN ON THESE PLANS.
4.2.8
Conceptual Bridge Plans
Price Proposal

A DESIGN-BUILD PROJECT

Route 35 Bridge Replacement

From: 0.072 Miles West of Southampton County Line
To: 0.364 Miles West of Southampton County Line

Southampton County, Virginia

State Project No.: (NFO) 0035-087-112, PE-101, RW-201, C-501, B-604

Federal Project No.: BR-087-5(014)

Contract ID No.: C00081457DB57

Date: September 11, 2013
4.0.1.2
Price Proposal
Checklist
Contents of Price Proposal:

- Cost Breakdown Summary in whole numbers and Proposal Price in both numbers and words (Attachment 4.3.1)
- Total number of Bridge Closure Days (BCDs) in both words and numbers (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 4.3.4(a) and 4.3.4(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

ADD:
- Pay Items and Associated Quantities Spreadsheet
  Section 4.3.2
4.3.1 Proposal Price
**ATTACHMENT 4.3.1**

**PRICE PROPOSAL FORM**

4.3.1 Offeror shall specify the pricing information for the items below, the dollars amount shall be in whole numbers:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Services, LS</td>
<td>$1,182,000</td>
</tr>
<tr>
<td>Mobilization (Construction), LS</td>
<td>$325,000</td>
</tr>
<tr>
<td>QA/QC (Construction), LS</td>
<td>$850,000</td>
</tr>
<tr>
<td>Dismantle and Remove Existing Structure, LS</td>
<td>$1,225,000</td>
</tr>
<tr>
<td>Earthwork, LS</td>
<td>$225,000</td>
</tr>
<tr>
<td>Roadway Incidentals, LS</td>
<td>$518,500</td>
</tr>
<tr>
<td>Bridge (Structures), LS</td>
<td>$6,733,500</td>
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<tr>
<td>Drainage, LS</td>
<td>$85,000</td>
</tr>
<tr>
<td>Utilities, LS</td>
<td>$90,000</td>
</tr>
<tr>
<td>Environmental Permitting, LS</td>
<td>$190,000</td>
</tr>
<tr>
<td>ROW Acquisition, LS</td>
<td>$80,000</td>
</tr>
<tr>
<td>All Others Costs, LS</td>
<td>$450,000</td>
</tr>
</tbody>
</table>

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

Lump Sum (LS): **Eleven Million Nine Hundred Forty Four Thousand Dollars and No Cents** ($11,944,000)

4.3.2 Offeror shall specify the total number of Bridge Closure Days (BCDs) in both numbers and words:

**BCDs = Three Hundred Sixty Five** (365) days

Signature:  

Design-Build:  

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 the Route 35 Bridge Replacement Design-Build price proposal are as follows:

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10607</td>
<td>ASPHALT CONCRETE TY SM-12.5A</td>
<td>498</td>
<td>TONS</td>
</tr>
<tr>
<td>10642</td>
<td>ASPHALT CONCRETE TY BM-25.0A</td>
<td>981</td>
<td>TONS</td>
</tr>
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</table>

Pay Items which apply to Exhibit 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>
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<td>00120</td>
<td>REGULAR EXCAVATION</td>
<td>1,746</td>
<td>CY</td>
<td>0.290</td>
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<tr>
<td>00120</td>
<td>UNDERCUT EXCAVATION</td>
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<td>CY</td>
<td>0.290</td>
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<tr>
<td>00140</td>
<td>BORROW EXCAVATION</td>
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<td>CY</td>
<td>0.290</td>
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<td>10128</td>
<td>AGGR. BASE MATERIAL TY I NO. 21B</td>
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<td>TON</td>
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<td>498</td>
<td>TON</td>
<td>3.500</td>
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<td>10642</td>
<td>ASPHALT CONCRETE TY BM-25.0A</td>
<td>981</td>
<td>TON</td>
<td>3.500</td>
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<tr>
<td>27430</td>
<td>SILTATION CONTROL EXCAVATION</td>
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<tr>
<td>60404</td>
<td>CONCRETE CLASS A4 – SUPERSTRUCTURE</td>
<td>1,242</td>
<td>CY</td>
<td>1.892</td>
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<tr>
<td>64011</td>
<td>STRUCTURE EXCAVATION</td>
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<td>CY</td>
<td>0.290</td>
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<td>65013</td>
<td>CONCRETE CLASS A3</td>
<td>486</td>
<td>CY</td>
<td>1.892</td>
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</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 hereinbefore may result in rejection of items for asphalt adjustment.

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

Date: September 1, 2013
Signature: [Signature]
Design-builder: American Infrastructure-VA, Inc.
Vendor No.: G303
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PRICE ADJUSTMENT

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items are designated for price adjustment on the bid price sheets.

PROJECT NUMBER: (NFO) 0035-087-122, PE-101, RW-201, C-501, B-604

DISTRICT:

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of $581.50 per IMPERIAL ton for PG 64-22. This quote will be averaged into the monthly price index.

Bid Prices in this contract for items containing PG 76-22 asphalt cement were developed using an f.o.b. price of $N/A (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: September 11, 2017

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-Build 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-Build 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 website 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-Build 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-Build 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-Build'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 vouchers for payment.

The current monthly quantity for eligible items of work selected by the Design-Build 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-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, eliminate or renegotiate the price for remaining portions of affected items of work.

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

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

Date: September 11, 2013
Signature: [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-Builder’s Price Proposal to the index value on the date the steel material is shipped to the fabricator (Please see included sample examples). Weights and date of shipment must be documented by a bill of lading provided to the Department. The final price adjustment dollar value will be determined by multiplying this percent increase or decrease in the index (after 10%) by the represented quantity of steel shipped, by the Base Price per pound subject to the limitations herein.

Price increase/decrease will be computed as follows:

\[ A = B \times P \times Q \]

Where:

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

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

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

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

Upon Department review and due process consideration for redress by Design-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.
FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

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

DATE FOR RECEIPT OF PRICE PROPOSAL  September 11, 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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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Well, 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.  September 11, 2013
Design-Builder  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;

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

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

\[ A = 0.2816 \times 0.054 \times 450,000 \]
\[ A = \$6,842.88 \text{ pay adjustment to Design-Builder} \]
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.

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

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

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

## STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
<th>Number of WPU used in $ adjust.</th>
</tr>
</thead>
<tbody>
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<td>SF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>00540</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>00542</td>
<td>EPOXY COATED REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>00560</td>
<td>STRUCTURAL STEEL JB-1</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
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<tr>
<td>11030</td>
<td>REINF. STEEL BRIDGE APPR. SLAB</td>
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<td>PATCH.HYDR.CEM.CONC. PAVE.</td>
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<td>101704</td>
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<tr>
<td>13290</td>
<td>GUARDRAIL GR-8 (NCHRP 350 TL-3)</td>
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<td>avg. 1017 &amp; 101</td>
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<td>GUARDRAIL GR-8B (NCHRP 350 TL-3)</td>
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<td>GUARDRAIL GR-2A</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
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<td>RAD. GUARDRAIL GR-2</td>
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<td>avg. 1017 &amp; 101</td>
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<td>GUARDRAIL GR-8</td>
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<td>avg. 1017 &amp; 101</td>
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I elect to use this provision

[ ] I elect not to use this provision

Date: September 11, 2012

Signature: ________________________

Design-Build: American Infrastructure-VA, Inc.

Vendor No.: G303
4.3.3
Proposal Guaranty
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 21st Day of August, 2013

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

PROJECT NUMBER:  (NDF) 0035-087-112, PE-101, RN-201, C-501, B-604
Federal Project No.: BR-087-5(014)
Contract ID Number: C0081457DB57

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]  (Principal*)
   (Officer, Partner or Owner) (Seal)
Aaron T. Myers, Vice President/General Manager

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By:  [Signature]  (Surety Company)
   (Attorney-in-Fact**) (Seal)
Christine A. Dunn
600 Red Brook Blvd., 4th Floor, Owings Mills MD 21117
   (Address)

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

By:  [Signature]  (Officer, Partner or Owner) (Seal)
   (Attorney-in-Fact**) (Seal)
   (Address)

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

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

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

**Attach copy of Power of Attorney
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 or 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 21st day of August 2013.

James M. Carroll, Vice President
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 or 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 21st day of August, 2013.

[Seals]

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

PROJECT: 0035-087-112, PE-101, RW-201, C-501, B-604

FHWA: BR-087-5(014)

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)

By: ________________________________
   (Signature)
   Vice-President

STATE of Virginia COUNTY (CITY) of Henrico (Glen Allen)

To-wit:

I, Madelyn R. Treadwell, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day 5th day of September, 2013, personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 5th day of September, 2013

My Commission expires October 31, 2013

OR

**UNSWORN DECLARATION**

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

Signed at ________________________________ County (City), STATE (Name of Firm)

By: ________________________________
   (Signature)
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT  

PROJECT: 0035-087-112, PE-101, RW-201, C-501, B-604  

FHWA: BR-087-5(014)  

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).  

<table>
<thead>
<tr>
<th>NAME</th>
<th>Location of Principal Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>0035-087-112, PE-101, RW-201</td>
<td>BR-087-5(014)</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

By: (Signature) VICE-PRESIDENT

To-wil: HENRICO (GLEN ALLEN)
COUNTY (CITY)

State: Virginia

County: Henrico

Notary Public

Madelyn R. Treadwell

Aaron T. Myers

My Commission expires October 31, 2013
4.3.5
DBE Documents
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0035-087-112, PE-101, RW-201, C-501, B-604  
FHWA NO. BR-087-5(014)

*** INSTRUCTIONS ***

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

DBE REQUIREMENT  12 %

PERCENT ATTAINED BY BIDDER  12 %

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>626546 DT Acad Steel Co., Inc.</td>
<td>(S) MFG. (S)</td>
<td>Rebar Contractor</td>
<td>$696,000.00</td>
</tr>
<tr>
<td>660053 Erle’s Trucking &amp; Enterprise</td>
<td>(H) SUPPL. (M)</td>
<td>Dump Trucking</td>
<td>$290,200.00</td>
</tr>
<tr>
<td>674061 Parrish-Pond Llc.</td>
<td>(S) HAUL. (H)</td>
<td>Public Relations</td>
<td>$92,000.00</td>
</tr>
<tr>
<td>626289 Quinn Consulting Services, Inc.</td>
<td>(S)</td>
<td>Engineering Consulting</td>
<td>$355,088.00</td>
</tr>
</tbody>
</table>

| TOTAL CONTRACT VALUE | 1,433,288.00 |

TOTAL $11,944,000.00 x REQUIRED DBE 12 % = $1,433,280.00

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  
Purchasing Manager  
TITLE

BY

SIGNATURE  
September 11, 2013  
DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

Federal Project No.: BR-087-5(014)

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

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

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

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

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

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

Prime Contractor ________________________________
American Infrastructure-VA, Inc.

By: ____________________________
Signature

Title: Purchasing Manager

Date: September 5, 2013

First Tier Subcontractor if Applicable

By: ____________________________
Signature

Title: ____________________________

Date: ____________________________
Second Tier
Subcontractor if Applicable

By: __________________________  __________________________
    Signature                  Title
    Date: __________________________

Third Tier
Subcontractor if Applicable

By: __________________________  __________________________
    Signature                  Title
    Date: __________________________

DBE Contractor
D.T. READ STEEL CO., INC.

By: __________________________  __________________________
    Signature                  Title
    Date: 8/28/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604
Federal Project No.: BR-087-5(014)

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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  Title

Date: September 5, 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
Erle's Trucking & Enterprise INC

By: ___________________________ Signature ___________________________ Owner ___________________________

Date: 09/02/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604

Federal Project No.: BR-087-5(014)

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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: ____________________________  Title: Purchasing Manager
Signature
Date: ____________________________

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

PARRISH-POINT, LLC

By: ___________________________ Signature ___________________________ Title ___________________________ Date: 8/30/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604
Federal Project No.: BR-087-5 (014)

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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: ___________________________ Purchasing Manager
Signature: ___________________________ Title: ___________________________ Date: September 5, 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 Quinn Consulting Services, Inc.

By: ___________________________ Signature ___________________________ President __________
    Date: August 14, 2013