LETTER OF SUBMITTAL

VDOT
Virginia Department of Transportation
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 Number: C00081457DB57

SUBMITTED BY
ABERNATHY
CONSTRUCTION CORP.
IN ASSOCIATION WITH
AMMANN & WHITNEY

AUGUST 21, 2013
4.0.1.1 Letter of Submittal Checklist & Contents
# LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

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<tr>
<td>Conceptual Bridge Plans</td>
<td>NA</td>
<td>Section 4.2.8</td>
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</table>
ATTACHMENT 4.0.1.1
ROUTE 35 BRIDGE REPLACEMENT
LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

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

<table>
<thead>
<tr>
<th>Letter of Submittal Component</th>
<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
<th>Page Reference</th>
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</thead>
<tbody>
<tr>
<td>Letter of Submittal Checklist and Contents</td>
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<td>Attachment 3.4 (Form C-78-RFP)</td>
<td>Sections 3.4; 4.0.1.1</td>
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<td>Declaration of intent</td>
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<td>120 day declaration</td>
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<td>Point of Contact information</td>
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<td>Principal Officer information</td>
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<td>Tab 4.1.8</td>
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<td>DBE statement confirming Offeror is committed to achieving the required 12% DBE goal</td>
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<td>Section 4.1.9</td>
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<tr>
<td>Interim Milestone and Final Completion Dates</td>
<td>NA</td>
<td>Section 4.1.10</td>
<td>Tab 4.1.10</td>
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</table>
3.4 Acknowledgement of RFP, Revisions, and/or Addenda
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 addendum #1
   (Date)

3. Cover letter of August 20, 2013 addendum #2
   (Date)

4. Cover letter of September 4, 2013 addendum #3
   (Date)

Deborah Abernathy

SIGNATURE

Deborah Abernathy, Abernathy Construction Corporation

PRINTED NAME

August 21, 2013

DATE

Secretary/Treasurer

TITLE
4.1 Letter of Submittal
4.1 Letter of Submittal

Virginia Department of Transportation
Mr. Stephen D Kindy, P.E.
1401 East Broad Street
Richmond VA 23219

Subject: Letter of Submittal
Route 35 Bridge Replacement Project, Southampton County, Virginia

Dear Mr. Kindy,

In response to VDOT’s Request for Proposals on July 3, 2013, Abernathy Construction Corporation (Abernathy) is pleased to submit this Statement of Qualifications for the Route 35 Bridge Replacement Design-Build Project in Southampton County.

Abernathy has a long-standing relationship with VDOT, working in the Commonwealth for over 60 years and completing dozens of projects for VDOT, including the Route 36 design build project in Petersburg. Our diverse and extensive experience in road, bridge, and utility construction, and our design build experience make us very well suited for this project. Partnering with Ammann & Whitney, we have put together a team of local, experienced contractors and designers that will deliver a quality project to VDOT focused on safety, schedule, value, and innovation.

L. S. Abernathy Construction was founded in 1949 by Lloyd Abernathy. Coming from a farming family out of Brunswick County, VA, Lloyd decided to leave the farm and venture into bridge construction. Building bridges up and down the east coast for nearly 20 years, he eventually settled in Virginia and began his business in the Commonwealth. Bobby Abernathy, Lloyd’s oldest son, reorganized and incorporated the family business in 1971 as Abernathy Construction Corporation. Today, Bobby and his sons continue the family’s construction tradition, and their dedication to maintain high standards of business and to grow along with the communities it does business in.

Abernathy’s dedication to quality was recognized by VTCA with an award for the Route 637 Bridge Replacement Project in Essex County, received a 4 Star recognition by VDOT for the Route 95 Temple Avenue Interchange Project as the Best State Construction Project in 2008, and received the VDOT Staunton District Excellence in Construction – Best Project Award in 2010, and we continue to pursue the highest level of quality on every project. Along with quality, we plan and execute our work with safety in mind, both with our team and the traveling public. Safety is a priority for Abernathy, and consistent with previous years, our Experience Modification Factor is 0.78 for 2013.
Since their founding in 1946 by Othmar Ammann, the preeminent bridge engineer, and Charles Whitney, an equally renowned designer of innovative structures, Ammann & Whitney has been synonymous with engineering excellence. The firm has won numerous awards and has been consistently recognized for technical innovation, integrity and achievement, along with an unwavering commitment to client satisfaction. Ammann & Whitney is privileged to have been associated with the design and/or upgrade of many of our nation’s most notable landmarks, including the Verrazano Narrows and Golden Gate Bridges; the Statue of Liberty; the US Capitol Building; Dulles International Airport; and most recently, the Huguenot Memorial Bridge reconstruction. While Ammann & Whitney has been associated with unprecedented accomplishments and landmark structures, their 60+ year history has been filled with less noteworthy, but no less important, efforts. Their broad-based staff enables them to offer clients the range of capabilities and depth of experience found in large practices with the attention to service and quality that characterizes smaller organizations.

Abernathy Construction Corporation has examined the RFP Documents, Addenda, has visited the Project Site. We have studied all conditions which may in any way affect its Proposal or the performance of the work on the Project.

We look forward to serving VDOT on this project and appreciate your consideration during the evaluation process. If you have any questions during this process, please contact me at 804-266-1465, or at babernathy@abernathyconstruction.com.

Respectfully,
Abernathy Construction Corporation

Bobby J. Abernathy
President
4.1.1 Full Legal Name and Address of the Offeror who will execute this contract with VDOT

<table>
<thead>
<tr>
<th>Firm &amp; Contact</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abernathy Construction Corp.</td>
<td>PO Box 1041</td>
</tr>
<tr>
<td>Bobby J. Abernathy/President</td>
<td>Glen Allen VA 23060</td>
</tr>
<tr>
<td></td>
<td>804-266-1465 (p) 804-266-4449 (f)</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:babernathy@abernathyconstruction.com">babernathy@abernathyconstruction.com</a></td>
</tr>
</tbody>
</table>

4.1.2 The Abernathy Construction Team intends to enter into the contract with VDOT in accordance with all terms of the RFP.

4.1.3 Pursuant to Part 1, Section 8.2, The Abernathy Construction Team declares that our offer represented by the Letter of Submittal and Price Proposal will remain in full force and effect for 120 days after the date the Proposal is submitted, August 21, 2013, to the Virginia Department of Transportation.

4.1.4 Information of Point of Contact

<table>
<thead>
<tr>
<th>Firm &amp; Contact</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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</tr>
<tr>
<td></td>
<td><a href="mailto:babernathy@abernathyconstruction.com">babernathy@abernathyconstruction.com</a></td>
</tr>
</tbody>
</table>

4.1.5 Bobby Abernathy, President of Abernathy Construction Corporation, will also serve as the Principal Officer for the Offeror. Please see Section 4.1.4 above for contact information.

4.1.6 Abernathy Construction Corporation is structured as a corporation and will be the lead organization, taking full financial responsibility with no liability limitations. Team Member D. F. Abernathy, Secretary/Treasurer, will undertake financial responsibility for this project, and can be reached at dfabernathy@abernathyconstruction.com, or at the address/phone number listed in Section 4.1.4.

4.1.7 Lead Contractor and Designer

<table>
<thead>
<tr>
<th>Legal Name</th>
<th>Role</th>
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<tbody>
<tr>
<td>Abernathy Construction Corp.</td>
<td>Prime Contractor responsible for overall project</td>
</tr>
<tr>
<td></td>
<td>construction and Legal Entity for contract execution</td>
</tr>
<tr>
<td></td>
<td>with VDOT</td>
</tr>
<tr>
<td>Ammann &amp; Whitney Consulting</td>
<td>Prime Design firm responsible for the overall</td>
</tr>
<tr>
<td>Engineers, P.C.</td>
<td>project design</td>
</tr>
</tbody>
</table>

P.O. BOX 1041 • WINFREY ROAD • GLEN ALLEN, VIRGINIA 23060 • (804) 266-1465
4.1.8 Abernathy Construction is currently prequalified with VDOT and is "active" in the work classes of "major structures; drainage structures; railroad construction/repair and excavating" (Vendor Number: A003). Abernathy is also in good standing with VDOT and prequalified to bid as outlined in VDOT's Rules Governing Prequalification Privileges. Abernathy is a certified SWAM vendor (Certification Number 681532).

4.1.9 The Abernathy Construction Team is committed to achieving a twelve percent (12%) DBE participation goal established by VDOT for the entire value of the contract through design and construction.

4.1.10 The Abernathy Construction Team will adhere to the Final Completion Date of October 23, 2015 as set forth in Section 2.4.1 of the RFP. The Interim Milestone is set at October 23, 2014.
4.2.1 Affiliated and/or Subsidiary Companies
ATTACHMENT 4.2.1
State Project No. 0035-087-112, PE-101, RW-201, C-501, B-604

Affiliated and Subsidiary Companies of the Offeror

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.

[X] 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>
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4.2.2 Certification Regarding Debarment Forms
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.

Deborah Abernathy  
Signature  August 21, 2013  
Date  Secretary- Treasurer  Title

Abernathy Construction Corporation

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] July 30, 2013 [President]
[Signature] Date [Title]

Ammann & Whitney Consulting Engineers, PC

Name of Firm
ATTACHMENT 4.2.3(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] 9/3/13 [Vice President]

[Name of Firm]
ATTACHMENT 4.2.2(h)
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

Date

principal Geotechnical Engineer

Title

GET Solutions, 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] 9-04-13  [President]

[Name of Firm]

Date  Title
4.2.3 Offeror’s VDOT Prequalification Certificate
CERTIFICATE OF QUALIFICATION

ABERNATHY CONSTRUCTION CORPORATION

Vendor Number: A003

In accordance with the Regulations of the Virginia Department of Transportation, you are hereby notified that the following Rating and Classifications have been assigned to you by the Commissioner:

PREQUALIFIED

Work Classes: MAJOR STRUCTURES; DRAINAGE STRUCTURES; RAILROAD CONSTRUCTION / REPAIR; EXCAVATING

Issue Date: 01/31/2012

This Rating and Classification will Expire: 01/31/2013

Suzanne FR Lucas Prequalification Officer

Don E. Silles, State Contract Officer
4.2.4 Evidence of Obtaining Bonding
August 21, 2013

Commonwealth of Virginia
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219

RE: Abernathy Construction Corporation
Bonding Capability

Project: Route 35 Bridge Replacement – A Design Build Project
Southampton County, VA
State Project No.: (NFO) 0035-087-112, PE-101, RW-201, C-501, B-604
Approximate Value: $10,000,000.00

To Whom It May Concern:

Abernathy Construction Corporation has been a valued client of BB&T Insurance Services and Travelers Casualty & Surety Company of America for more than twenty years. As surety for Abernathy Construction Corporation, Travelers Casualty and Surety Company of America with A.M. Best Financial Strength Rating of A+ and Financial Size Category XV is capable of obtaining a 100% Performance Bond and 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 as provided for in the contract documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this project.

Travelers Casualty & Surety Company is licensed to transact surety business in the Commonwealth of Virginia and is listed on the U.S. Department of Treasury’s list of acceptable sureties.

Should you have any questions, please feel free to contact me.

Very truly yours,

Joyce D. Barrett
Bond Account Manager
Attorney-In-Fact for Travelers Casualty & Surety Company of America
4.2.5 DPOR Licenses and SCC Registrations
**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>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
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<td>0131534-0</td>
<td>Corporation</td>
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<td>PO Box 1041 Glen Allen VA 23060</td>
<td>Contractor</td>
<td>2701011256</td>
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<tr>
<td>Ammann &amp; Whitney</td>
<td>F129146-9</td>
<td>PC</td>
<td>Active</td>
<td>203 E Cary St Ste 150 Richmond VA 23233</td>
<td>Engineer</td>
<td>0410000194</td>
<td>2-28-2014</td>
</tr>
<tr>
<td>Louis Berger Group Inc.</td>
<td>F057543-3</td>
<td>Corporation</td>
<td>Active</td>
<td>1111 East Main Street Richmond, VA 23219</td>
<td>Engineer</td>
<td>0407003926</td>
<td>12-31-2013</td>
</tr>
<tr>
<td>Geotechnical Environmental &amp; Testing Solutions</td>
<td>0541847-0</td>
<td>Corporation</td>
<td>Active</td>
<td>204-B Grayson RD Va Beach, VA 23462</td>
<td>Engineer</td>
<td>0407004018</td>
<td>12-31-2013</td>
</tr>
<tr>
<td>Zannino Engineering Inc.</td>
<td>0438706-4</td>
<td>Corporation</td>
<td>Active</td>
<td>9915 Greenwood Rd Glen Allen, Va 23060</td>
<td>Engineering</td>
<td>0407003572</td>
<td>12-31-2013</td>
</tr>
</tbody>
</table>
4.2.5.1 SCC Registration
Information - Businesses
# 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.

**SCC & DPOR INFORMATION FOR BUSINESSES (RFP Sections 4.2.5.1 and 4.2.5.2)**

<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>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abernathy Construction Corporation</td>
<td>0131534-0</td>
<td>Corporation</td>
<td>Active</td>
<td>PO Box 1041</td>
<td>Contractor</td>
<td>2701011256</td>
<td>12-31-2014</td>
</tr>
<tr>
<td>Ammann &amp; Whitney</td>
<td>F129146-9</td>
<td>PC</td>
<td>Active</td>
<td>203 E Cary St Ste 150</td>
<td>Engineer</td>
<td>0410000194</td>
<td>2-28-2014</td>
</tr>
<tr>
<td>Louis Berger Group Inc</td>
<td>F057543-3</td>
<td>Corporation</td>
<td>Active</td>
<td>1111 East Main Street</td>
<td>Engineer</td>
<td>0407003926</td>
<td>12-31-2013</td>
</tr>
<tr>
<td>Geotechnical Environmental &amp;Testing Solutions</td>
<td>0541847-0</td>
<td>Corporation</td>
<td>Active</td>
<td>204-B Grayson RD</td>
<td>Engineer</td>
<td>0407004018</td>
<td>12-31-2013</td>
</tr>
<tr>
<td>Zannino Engineering Inc.</td>
<td>0438706-4</td>
<td>Corporation</td>
<td>Active</td>
<td>9915 Greenwood Rd</td>
<td>Engineering</td>
<td>0407003572</td>
<td>12-31-2013</td>
</tr>
</tbody>
</table>
**CORPORATE DATA INQUIRY**

**CORP ID:** 0131534 - 0  **STATUS:** 00  **ACTIVE**  **STATUS DATE:** 06/01/12

**CORP NAME:** ABERNATHY CONSTRUCTION CORPORATION

**DATE OF CERTIFICATE:** 04/15/1971  **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:**  **MON NO:**  **MON STATUS:**  **MONITOR DTE:**

**R/A NAME:** DEBORAH ABERNATHY

**STREET:** WINFREY RD.  **AR RTN MAIL:**

P.O. BOX 1041

**CITY:** GLEN ALLEN  **STATE:** VA  **ZIP:** 23060

**R/A STATUS:** 2  **OFFICER**  **EFF. DATE:** 03/04/87  **LOC:** 143

**ACCEPTED AR#:** 213 06 0640  **DATE:** 03/25/13  **HENRICO COUNTY**

**CURRENT AR#:** 213 06 0640  **DATE:** 03/25/13  **STATUS:** A  **ASSESSMENT INDICATOR:** 0

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

<table>
<thead>
<tr>
<th>YEAR</th>
<th>FEES</th>
<th>PENALTY</th>
<th>INTEREST</th>
<th>TAXES</th>
<th>BALANCE</th>
<th>TOTAL SHARES</th>
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</thead>
<tbody>
<tr>
<td>13</td>
<td>100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500</td>
</tr>
</tbody>
</table>

(Screen Id:/Corp_Data_Inquiry)
CISM0180 CORPORATE DATA INQUIRY

CORP ID: F129146 - 9 STATUS: 00 ACTIVE
CORP NAME: AMMANN & WHITNEY CONSULTING ENGINEERS, P.C.

DATE OF CERTIFICATE: 12/16/1998 PERIOD OF DURATION:
STATE OF INCORPORATION: NY NEW YORK STOCK INDICATOR: S STOCK
MERGER IND: CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: 50.00 MON NO: MON STATUS: MONITOR DTR:
R/A NAME: BAL CHERWOO
STREET: 203 E CARY ST STE 150
CITY: RICHMOND STATE: VA ZIP: 23219
R/A STATUS: 2 OFFICER EFF. DATE: 01/28/03 LOC: 216
ACCEPTED AR#: 212 54 9031 DATE: 12/20/12 RICHMOND CITY
CURRENT AR#: 212 54 9031 DATE: 12/20/12 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
12 100.00

(Screen Id:/Corp_Data_Inquiry)
CISM0180 CORPORATE DATA INQUIRY

CISM0180 - 3 STATUS: GC ACTIVE STATUS DATE: 05/03/13

COURT NAME: Berger Group (Domestic), Inc., The Louis

DATE OF CERTIFICATE: 09/03/1998 PERIOD OF DURATION: 25 STATE OF INCORPORATION: NJ NEW JERSEY STOCK INDICATOR: 8 STOCK

MERGER IND: CONVERSION/.DOMESTICATION IND:

GOOD STANDING IND: Y MONITOR INDICATOR:

CHARTER SEE: NON NO: MON STATUS: MONITOR DATE:

R/A NAME: CORPORATION SERVICE COMPANY

STREET: 1111 EAST MAIN STREET AR RTN MALL:
BANK OF AMERICA CENTER, 16TH FLOOR
CITY: RICHMOND STATE: VA ZIP: 23219
R/A STATUS: S B.S. AUTH IN VA EFF. DATE: 05/09/12 LLC: 216
ACCEPTED ANN: 213 62 4851 DATE: 05/28/13 RICHMOND CITY
CURRENT ANN: 213 62 4851 DATE: 03/25/13 STATUS: A ASSESSMENT INDICATOR:

YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
13 100.00


9/4/2013
Commonwealth of Virginia
State Corporation Commission

CISM0180
CORPORATE DATA INQUIRY

CORP ID: 0541847 - O
STATUS: 00 ACTIVE
STATUS DATE: 09/04/04
CORP NAME: Geotechnical Environmental and Testing Solutions, Inc.

DATE OF CERTIFICATE: 06/16/2000
PERIOD OF DURATION: 00
INDUSTRY CODE: 00
STATE OF INCORPORATION: VA VIRGINIA
STOCK INDICATOR: 3
STOCK
MERGER IND: Y
CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y
MONITOR INDICATOR:
CHARTER EXP: 00
MON NO:
MON STATUS: MONITOR DTE:
R/A NAME: TERENCE MURPHY

STREET: NAUPHAN & CAVOES PC
150 W MAIN ST STE 2100
CITY: NORFOLK
STATE: VA
ZIP: 23501 1609
R/A STATUS: 4
ATTORNEY
EXP. DATE: 07/17/00
LOC : 211
ACCEPTED ARA: 213 09 1311
DATE: 05/24/13
NORFOLK CITY
CURRENT ARA: 213 09 1311
DATE: 05/24/13
STATUS: A
ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
13 100.00

9/4/2013
4.2.5.2 DPOR Registration Information - Businesses
**ATTACHMENT 4.2.5**

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

**SCC and DPOR Information - Businesses**

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<tr>
<th>Business Name</th>
<th>SCC Number</th>
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<tbody>
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<td>Contractor</td>
<td>2701011256</td>
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<td>Ammann &amp; Whitney</td>
<td>FT29146-9</td>
<td>PC</td>
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<td>203 E Cary St Ste 150 Richmond VA 23233</td>
<td>Engineer</td>
<td>0410000194</td>
</tr>
<tr>
<td>Louis Berger Group Inc</td>
<td>F057543-3</td>
<td>Corporation</td>
<td>Active</td>
<td>1111 East Main Street Richmond, VA 23219</td>
<td>Engineer</td>
<td>0407003926</td>
</tr>
<tr>
<td>Geotechnical Environmental &amp; Testing Solutions</td>
<td>0541847-0</td>
<td>Corporation</td>
<td>Active</td>
<td>204-B Grayson RD Va Beach, VA 23462</td>
<td>Engineer</td>
<td>0407004018</td>
</tr>
<tr>
<td>Zannino Engineering Inc.</td>
<td>0438706-4</td>
<td>Corporation</td>
<td>Active</td>
<td>9915 Greenwood Rd Glen Allen, Va 23060</td>
<td>Engineering</td>
<td>0407003572</td>
</tr>
</tbody>
</table>
ABERNATHY CONSTRUCTION CORP
PO BOX 1041
GLEN ALLEN, VA 23060
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

PROFESSIONAL CORPORATION BRANCH OFFICE REGISTRATION

PROFESSIONS: ENG

AMMANN & WHITNEY CONSULTING ENGINEERS PC
203 E. CARY ST.
SUITE 150
RICHMOND, VA 23233

EXPIRES ON 02-28-2014

NIU\ER 0410000194
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

PROFESSIONS: ENG

THE LOUIS BERGER GROUP INC
ATTN: LUCY SHUSTER
801 E MAIN ST. SUITE 500
RICHMOND, VA 23219

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

ALTERNATION IN THIS DOCUMENT USE AFTER EXPIRATION OR USE BY PERSONS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

PROFESSIONS: ENG

GEOTECHNICAL ENVIRONMENTAL & TESTING
204-B GRAYSON ROAD
VIRGINIA BEACH, VA 23462

NUMBER 0407/04018 EXPIRES 12-31-2013

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

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

PROFESSIONS: ENG

ZANNINO ENGINEERING INC
9915 GREENWOOD RD
GLEN ALLEN, VA 23060

EXPIRES ON
12-31-2013

NUMBER
0407003572

Quran R. Dixon, Director

(USE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
4.2.6(a) Lead Contractor
Work History Form
A DESIGN-BUILD PROJECT

STATEMENT OF QUALIFICATIONS

LEAD CONTRACTOR—WORK HISTORY FORM

Work by Lead Contractor—three (3) projects which best illustrate current qualifications relevant to this Project.

<table>
<thead>
<tr>
<th>Project Name &amp; Location</th>
<th>b. Narrative describing nature of Firm’s Responsibilities</th>
<th>c. Client/Owner/Project Manager who can verify Firm’s responsibilities. Include address and current phone number.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Estimated Value (in Thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RT 58/258 Isle of Wight Co.</td>
<td>Please see detailed Narrative below.</td>
<td>Owner Virginia Department of Transportation 7051 General Mahone Hwy Waverly, VA 23320</td>
<td>Owner Contact MacFarland Neblett, Resident Administrator 804 524-8405</td>
<td>04/06</td>
<td>04/06</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner Virginia Department of Transportation 7051 General Mahone Hwy Waverly, VA 23320</td>
<td>Owner Contact MacFarland Neblett, Resident Administrator 804 524-8405</td>
<td>04/06</td>
<td>04/06</td>
</tr>
</tbody>
</table>

b. Narrative describing nature of Firm’s Responsibilities

PROJECT DELIVERY METHOD: Bid/Build

Specifications and Description: Construction of the Rt. 258 by-pass around the east side of the City of Franklin, VA. The project consisted of 2.689 KM (1.67 miles) of new alignment and tie-in to existing Route 58, and included grading, drainage, asphalt pavement, two drainage structures, and four bridges. Two of the bridges were over swamps, one was over a railroad, and one was over secondary road. Bridge construction materials included 24” and 12” prestressed concrete piling and Type III concrete beams. Traffic signals and tree planting were other components of the project. The project was completed on schedule and on budget.

Examples of items Abernathy Construction Corporation accomplished during the construction of this project are as follows:

- Submitted a VEP to re-sequence the work plan, which eliminated the need for a detour and provided minimal disruption to traffic during construction.
- Designed innovative phasing of traffic controls that minimized impact on public travel through construction area.
- Collaborated with VDOT and VMRC to install causeways and utilize barges to access bridge site and roadway fill area, minimizing environmental impacts.
- Redesigned the diversion channel to work within the existing right of way.
- Employed cement treated aggregate for roadway base, increasing life of the road.
- Partnered with Isle of Wight County and Norfolk Southern Railroad to maintain safe traffic flow through the construction area.
- Utilized sandy borrow materials in order to allow construction to continue throughout wet seasons, reducing construction time with no increased cost to VDOT.
- Coordinated with neighboring International Paper Corporation to maintain their shipping and receiving traffic through construction site.
# LEAD CONTRACTOR—WORK HISTORY FORM

## Work by Lead Contractor—three (3) projects which best illustrate current qualifications relevant to this Project.

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
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<th>c. Client/Owner/Project Manager who can verify Firm’s responsibilities. Include address and current phone number.</th>
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<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Estimated Value (in Thousands)</th>
</tr>
</thead>
</table>
| VRE Bridge and Approach Track, IFB #04-012 | Please see detailed Narrative below. | Virginia Railway Express  
1500 King Street, Suite 202  
Alexandria, VA 22314 | Sirel Mouchantaf,  
Project Manager  
703-838-5448 | June 2007 | May 11, 2007 | $15,831 | $15,709 | $15,709 |

### Project Delivery Method: Bid/Build

### Project Description:
The project consisted of constructing a new railroad bridge to provide double track service to alleviate the rail bottleneck at the Quantico Creek crossing. The new structure was approximately 1750 feet long and was wide enough to accommodate a future third track. The project included the approach track and realignment of the existing double track on both ends of the structure. The 34 piers consisted of 36-inch diameter concrete-filled steel piling and cast-in-place caps. Prestressed concrete girders supported the concrete deck, which was the bottom of the ballast trough for the track. Very close communication and coordination with VRE was maintained during the construction to ensure track time and work windows were maintained. The project was completed ahead of schedule and below budget.

### Examples of items Abernathy Construction Corporation accomplished during the construction of this project are as follows:

- Partnered with Virginia Railway Express (VRE), CSXT, Marine Corp., Possum Point VA Dominion Power Plant, Virginia Marine Resources, and utilities for track coordination and project access.
- Supported VRE during the project by performing additional functions such as purchasing and moving VRE materials.
- Provided value engineering proposals to reduce costs, such as: using 36” diameter pile cut-off sections, which would have been wasted, in lieu of using new 30” piles; using barge access instead of dredging to reduce impacts to the river bed and to save money by eliminating removal of a large quantity of old timber piling in the channel.
- Developed and maintained relationships with private property owners affected by the work site.
<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Narrative describing nature of Firm’s Responsibilities</th>
<th>c. Client/Owner/Project Manager who can verify Firm’s responsibilities. Include address and current phone number.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Estimated Value (in Thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rt 624, Project #0624-079-148, C501, B611</td>
<td>Approaches and Bridge Replacement over Cat Point Creek Richmond County, Virginia</td>
<td>Please see detailed Narrative below.</td>
<td></td>
<td></td>
<td>Virginia Department of Transportation 87 Deacon Road Fredericksburg VA 22405</td>
</tr>
</tbody>
</table>

**Specifications:** Newland Road Approaches and Bridge Replacement over Cat Point Creek in Richmond County

**Project Description:** The project consisted of the replacement of an existing swing span bridge over Cat Point Creek. The bridge was constructed with 24” pre-stressed concrete piles, cast-in-place bent caps, and 45” bulb-T pre-stressed concrete beams approximately 80’ long, and topped with a cast-in-place deck and railing. Improvements of the adjacent approaches included realignment of the roadway, removal of an existing causeway, and installation of a boat ramp for an adjacent property owner.

Unique aspects of this project included replacing a beam on one span with experimental lightweight precast concrete beams, which were fitted with monitoring equipment for future research. The new bridge crossed wetlands and Cat Point Creek, which is a tidal creek, and was located within the Rappahannock River Valley Wildlife Refuge. All of which required extra protective efforts to prevent impact to the environment.

The eagle population within the refuge and project site was monitored closely by state and federal environmental agencies, with the project receiving acceptable reports during construction. In addition, Abernathy coordinated the project work activities within the time of year restrictions for work in the water and the time limits for pile driving so that the schedule could be met. The project was completed on schedule and on budget.

**Examples of items Abernathy Construction Corporation accomplished during the construction of this project are as follows:**

- Simplified the work platform method for accessing the new bridge by using barges to cross sensitive wetlands.
- Partnered with the VDOT Research Council by installing a test beam made with fiber-reinforced concrete. This beam had monitoring equipment cast into the beam, and will be monitored on a long term basis by the Research Council.
- Developed and maintained relationships with private property owners affected by the work site.
- Ensured that the wetlands, tidal creek, and eagles were protected during construction.
- One of first VDOT projects to use the Concrete End Result Specification.
4.2.6(b) Lead Designer
Work History Form
# ATTACHMENT 42.6(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: Huguenot Memorial Bridge Replacement</td>
<td>Skanska</td>
<td>Name of Client: VDOT Owner: Virginia Department of Transportation 2430 Pine Forest Drive Colonial Heights, VA 23834 Project Manager: Steven McNeely Phone: 804.524.6152 Email: <a href="mailto:Steven.McNeely@VDOT.Virginia.gov">Steven.McNeely@VDOT.Virginia.gov</a></td>
<td>2010</td>
<td>2010</td>
<td>$54,000</td>
<td>$42,000</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.

As prime consultant, Ammann & Whitney provided project management, engineering and construction phase services out of our Richmond, VA office for the $45 million rehabilitation/replacement of the 3000 ft Huguenot Memorial Bridge. Built in 1949, the curved steel structure spans the James River, CSX Tracks, James River Parks, and a historic barge canal.

In addition to structural engineering, the project services have included: aerial and ground surveys; traffic data acquisition and analyses; hydraulic, hydrologic and scour analyses; cost estimates; maintenance and protection of traffic plans; detour route assessments; existing bridge evaluations; replacement structures and span optimization design; repair and replacement alternatives evaluations; roadway design; and public participation.

A significant feature of the project included provisions for pedestrian bike facilities on the bridge to riverside parks. The bridge is located in a residential community on the scenic James River; therefore, mitigating construction and aesthetic impacts on the area was a key project concern.

Due to local ground accelerations, the new bridge has been designed to sustain seismic loads. Other special structural considerations include the design for stream forces, wind loads and special military loading. Other work performed by Ammann & Whitney included hydraulic, hydrologic and scour analyses; cost estimates; existing bridge evaluation; replacement structures and span optimization design; repair and replacement alternatives evaluations; and public participation.

Ammann & Whitney provided and managed construction support services for the duration of the project. Notable accomplishments during the construction phase were working with the contractor on alternate deck pouring sequences and redesigning a pier that was two feet off alignment due to a construction survey error. Working closely with the contractor, we were able to help eliminate construction delays due to utility relocation problems at the start of the project.
## LEAD DESIGNER - WORK HISTORY FORM  
### (LIMIT 1 PAGE PER PROJECT)

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
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<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>
</table>
| Bridges on Route 58 over the Middle Fork Holsten River | DLB, Inc. | Name: VDOT  
Owner: Virginia Department of Transportation  
Address: 1401 E. Broad Street  
Richmond, VA 23219  
POC: Bruce Shepard, PE  
Phone Number: (804) 786-2560  
Email: Bruce.Shepard@VDOT.Virginia.gov | 2003 | 2012 | $20,000 | $20,000 | $390 |

### 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.

As prime consultant, Ammann & Whitney provided project management, engineering and construction phase services out of our Richmond, VA office for the design of two new bridges (approximately 335 feet long) over the Middle Fork of the Holston River in Washington County. Services included project management, quality control, structural design, preparation of structural and permit drawings and cost estimates. Construction Services included shop drawing review and construction consultation. Safety, maintenance and protection of traffic and construction staging were key issues.

The continuous curved girder bridges were erected in stages. Our analysis utilized a three dimensional finite element model that incorporated the deck slab as an important component in force distribution and the overall torsional response of the structure. Each stage of construction was modeled to fully evaluate the critical service conditions to which the structure is exposed.

Pier placement was determined based on limiting environmental impacts for the final build configuration and construction requirements. Wetland effects have been minimized by placement of the abutment and coordinated against the staging requirements while the existing bridge remains in service. Piers were located out of the main channel flow of the river to improve hydraulics and limit scour, and to limit the scope of construction activity in the river itself.

Construction was required to proceed within a limited right-of-way and adjacent to the regional sewage treatment plant. Heavy construction work, excavation and foundation installation were designed to minimize conditions adverse to the proper operation of the treatment plant.
**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>
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<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. Construction Contract Value (Original)</th>
<th>g. Construction Contract Value (Actual or Estimated)</th>
<th>h. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement. (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Johnsonburg Bypass - State Road 0219, Sections C10 &amp; D10</td>
<td>Name: Swank Associated Companies, Inc.</td>
<td>Name of Client: Pennsylvania Department of Transportation</td>
<td>Project Manager: Mr. Steve Fantechi</td>
<td>Phone: 814 765 0677</td>
<td>Email: <a href="mailto:sfantechi@pa.gov">sfantechi@pa.gov</a></td>
<td>2010</td>
<td>2010</td>
</tr>
</tbody>
</table>

Location: Elk County, PA

Name: Swank Associated Companies, Inc.

Name of Client: Pennsylvania Department of Transportation

Project Manager: Mr. Steve Fantechi

Phone: 814 765 0677

Email: sfantechi@pa.gov

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.

As prime consultant, Ammann & Whitney provided project management, engineering and construction phase services out of our Philadelphia, PA office for the design of three bridges on the Johnsonburg Bypass. Existing SR 0219 is a highway running through the town of Johnsonburg, Pennsylvania. The heavy volume of truck traffic from the local paper manufacturing company contributed to a high accident rate and raised concerns for pedestrian safety. The highway was relocated from the busy business district of Johnsonburg to the west side of the Clarion River.

Design consisted of 7,700 ft of roadway realignment; three multi-span girder bridges over railroad tracks, local streets and the river; four retaining walls; two signalized intersections and a noise barrier. Approach adjustments at the project terminus and at the intersection of the proposed bypass and local roads were also designed.

The overall project included surveying; preliminary design/Step 9; utility coordination; PUC application; wetland and habitat mitigation; right-of-way plans; roadway design; noise analysis and barrier design; structure design; traffic signal study/design and plans; signing, pavement marking and delineation design/plans; erosion and sedimentation control and traffic control plans; geotechnical engineering; hazardous waste management; and construction plans, specifications, and estimates. Construction consultation and shop drawing review was provided.

The structures included complex bridges and retaining walls. Bridge Structure S102 is a 694-ft long six span prestressed I-beam bridge over the Clarion River and Allegheny & Eastern Railroad. The bridge includes a reverse curve. Bridge Structure S108 is a 1,210- ft long eight-span structure with a prestressed I-beam superstructure unit and a curved steel plate girder superstructure unit. The bridge includes complex curves and lane tapers. The steel unit includes a 280-ft center span over Buffalo & Pittsburgh Railroad and incorporates use of HPS 70 steel. Bridge Structure S112 is a 945-ft eight span prestressed concrete bulb-tee structure over local roads, Allegheny & Eastern Railroad and West Branch Clarion River. This structure was a Design-Build bridge for the contractor. The project’s retaining walls include a complex anchored soldier pile wall, a mechanically stabilized earth wall and two cast-in-place concrete cantilever walls.

Construction Costs for these bridges are as follows:

- Bridge Structure S102 is $5.6 million
- Bridge Structure S108 is $12.8 million
- Bridge Structure S112 is $10.3 million
4.2.7 Conceptual Roadway Plans
**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**

- Station 23+57.83 to 27+50.00
- Station 12+10.00 to 14+42.17
- Station 27+50.00 to 29+50.00
- Station 10+50.00 to 12+10.00

Station 14+42.17 to 23+57.83

---

**INSET B**

- Station 0+000.00 to 0+600.00
- Station 29+50.00 to 29+75.00
- Station 10+25.00 to 10+50.00

---

2" Top Soil & Seeding Req'd

Asphalt Concrete Curb Back-up Material

Std. MC-3B Asphalt Curb

---

Var. * SEE PLANS

2% AND VAR.

---

**NOT IN SCALE**

Refer to the "RFP Part 2" for additional section information.
**RFP 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.

**Sta. 27+00.00 Match Line see Plan Sheet No. 5**

**TheS Plans Are UNFINISHED and UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.**

---

**Utility Surveyors**

Dominion Virginia Power
Moore, Moore & Moore
900 Franklin Ave.
Portsmouth, VA 23707

Verizon South Inc.
1411 Virginia Avenue
Richmond, VA 23226

Division of Rights, Power
Moore, Moore & Moore
900 Franklin Ave.
Portsmouth, VA 23707

Forbear Survey Inc.
500 Franklin Ave.
Richmond, VA 23219

---

**REFERENCES**

(Profiles, Detail & Drainage Description Sheets, Etc.)

<table>
<thead>
<tr>
<th>State</th>
<th>Route</th>
<th>Project</th>
<th>Sheet No.</th>
<th>Design Features Relating to Construction or to Regulation and Control of Traffic May Be Subject to Change As Deemed Necessary by the Department (Technical Discipline)</th>
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</thead>
</table>

---

**Mainline Profile**

- **6A**

---

**Scale**

- 1/1000

---

**Additional Notes**

- Figures in brackets and dot-dashed lines denote Permanent Easements.
- Figures in parenthesis and dot-dot-dashed lines denote Temporary Easements.
4.2.8 Conceptual Bridge Plans
DESIGN EXCEPTIONS:
None

GENERAL NOTES:
Where 40'-9" face to face of rails.
Span layout: 115'-6" - 110' - 110'-2" - 122'-2" - 122'-2" - 110' - 110'-2" - 115'-6"

Capacity: HS20-44 loading and alternate military loading.
Capacity: HL-90 loading.
Drainage area: 1564 sq. ft.

Specifications:
Constructions: Virginia Department of Transportation Road and Bridge Specifications, 2007.

Standards: Virginia Department of Transportation Road and Bridge Standards, 2008.

These plans are incorporated unless accompanied by the Supplementary Specifications and Special Provisions included in the contract documents.

Bridge No. of existing bridge is 1006. Plan No. is 31-13.

The existing structure is designed a Type B structure in accordance with Sec. 411.

Design loading includes 20 psf allowance for construction tolerances and construction methods.

Concrete in precasted piles shafted with Class A5. Concrete in superstructure and ski Class A4 is ready and meets the minimum specified requirements. Class A4 is the Preset Code in the precast code, Class A4.

Precast concrete in precasted bulb toes shafted with Class A5. Precast concrete in the precast code Class A4 is 90% of the specified strength of 28 days equal to 6000 psi. For the strength of prestressed strand equal to 15000 psi. Low permeability concrete shall be used in this project.

Precasting strands shall be ungrounded, new-line, tie-down steel strands conforming to ASTM A416 Grade 270.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSED BRIDGE ON
RTE. 35 OVER NOTTOWAY RIVER
COURTLAND/SOUTHAMPTON COUNTY LINE
PROJ. 0035-087-112

Preliminary Plans
These Plans Not to Be Used for Construction

Note to Offeree:
These plans depict the approximate location and concept of the proposed structure. The bridge geometry, span lengths, type and size of superstructure members and superstructure elements in traffic are to be developed by the Offeree.
PRICE PROPOSAL

VDOT
Virginia Department of Transportation
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 Number: C00081457DB57

SUBMITTED BY
ABERNATHY CONSTRUCTION CORP. IN ASSOCIATION WITH
AMMANN & WHITNEY

AUGUST 21, 2013
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: Route 35 Bridge Replacement
Contract ID Number: C00081457DB57

➢ Contents of Price Proposal:

[X] Cost Breakdown Summary in whole numbers and Proposal Price in both numbers and words (Attachment 4.3.1)

[X] Total number of Bridge Closure Days (BCDs) in both words and numbers (Attachment 4.3.1)

[X] Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)

[X] Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division 1 Amendments to the Standard Specifications

[X] Sworn Statement Forms (C-104, C-105, Attachments 4.3.4(a) and 4.3.4(b))

[X] 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))

[X] CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file
4.3.1 Cost Breakdown/Closure Days
ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

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

Price Proposal Cost Breakdown Summary:

- Design Services, LS $141,900
- Mobilization (Construction), LS $540,000
- QA/QC (Construction), LS $335,000
- Dismantle and Remove Existing Structure, LS $390,000
- Earthwork, LS $112,750
- Roadway Incidentals, LS $434,213
- Bridge (Structures), LS $6,411,916
- Drainage, LS $35,400
- Utilities, LS $548,000
- Environmental Permitting, LS $69,900
- ROW Acquisition, LS $38,200
- All Others Costs, LS $228,500

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): ten million, six hundred fifteen thousand, eight hundred thirty dollars, ninety cents ($10,615,830.90)

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

BCDs = three hundred sixty five days (365) days

Signature: [Signature]
Date: September 11, 2013
Design-Builder: Abernathy Construction Corporation
Vendor No.: A003
Price Adjustment
(Part 3, Section 6.3, Attachment 6.3)
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 state-wide 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 state-wide average price will be the Base Index for all contracts on which bids are received during the calendar month of its posting and will be the Current Index for all asphalt placed during the calendar month of its posting. In the event an index changes radically from the apparent trend, as determined by the Engineer, the Department may establish an index which is determined to best reflect the trend.

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

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

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

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

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

\( x \) elect to use this provision

_ I elect not to use this provision

Date: August 21, 2013

Signature: [Signature]

Design-builder: Abernathy Construction Corp

Vendor No.: A003
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) 0035-087-112, PE101, RW-201, C-501, B-604

DISTRICT: Hampton Roads

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b.
price of $____________________ 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 $____________________ per IMPERIAL ton for PG 76-22. This quote is project specific.

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

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

DATE: August 21, 2013

SIGNATURE: 

Abernathy Construction Corporation
(Firm or Corporation)

A003
(Vendor No.)
EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011

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

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. A master listing of standard items eligible for fuel adjustment is provided by the Department on its website at the following link http://www.virginiadot.org/business/resources/masteroptionalfuelitems.pdf. The listing on the 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-Builder shall clearly identify in its Price Proposal those pay items and the associated quantities it chooses to have fuel adjustment applied to in its work packages. Items the Design-Builder claims in its application of payment for fuel adjustments must be properly designated in order to be considered for adjustment. Items not properly designated or left out of the Design-Builder's Price Proposal will automatically not be considered for adjustment.

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

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

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

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

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

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

Commonwealth of Virginia
Virginia Department of Transportation
Page 1 of 2
Q = Quantity of individual units of work
F = Appropriate fuel factor

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

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

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

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

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

_X elect to use this provision

_ I elect not to use this provision

Date: August 21, 2013

Signature: [Signature]

Design-builder: Abernathy Construction Corp.

Vendor No.: A003
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

(DATE FOR RECEIPT OF PRICE PROPOSAL) August 21, 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.

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<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Supplier</th>
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<td>Corrosion Resistant Reinf. Steel, Deck</td>
<td>330,000</td>
<td>lbs</td>
<td>$1.19</td>
<td>Transcon</td>
<td>8/27/13</td>
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<td>Black Reinf. Steel, Sub Str</td>
<td>120,000</td>
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<td>Corrosion Resistant Reinf. Steel, Sub Str</td>
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<td>lbs</td>
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<tr>
<td>60452 (60450)</td>
<td>Corrosion Resistant Reinf. Steel, Approach Slab</td>
<td>17,350</td>
<td>lbs</td>
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<td>62033</td>
<td>Kansas Corral Railing Reinf. Steel</td>
<td>53,000</td>
<td>lbs</td>
<td>$1.19</td>
<td>Transcon</td>
<td>8/27/13</td>
</tr>
</tbody>
</table>

We, 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.

Abernathy Construction Corporation
Design-Builder

August 21, 2013
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.

Adjusted** BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 139.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 161.1

Adjustment formula is as follows:

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

Where:

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

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

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


Project has 450,000 lb. of eligible structural steel.

Design-Builder’s "f.o.b. supplier price for structural steel submitted in the Price Proposal is $0.2816 per pound. *free on board

Adjusted BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 156.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 136.3

Adjustment formula is as follows:

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

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

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

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

#### STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

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<td>00540</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
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<tr>
<td>00542</td>
<td>EPOXY COATED REINF. STEEL</td>
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<td>avg. 1017 &amp; 101</td>
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<tr>
<td>00560</td>
<td>STRUCTURAL STEEL JB-1</td>
<td>LB</td>
<td>101704</td>
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<tr>
<td>11030</td>
<td>REINF. STEEL BRIDGE APPR. SLAB</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
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<td>PATCH HYDR. CEM. CONC. PAVE.</td>
<td>SY</td>
<td>101704</td>
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**Route 35 Bridge Replacement**  
**Southampton County, Virginia**  
**July 3, 2013**

### Lump Sum Agreement

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</tr>
</tbody>
</table>

---

**Design-Builder:** Abernathy Construction Corporation  
**Vendor No.:** A003  
**Date:** August 21, 2013  
**Signature:** [Signature Image]
Proposal Guaranty (C-24)
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Abernathy Construction Corporation, as principal, and Travelers Casualty and Surety Company of America, as 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 ______________ Day of September ___, 2013

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

PROJECT NUMBER (NFO) 0035-087-112, PE-131, RW-201, C-501, B604
Contract ID # C00081457DB57

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.

Abernathy Construction Corporation

By: Deborah Abernathy
(Principal)
(Officer, Partner or Owner) (Seal)

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

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

Travelers Casualty and Surety Company of America

By: Carolyn S. Mullenaux
(Surety Company)
(Attorney-in-Fact) (Seal)

One Tower Square, Hartford, CT 06183
(Address)

By: ____________________________
(Surety Company)
(Attorney-in-Fact) (Seal)

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

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

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

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

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

**Attach copy of Power of Attorney
Travelers Casualty and Surety Company

St. Paul Mercury Insurance Company

Fidelity and Guaranty Insurance Company

Travelers Casualty and Surety Company

Fidelity and Guaranty Insurance Underwriters, Inc.

Travelers Casualty and Surety Company of America

St. Paul Fire and Marine Insurance Company

United States Fidelity and Guaranty Company

St. Paul Guardian Insurance Company

Power of Attorney

Walter P. Smith, Ill, Christopher Brandon Pulliam, Neil Brian Biller, Carolyn S Mullenaux, Veronica Hodkin Fox, Joyce D Bennett, and Richard W Coon

of the City of _Richmond___ State of __Virginia___ their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the Companies have caused this instrument to be signed and their corporate seals to be hereeto affixed, this 21st day of November 2012.

By: ________________________________

Richard W Coon, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 21st day of November 2012, before me personally appeared Robert L Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.

Notary Public

58440.8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Hannington Casualty Company, Fidelity and Guarantee Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, residing as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointed such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointed and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company; provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when executed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; and (b) duly executed under seal, if required, by one or more Attorneys-in-Fact and Agents, pursuant to the power prescribed in his or her certificate of their authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned Assistant Secretary, of Hannington Casualty Company, Fidelity and Guarantee Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guaranty Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _day of _ , 2013.

[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-mentioned individuals and the details of the bond to which the power is attached.
Sworn Statement
Attachments 4.3.4(a) & 4.3.4(b)
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 11 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.17 or 59.1-9.171 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 Co., Virginia this 20 day of August, 2013

Abernathy Construction Corporation

(NAME OF FIRM)

STATE of Virginia

By: [Signature]

County (City): STATE

Secretary/Treasurer

COUNTY (CITY) of Henrico

To-wit:

[Name]

a Notary Public in and for the State and County (City) aforesaid, hereby certify that this day [Date]

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.

My Commission expires [Date]

Notary Public

OR

UNSWORN DECLARATION

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

[Name of Firm] this ___ day of __________, 20__

COUNTY (City): STATE

By: [Signature]

[Name]

[Title (Print)]
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT: (NFO)0035-087-112,PE-101,RW-201,C-501,B604

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>VTCA</td>
<td>Richmond, Virginia</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 50-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of $10,000 or under are exempt.)

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

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

(Continued)
ORDER NO.: 
CONTRACT ID. NO.: C0008147DB57

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

(d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

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

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

Signed at Henrico Co., Virginia

Abernathy Construction Corporation

STATE of Virginia

James Samuel Iuby

By: Deborah Abernathy

Secretary/Treasurer

COUNTY (City) of Henrico

STATE (Name of Firm)

[Signature]

[Title (print)]

[My Commission expires]

Notary Public

My Commission expires 1/31/2017

COMMONWEALTH OF VIRGINIA
DBE Forms
Attachments 4.3.5(a), 4.3.5(b) & 4.3.5(c)
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. (NFO)0035-087-112, PE-101, RW-201, C501, B604

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>
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<tbody>
<tr>
<td>Aver Technologies, Inc #650048, A1076</td>
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<td>64101 - Dynamic Pile Test</td>
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<td>A&amp;P Services, LLC #850392, A860</td>
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<td>13320, 13345, 13383 - Install</td>
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<td>DMY INC. #687645</td>
<td>S</td>
<td>Guardrail</td>
<td>$51,800.00</td>
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<tr>
<td>John Davenport Engineering, Inc #08710, D1028</td>
<td>S</td>
<td>Design Services</td>
<td>$53,100.00</td>
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</tbody>
</table>

TOTAL $168,900.00

TOTAL CONTRACT VALUE $10,615,830.50 x REQUIRED DBE 12____ % = $1,273,899.66

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, WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

Abernathy Construction Corporation

BY

Vice President

BY

DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. (NFO)0035-087-112,PE-101,RW-201,C501,B604

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 TYPES 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 ___% PERCENT ATTAINED BY BIDDER ___%  

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<tbody>
<tr>
<td>D.T. Read Steel Co., Inc DB2006-0052-2009, R440</td>
<td>$</td>
<td>65200, 61704, 62033, 65204, 68270 - Install Reinf. Steel, 61248 - Install Beams</td>
<td>$774,000.00 $331,000.00</td>
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</tbody>
</table>

TOTAL $ 1,273,899.66

TOTAL CONTRACT VALUE $10,615,830.50 X REQUIRED DBE ___% = $ 1,273,899.66

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

Abernathy Construction Corporation
BIDDER

Vice President
TITLE

BY ___ DATE 9/5/13

SIGNATURE

Form C-1/1
Rev. 2-15-11
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: (NFO)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
Abernathy Construction Corporation

By: [Signature]
Vice President

Date: August 21, 2013

First Tier Subcontractor if Applicable

By: [Signature]

Date: ___________________________

Title: ___________________________
Second Tier Subcontractor if Applicable

By: ___________________ ___________________ Title
    Signature                                     Date: ___________________

Third Tier Subcontractor if Applicable

By: ___________________ ___________________ Title
    Signature                                     Date: ___________________

DBE Contractor Swamy Avasarala for Aver Technologies, Inc

By: ___________________ 09/05/2013 Title
    Signature                                     Date: President
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: (NFO) 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.

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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: Abernathy Construction Corporation

By: [Signature]

Vice President

Date: August 21, 2013

First Tier Subcontractor if Applicable

By: [Signature]

Title

Date:

[Signature]

Title

Date:
Second Tier Subcontractor if Applicable

By: ________________________________  ________________________________
    Signature                          Title
    Date: ________________________________

Third Tier Subcontractor if Applicable

By: ________________________________  ________________________________
    Signature                          Title
    Date: ________________________________

DBE Contractor

A&P Services, LLC

By: ________________________________  Chief Executive Manager
    Signature                          Title
    Date: 9/3/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: (NFO)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
Abernathy Construction Corporation

By: ____________________________ Signature ____________________________

Vice President

By: ____________________________ Signature ____________________________

Date: ____________________________

First Tier
Subcontractor if Applicable

By: ____________________________ Signature ____________________________

Date: ____________________________

Title: ____________________________
Second Tier Subcontractor if Applicable

By: ____________________________ Signature ____________________________ Date: ______________ Title ____________________________

Third Tier Subcontractor if Applicable

By: ____________________________ Signature ____________________________ Date: ______________ Title ____________________________

OBE Contractor DMY Inc.

By: ____________________________ Signature ____________________________ Date: 09/03/2013 Title ____________________________
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: (NFO)0035-087-112,PE-101,KW-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: Abernathy Construction Corporation

By: [Signature] Vice President
Date: August 21, 2013

First Tier Subcontractor if Applicable

By: [Signature] [Title]
Date: ______________________

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

By: ______________________  ______________________  Title
   Signature
   Date: ______________________

Third Tier Subcontractor if Applicable

By: ______________________  ______________________  Title
   Signature
   Date: ______________________

DBE Contractor John Davenport Engineering, Incorporated

By: ______________________  ______________________  Title
   Signature
   Date: 9/3/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: (NFO)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: Abernathy Construction Corporation

By: [Signature] Date: [August 21, 2013]

Vice President: [Title]

First Tier Subcontractor if Applicable:

By: [Signature] Date: 

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
CD-ROM