A Design Build Project for
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

Project No.: (NFO) 0035-087-112, PE-101, RW-201, C-501, B-604
Federal Project No.: BR-087-501(14)
Contract ID Number: C00081457DBS7

Submitted to:

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

<table>
<thead>
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<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
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<td>NA</td>
<td>Section 4.1.1</td>
<td>4</td>
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<td>Authorized representative’s original signature</td>
<td>NA</td>
<td>Section 4.1.1</td>
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<td>Declaration of intent</td>
<td>NA</td>
<td>Section 4.1.2</td>
<td>5</td>
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<tr>
<td>120 day declaration</td>
<td>NA</td>
<td>Section 4.1.3</td>
<td>5</td>
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<tr>
<td>Point of Contact information</td>
<td>NA</td>
<td>Section 4.1.4</td>
<td>5</td>
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<td>Principal Officer information</td>
<td>NA</td>
<td>Section 4.1.5</td>
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<tr>
<td>Offeror’s Corporate Structure</td>
<td>NA</td>
<td>Section 4.1.6</td>
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<tr>
<td>Full Legal Name of Lead Contractor and Lead Designer</td>
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<td>Section 4.1.7</td>
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<tr>
<td>Offeror’s VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.1.8</td>
<td>6</td>
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<td>DBE statement confirming Offeror is committed to achieving the required 12% DBE goal</td>
<td>NA</td>
<td>Section 4.1.9</td>
<td>6</td>
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<tr>
<td>Interim Milestone and Final Completion Dates</td>
<td>NA</td>
<td>Section 4.1.10</td>
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### LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

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<th>Page Reference</th>
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<td></td>
<td>Attachment 4.2.2(b)</td>
<td>Section 4.2.2</td>
<td></td>
</tr>
<tr>
<td>Offeror’s VDOT prequalification certificate</td>
<td>NA</td>
<td>Section 4.2.3</td>
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<td>Evidence of obtaining bonding</td>
<td>NA</td>
<td>Section 4.2.4</td>
<td>16-18</td>
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<td>Full size copies of DPOR licenses and SCC registrations</td>
<td>NA</td>
<td>Section 4.2.5</td>
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<td>SCC registration information - businesses</td>
<td>Attachment 4.2.5</td>
<td>Section 4.2.5.1</td>
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</tr>
<tr>
<td>DPOR registration information - businesses</td>
<td>Attachment 4.2.5</td>
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<td>NA</td>
<td>Section 4.2.7</td>
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</table>
ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

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

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

By signing this Attachment 3.4, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Cover letter of July 3, 2013 – RFP (Date)
2. Cover letter of August 13, 2013 – RFP Addendum No. 1 (Date)
3. Cover letter of August 20, 2013 – RFP Addendum No. 2 (Date)
4. Cover letter of September 4, 2013 – RFP Addendum No. 3 (Date)

English Construction Company, Inc.

[Signature]

John M. Jordan, Jr.

September 11, 2013

[Name]

Senior Vice President

[Title]
Section 4.1

4.1 Letter of Submittal
4.1 LETTER OF SUBMITTAL

September 11, 2013

Commonwealth of Virginia
Department of Transportation (VDOT)
Central Office Mail Center
Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Brenda L. Williams

RE: A Design-Build Project – Route 35 Bridge Replacement, From: 0.072 Miles West of Southampton County Line, To: 0.364 Mile West of Southampton County Line, Southampton, VA.
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

Dear Ms. Williams:

English Construction Company, Inc. (English) is pleased to submit its Statement of Qualifications for the above referenced design-build project with the Virginia Department of Transportation (VDOT). Our proposal response contains a detailed plan on how we will staff and manage the design and construction of this assignment, fully integrating VDOT as our teaming partner. Our team’s combined experience enables us to deliver the kind of high quality and technically sound project VDOT has come to expect from each of our team members.

English is the Offeror and will be the overall authority on the project as well as the Lead Contractor. Other team members with responsibilities for engineering design, right-of-way, and construction quality assurance will enter into sub-agreements with English for this project. English’s Design-Build Project Manager will coordinate and direct these functions to ensure effective project progress and completion.

English was founded in 1909 and has been constructing bridges and heavy civil works for more than 50 years. Throughout our history, English has an unmatched level of success in completing large, complex projects with aggressive schedules. See Work History for detailed listings of the recent relevant project experience.

English will lead the design-build team, composed of the following skilled consultant partners we know will bring valuable expertise to this project, as they possess a considerable and practical working
knowledge of VDOT, its processes, and of the project corridor. The design effort will be led by Rummel, Klepper & Kahl (RK&K).

Following is a table of design partners that we will utilize to successfully complete this project.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Primary VA Location</th>
<th>DBE/SWaM Status</th>
<th>Major Project Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rummel, Klepper &amp; Kahl, LLP (RK&amp;K)</td>
<td>Richmond</td>
<td>N/A</td>
<td>Design project management, engineering design, QA</td>
</tr>
<tr>
<td>Schnabel Engineering Consultants, Inc. (SEC)</td>
<td>Richmond</td>
<td>N/A</td>
<td>Geotechnical engineering, Quality Assurance Laboratory</td>
</tr>
<tr>
<td>Bowman Consulting</td>
<td>Richmond</td>
<td>N/A</td>
<td>Survey and Right-of-Way</td>
</tr>
<tr>
<td>H&amp;B Surveying and Mapping, LLC</td>
<td>Richmond</td>
<td>DBE/SWaM #679423</td>
<td>Survey and Mapping</td>
</tr>
<tr>
<td>NXL Construction Company, Inc.</td>
<td>Richmond</td>
<td>DBE/MBE #626437</td>
<td>QAM Services</td>
</tr>
</tbody>
</table>

4.1.2: Offeror’s Intent: The English Team understands VDOT’s goals and objectives for this project. Our project approach will be to establish and implement design and construction processes by fully integrating the project’s goals, maintaining high quality, and accelerating the schedule. Our team has established the specific responsibilities for each element of our organizational structure. We have structured our Team to ensure design documents are prepared in accordance with sound, prudent, and accepted engineering practices conforming to VDOT, FHWA, and other federal, state, and local standards. Our Team stands ready to meet these challenges and exceed VDOT’s expectations related to these goals.

4.1.3: Pursuant to Part 1, Section 8.2: We declare that the offer represented by the Price Proposal will remain in full force and effect for one hundred twenty (120) days after the date of the Proposal is submitted to VDOT (“Letter of Submittal & Price Proposal Due Date”).

4.1.4: Offeror’s Point of Contact: John M. Jordan, Jr. is the official representative and point of contact for the English team relative to the SOQ. His contact information is listed below.

John M. Jordan, Jr., Senior Vice President
English Construction Company, Inc.
P. O. Box P-7000
Lynchburg, VA 24505
Tel: (434) 845-0301 | Fax: (434) 845-0306 | Email: jjordan@englishconst.com

4.1.5: Principal Officer: John M. Jordan, Jr. is the principal officer of English Construction Company, Inc., the legal entity with whom a design-build contract with VDOT will be written.
4.1.6: **Offeror’s Organizational Structure:** English is structured as a corporation and is not a limited liability company, joint venture, or any form of partnership. English will undertake the financial responsibility for this design-build project, provide the required bonding, and accept the risks and liabilities for the performance of the work. English has no liability limitations.

4.1.7: **Full Legal Name of Both the Lead Contractor and the Lead Designer:**
- Lead Contractor – English Construction Company, Inc.
- Lead Designer – Rummel, Klepper & Kahl, LLP (RK&K)

4.1.8: **Offeror’s VDOT Prequalification Number and Current VDOT Prequalification State:**
English is prequalified to do business with VDOT and their number is E008. Please find their certificate in Section 4.2.3 under the Attachments to the Letter of Submittal tab.

4.1.9: **DBE Participation Goal:** English Construction Company, Inc. supports the Disadvantaged Business Enterprise program and is committed to achieving at least 12% of the design and construction of this project utilizing the services of organizations certified as Disadvantaged Business Enterprises.

4.1.10: **Offeror’s Proposed Interim Milestone and Final Completion Date:** The proposed Interim Milestone is November 16, 2015 and Final Completion date is November 30, 2015.

The entire English Team appreciates you taking the time to review our Statement of Qualifications and we look forward to working with VDOT on this project.

Respectfully,

John M. Jordan, Jr.
Senior Vice President
English Construction Company, Inc.
Section 4.2
Attachments to the Letter of Transmittal
## 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.

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

<table>
<thead>
<tr>
<th>Relationship with Offeror (Affiliate or Subsidiary)</th>
<th>Full Legal Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affiliate</td>
<td>W.C. English, Incorporated</td>
<td>P.O. Box P7000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lynchburg, VA 24505</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Thomas Bros, LC</td>
<td>494 Glenmore Drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Salem, VA 24153</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Lee Construction Company of the Carolinas, Inc</td>
<td>P.O. Box 7667</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charlotte, NC 28241-7667</td>
</tr>
<tr>
<td>Affiliate</td>
<td>MCC Acquisition LC</td>
<td>P.O. Box 568</td>
</tr>
<tr>
<td></td>
<td></td>
<td>South Boston, VA 24592</td>
</tr>
<tr>
<td>Affiliate</td>
<td>Counts &amp; Dobyns, Inc.</td>
<td>37 Leland Road</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rustburg, VA 24027</td>
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<tr>
<td>Affiliate</td>
<td>Lakeside Centre, LLC</td>
<td>P.O. Box P7000</td>
</tr>
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<td>Lynchburg, VA 24505</td>
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<tr>
<td>Affiliate</td>
<td>Court Street Properties, LC</td>
<td>P.O. Box P7000</td>
</tr>
<tr>
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<td></td>
<td>Lynchburg, VA 24505</td>
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<tr>
<td>Affiliate</td>
<td>First Choice Public-Private Partners, LLC</td>
<td>P.O. Box P7000</td>
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<tr>
<td>Affiliate</td>
<td>Curles Neck Investments, LLC</td>
<td>P.O. Box P7000</td>
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<tr>
<td>Subsidiary</td>
<td>Fairfield-Echols, LLC</td>
<td>P.O. Box P7000</td>
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<tr>
<td>Affiliate</td>
<td>Adams Construction Company</td>
<td>P. O. Box 12627</td>
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<tr>
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<td>Roanoke, VA 24027</td>
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</tbody>
</table>
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.

John M. Jordan, Jr.
Senior Vice President

Title

Signature

August 21, 2013

Date

John M. Jordan, Jr.

English Construction Company, 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                       Date                        Title

______________________________
Name of Firm

Rummel, Klepper & Kahl, LLP (RK&K)

August 14, 2013  Partner
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]
Date: 8/5/2013
Title: Project Manager

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

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

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

[Signature] 7/24/13
Principal

[Name of Firm]

Schnabel Engineering Consultants
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 Date Vice President Title

July 26, 2013

Name of Firm

H&B Surveying and Mapping, LLC
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]
[Date] 8/23/13
[Title]

[NXL Construction Services, Inc.]
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

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

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

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

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

[Signature] 8/28/2013 [President]
[Date] [Title]

D.T. Read Steel Co., Inc.

Name of Firm
Section 4.2.3

Offeror's VDOT Prequalification Certificate
ENGLISH CONSTRUCTION COMPANY, INCORPORATED
PREQ. EXP : 04/30/2014

---------PREQ ADDRESS -------------- WORK CLASSES (LISTED BUT NOT LIMITED TO)
P. O. BOX P-7000 002 - GRADING
LYNCHBURG, VA 24505-7000 003 - MAJOR STRUCTURES
PHONE : 434-845-0301 007 - MINOR STRUCTURES
FAX : 434-845-0306

BUSINESS CONTACT: JORDAN, JR., JOHN MINOR
EMAIL: JJORDAN@ENGLISHCONST.COM

-----DBE INFORMATION------
DBE TYPE : N/A
DBE CONTACT: N/A

==========================================================================
Section 4.2.4
Letter of Surety
August 21, 2013

Commonwealth of Virginia
Department of Transportation (VDOT)
Central Office Mail Center
Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Brenda L. Williams

RE: A Design-Build Project – Route 35 Bridge Replacement, From: 0.072 Miles West of Southampton County Line, To: 0.364 Mile West of Southampton County Line, Southampton, VA
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

Dear Ms. Williams:

English Construction Company, Inc. has been a valued client of Travelers Casualty and Surety Company of America for over sixty years. During that time, we have maintained a working line of surety credit and have supported single bond requests up to the $125,000,000. range and aggregate programs up to the $500,000,000. range. These levels reflect our history with this client; however, they are not to be construed as limits. Given English’s extensive experience and financial strength, we are certainly prepared to consider requests well in excess of these levels.

English Construction Company, Inc. 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 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 and Surety Company of America is licensed to transact surety business in all 50 states and is listed on the United States Department of Treasury list of acceptable surety companies. Travelers Casualty and Surety Company of America carries an A.M. Best rating of A+ and has a Financial Size Category of XV. The information contained in this letter is valid for a period of three (3) months from date of this letter.

Please feel free to contact us if you have any questions.

Sincerely,

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

Whitney D. Melton
Attorney-in-Fact

WDM\ell
Power of Attorney Attached
POWER OF ATTORNEY

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
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 213509

Certificate No. 005184836

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint

Whitney D. Melton, and Frances M. Saunders

of the City of Altavista, 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 hereto affixed, this 11th day of September, 2012.

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
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford as.

By: Robert L. Raney, Senior Vice President

On this the 11th day of September, 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.

Maria C. Létourneau, Notary Public

58440-8-12 Printed in U.S.A.
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive 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 appointee 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 appointee 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 Vice President or any Second 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 (a) signed by the President, any Vice Chairman, any Executive Vice President, any Vice President or 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; or (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 or their certificates of 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 Vice President, any Second Vice President, any Assistant Treasurer, the Corporate 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 understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a 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 21st, day of August, 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-named individuals and the details of the bond to which the power is attached.
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>SCC Information (4.2.5.1)</th>
<th>DPOR Information (4.2.5.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>English Construction Company, Inc.</td>
<td>0054199-5</td>
<td>Corporation</td>
<td>Active</td>
<td>P.O. Box P-7000 Lynchburg, VA 24504</td>
<td>Class A Contractor 2701000873 04-30-2014</td>
</tr>
<tr>
<td>Rummel, Klepper &amp; Kahl, LLP (RK&amp;K)</td>
<td>K000417-8</td>
<td>LLP</td>
<td>Active</td>
<td>2100 East Cary Street Suite 309 Richmond, VA 23223</td>
<td>ENG 0411000271 02-28-2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2901 South Lynnhaven Road Suite 300 Virginia Beach, VA 23452</td>
<td>ENG 0411000667 02-28-2014</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>721 Lakefront Commons, Suite 203 Newport News, VA 23606</td>
<td>ENG 0411000443 02-28-2014</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>81 Mosher Street Baltimore, MD 21217</td>
<td>ENG 0407002860 12-31-2013</td>
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<tr>
<td>Bowman Consulting Group, LTD</td>
<td>04481982</td>
<td>Corporation</td>
<td>Active</td>
<td>3951 Westerre Parkway Suite 150 Richmond, VA 23233</td>
<td>ENG 0411000610 02-28-2014</td>
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<tr>
<td>Schnabel Engineering Consultants, Inc.</td>
<td>07126741</td>
<td>Corporation</td>
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<td>One Cary Street Richmond, VA 23220</td>
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<td>H &amp; B Surveying &amp; Mapping, LLC</td>
<td>S290560-4</td>
<td>LLC</td>
<td>Active</td>
<td>6112 Hull Street, Suite 101 B Richmond, VA 23224</td>
<td>LS 0407005432 12-31-2013</td>
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<tr>
<td>NXL Construction Company, Inc.</td>
<td>03497427</td>
<td>Corporation</td>
<td>Active</td>
<td>114 East Cary Street Suite 200 Richmond, VA 23219</td>
<td>ENG, LS 0407003031 12-31-2013</td>
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<tr>
<td>D.T. Read Steel Co., Inc.</td>
<td>0447740-2</td>
<td>Corporation</td>
<td>Active</td>
<td>1725 West Road Chesapeake, VA 23323</td>
<td>Class A Contractor 2705029510 06-30-2015</td>
</tr>
</tbody>
</table>
Full Size Copies of SCC Registrations
English Construction Company, Inc.

ENGLISH CONSTRUCTION COMPANY, INCORPORATED

General

SCC ID: 00541995
Entity Type: Corporation
Jurisdiction of Formation: VA
Date of Formation/Registration: 12/16/1946
Status: Active
Shares Authorized: 100000

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

Principal Office

613 CHURCH STREET
PO BOX 97000
LYNCHBURG VA 24505

Registered Agent/Registered Office

JAMES P KENT JR
525 7TH ST
PO BOX 299
ALTAVISTA VA 24517
CAMPBELL COUNTY 115
Status: Active
Effective Date: 11/8/2005
Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

On September 25, 2001, a statement of registration as a foreign registered limited liability partnership was filed in this office by Rummel, Klepper & Kahl, LLP, a Maryland limited liability partnership.

This certificate of registration is in effect as of this date.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
January 24, 2013

Joel H. Beck, Clerk of the Commission
RECEIPT

RE: RUMMEL, KLEPPER & KAHL, LLP
ID: K000417 - 8
DCN: 13-06-05-0507

Dear Customer:

This is your receipt for $60.00 to cover the fee for filing the annual continuation report for the above-referenced registered limited liability partnership.

The annual continuation report was filed on June 5, 2013.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission
Bowman Consulting Group, LTD
Schnabel Engineering Consultants, Inc.

Business Entity Details

Welcome to SCC eFile
Business Entity Details

Schnabel Engineering Consultants, Inc.

SCC ID: 07126741
Business Entity Type: Corporation
Jurisdiction of Formation: VA
Date of Formation/Registration: 6/2/2009
Status: Active
Shares Authorized: 10000

Principal Office
1654 TECHNOLOGY PARK DR
GLEN ALLEN, VA 23059

Registered Agent/Registered Office
CT CORPORATION SYSTEM
4706 COWBOY ST 301
GLEN ALLEN, VA 23060-6832
HARASSCO COUNTY 1405
Status: Active
Effective Date: 6/2/2011

Users are encouraged to create an SCC eFile account to:
- Conveniently monitor business entities through the use of a "watch list"
- Perform easy step-by-step online transactions for certain types of such as registered agent changes
- Quickly access online filing history

To view our Privacy Policy, click here.

H & B Surveying and Mapping, LLC

General
SCC ID: S2905604
Entity Type: Limited Liability Company
Jurisdiction of Formation: VA
Date of Formation/Registration: 4/27/2009
Status: Active

Principal Office
612 HULL STREET STE 101B
RICHMOND VA23224

Registered Agent/Registered Office
TIMOTHY H GUARE
TIMOTHY H GUARE PLC
6802 PARAGON PL STE 100
HENRICO VA 23230
HENRICO COUNTY 143
Status: Active
Effective Date: 7/2/2009

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

New Search Home
NXL Construction Company, Inc.

Welcome to SCC eFile
Business Entity Details

Users are encouraged to create an SCC eFile account to:
- Conveniently monitor business entities through the use of a "Favorites" list
- Perform easy, step-by-step online transactions for certain types of filings, such as registered agent changes
- Quickly access online filing history

To view our Privacy Policy, click here.

Login  Create Account

View Entity eFile History
D.T. Read Steel Co., Inc.

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<tr>
<th>COMPANY NAME</th>
<th>Corporation Data Inquiry</th>
<th>08/29/13</th>
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<td>2</td>
<td>STATUS: 00 ACTIVE</td>
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<tr>
<td>DATE OF CERTIFICATE</td>
<td>05/31/1995</td>
<td>PERIOD OF DURATION</td>
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<td>STATE OF INCORPORATION</td>
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<td>S STOCK</td>
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<td>CONVERSION/DOMESTICATION IND</td>
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<td>GOOD STANDING IND</td>
<td>Y</td>
<td>MONITOR INDICATOR</td>
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<tr>
<td>CHARTER FEE</td>
<td>50.00</td>
<td>MON NO</td>
<td></td>
</tr>
<tr>
<td>R/A NAME</td>
<td>DONALD T READ JR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STREET</td>
<td>1725 WEST RD</td>
<td></td>
<td></td>
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<tr>
<td>CITY</td>
<td>CHESAPEAKE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STATE</td>
<td>VA</td>
<td>ZIP</td>
<td>23323</td>
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<tr>
<td>R/A STATUS</td>
<td>2 OFFICER</td>
<td>EFF. DATE</td>
<td>08/16/05</td>
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<tr>
<td>ACCEPTED AR#</td>
<td>213 06 8110</td>
<td>DATE</td>
<td>04/10/13</td>
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<tr>
<td>CURRENT AR#</td>
<td>213 06 8110</td>
<td>DATE</td>
<td>04/10/13</td>
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<td>YEAR FEES</td>
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<td>PENALTY</td>
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<td>INTEREST</td>
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<td>TAXES</td>
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<td>BALANCE</td>
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<td>TOTAL SHARES</td>
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English Construction Company, Inc.

Rummel, Klepper & Kahl, LLP (RK&K)
ROUTE 35 BRIDGE REPLACEMENT | FROM 0.072 MILES WEST OF SOUTHAMPTON COUNTY LINE TO 0.364 MILES WEST OF SOUTHAMPTON COUNTY LINE

CONTRACT ID NUMBER: C00081457DB57

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9800 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 567-8500

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

PROFESSIONS: ENG

RUMMEL KLEPPER & KAHL LLP
2901 S. LYNNHAVEN RD
SUITE 300
VIRGINIA BEACH, VA 23452

[Signature]

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

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9800 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 567-8500

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

PROFESSIONS: ENG

RUMMEL KLEPPER & KAHL LLP
RK & K
721 LAKEFRONT COMMONS
SUITE 203
NEWPORT NEWS, VA 23606

[Signature]

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

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9950 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 567-8500

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

PROFESSIONS: ENG

RUMMEL KLEPPER & KAHL LLP
81 MOSHER ST
BALTIMORE, MD 21217

[Signature]

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
ROUTE 35 BRIDGE REPLACEMENT | FROM 0.072 MILES WEST OF SOUTHAMPTON COUNTY LINE TO 0.364 MILES WEST OF SOUTHAMPTON COUNTY LINE

CONTRACT ID NUMBER: C00081457DB57

Bowman Consulting Group, LTD

Schnabel Engineering Consultants, Inc.
H & B Surveying and Mapping, LLC

NXL Construction Company, Inc.
D.T. Read Steel Co., Inc.
## ATTACHMENT 4.2.6(a)
### LEAD CONTRACTOR - WORK HISTORY FORM

**LIMIT 1 PAGE PER PROJECT**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-64/295 FLYOVER INTERCHANGE Henrico Co., VA</td>
<td>Virginia Department of Transportation</td>
<td>VA Department of Transportation Phone: (804) 786-1630 Project Manager: Ray Johnston Phone: (804) 524-6433 Email: <a href="mailto:M.Johnston@VDOT.Virginia.gov">M.Johnston@VDOT.Virginia.gov</a></td>
<td>2009</td>
<td>May 2009</td>
<td>$49,000</td>
<td>$54,000</td>
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</tbody>
</table>

**h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.**

This project consisted of the reconstruction of the I-64/295 interchange in Henrico County. The 2.52 mile project involved a 2-lane flyover ramp for traffic movement from Eastbound I-64 to Eastbound I-295. It also relocated and widened the ramp from Westbound I-295 to Westbound I-64; widened I-64 to the East and West of I-295; and widened a section of Pouncey Tract Road. English’s responsibilities included building two new bridges: The 1,765’ long flyover bridge and the 338’ long Pouncey Tract Road overpass of I-64. The existing I-295 bridge over I-64 was also rehabilitated as part of this project.

Other responsibilities included approximately 150,000 CY of regular excavation and 70,000 CY of borrow excavation, as well as grading, drainage, asphalt paving, sound walls, retaining walls and signals. English was also responsible for the partial demolition of I-295 over I-64. Maintenance of Traffic on I-64 and I-295 throughout the life of the project was a major consideration and it played in on nearly all construction operations.

**Scope and Complexity:** The increase in the final contract value was constituted by owner directed changes that were part of increases in scope.

**Successful Delivery:** This project was delivered successfully within the contract time. The overall project was staged in a way to minimize traffic disruptions and this goal was met.

**Good Performance:** The good performance on this project is evidenced by the fact English received a bonus on this project for the high quality of the rideability of the bridge deck. VDOT’s own testing showed where English exceeded expectations.

**Relevance to this project:**
- Completed construction within the last 15 years.
- Major bridge structure construction project with a minimum construction value of $5,000,000 for the bridge work.
- Large Bridge
- Significant Capacity Cranes Required
- Contractor Designed Temporary Bridge Works
- Temporary Detours / Maintenance of Traffic
- Bridge Demolition Required
<table>
<thead>
<tr>
<th>BRIDGE OVER INTRACOASTAL WATERWAY</th>
<th>North Carolina Department of Transportation</th>
<th>NC Department of Transportation</th>
<th>Project Services Unit, PO Box 25201</th>
<th>Raleigh, NC 27612</th>
<th>Mr. Wayne Currie, PE Resident Engineer</th>
<th>Phone: (910) 251-2691</th>
<th>Email: <a href="mailto:wcurrie@ncdot.gov">wcurrie@ncdot.gov</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name &amp; Location</td>
<td>Name of the prime design consulting firm</td>
<td>Contact information of the Client or Owner and</td>
<td>their Project Manager who can verify Firm’s responsibilities.</td>
<td>Contract</td>
<td>Contract Value (in thousands)</td>
<td>Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</td>
<td></td>
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<tr>
<td>Sunset Beach, NC</td>
<td>responsible for the overall project design.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a. Project Name &amp; Location</td>
<td>b. Name of the prime design consulting firm</td>
<td>c. Contact information of the Client or Owner and</td>
<td>d. Contract Completion Date</td>
<td>e. Contract Completion Date (Actual or Estimated)</td>
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<tr>
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</tr>
<tr>
<td>Sunset Beach, NC</td>
<td>Name of the prime design consulting firm</td>
<td>responsible for the overall project design.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>English was prime contractor on this $30+ million dollar project which consisted of replacing the existing swinging pontoon bridge with a new 2,563 foot bridge over the Intracoastal Waterway at Sunset Beach NC. This bridge included a 230 foot span over the waterway made of prestressed segments post-tensioned together. Also included in the project was 1500 feet of work bridge to protect the marsh and wetlands and an 804 foot temporary detour bridge.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relevance to this project:</td>
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</tr>
<tr>
<td>✓ Completed construction within the last 15 years.</td>
<td>✓ Major bridge structure construction project requiring in-stream construction with a minimum construction value of $5,000,000 for the bridge work.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a. Project Name &amp; Location</td>
<td>b. Name of the prime design consulting firm responsible for the overall project design.</td>
<td>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</td>
<td>d. Contract Completion Date (Original)</td>
<td>e. Contract Completion Date (Actual or Estimated)</td>
<td>f. Contract Value (in thousands)</td>
<td>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)</td>
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<tr>
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<td>-------------------------------------------------</td>
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<td>-----------------</td>
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</tr>
</tbody>
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| BRIDGE NO. 35  
(KATHRYN CROSBY BRIDGE) ON US 158  
(CLEMMONS RD)  
OVER THE YADKIN RIVER  
Davie-Forsyth Counties, NC | TY Lin – Prime Designer | NC Department of Transportation  
Phone: (919) 707-6925  
Project Manager: Dale Swicegood, PE  
Resident Engineer  
Phone: (336) 479-0192  
Email: dswicegood@ncdot.gov | 2010 | 2011 | $14,998 | $14,998 |

h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.

This $15 million Design/Build project consisted of a bridge over the Yadkin River, approach fills, drainage, utilities and asphalt pavement. The new bridge is a 1,150 foot long, four lane concrete structure over the Yadkin River on US 158 in North Carolina which replaced the existing 70 year old 2 lane concrete and steel structure.

**Relevance to this project:**

- Completed construction within the last 15 years.
- Bridge structure construction project requiring in-stream construction with a minimum construction value of $5,000,000.

- Large Bridge over Water
- Significant Capacity Cranes Required
- Contractor Designed Temporary Bridge Works
- Maintenance of Traffic
- Construction over and near Environmentally Sensitive Areas
- Bridge Demolition Required
Section 4.2.6(b)

Lead Designer Work History
### 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>
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<td>FREDERICK DOUGLASS BRIDGE / S. CAPITOL STREET REHAB</td>
<td>Corman Construction – Prime Contractor</td>
<td>D.C. Department of Transportation 2000 14th Street, NW Washington, D.C. 20009 Project Manager: Said Cherifi, PE Phone: 202.671.0479 Email: <a href="mailto:scherifi@dc.gov">scherifi@dc.gov</a></td>
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### Scope of Work

- Roadway
- Survey
- Structures
- Structure demolition
- Environmental
- Geotechnical
- Hydraulics
- Traffic Control Devices
- Transportation Management Plan
- Right-of-Way
- Utility Relocations and Coordination
- Public Involvement / Relations
- Quality Assurance
- Quality Control
- Intelligent Transportation Systems
- Construction Engineering and Inspection
- Project Management

**RK&K worked with Corman Construction as the design representative for the Design/Build portion of this overall roadway and bridge rehabilitation project for the Frederick Douglass Bridge, which carries South Capitol Street over the Anacostia River in Southeast DC. RK&K’s role on this challenging project was to provide design services for the reconstruction of 1,700 feet of 6-lane divided urban arterial roadway on the northern approach to the bridge. The work included 900 feet of existing bridge demolition, 1,470 feet of roadway reconstruction “at-grade”, 300 feet of MSE approach embankment (15 foot height max.), and jacking and lowering 230 feet of the existing continuous 3-span steel frame unit of the bridge. The purpose of the roadway/bridge lowering was to lower the roadway profile to improve access to the new DC Nationals Ballpark and future development in the South Capitol Street corridor.**

**RK&K provided structural, highway, geotechnical, environmental, drainage, utility and traffic engineering services for this fast-track project. The existing bridge structure served as a viaduct over Washington, DC streets, with 16 spans between the Anacostia River and the current at-grade tie-in to W Street. Thirteen of these spans were demolished and a new roadway constructed at-grade with new, signalized intersections at O Street, P Street and Potomac Avenue. The remaining three spans of the existing bridge structure were lowered approximately five feet to create the profile necessary to provide the at-grade intersection at Potomac Avenue. The existing steel bridge superstructure with concrete deck for these three spans is to be reused and will be lowered to this new profile using a jacking system. This superstructure was set upon both new and modified existing substructure units. RK&K completed extensive analyses of the structural members and geometric movements necessary to complete this lowering.**

**The work included a complete geotechnical investigation; surveys; environmentally compliant removal of underground steel petroleum storage tanks and contaminated soils; streetscape improvements in accordance with AWS standards that are coordinated with the adjacent ballpark site design - concrete and granite curbs, brick gutter, hot mix asphalt roadway, granite curb and exposed aggregate concrete edge treatments, exposed aggregate concrete sidewalks, and tree pits with structural soil mix. The project also included street lighting; storm drainage; water quality basins; sediment control; water and sanitary sewer adjustments; new communication cables; three new traffic signals and interconnect of traffic signals to adjacent intersections; pavement markings; and new electrical service to the bridge. Additional challenges were presented with the limited 2-month bridge closure period, allowing completion of the lowering and complete roadway and MSE embankment construction. Innovative design and construction scheduling techniques were developed to meet the schedule and detailed MOP plans were prepared to safely and effectively accommodate the bridge detour and local work zone traffic.**

**RK&K prepared complete engineering drawings, secured permits and performed construction inspection services. To ensure project success, continuous coordination was performed with DDOT, DOH, WASA, local utilities and other engineering/construction teams working on the adjacent ballpark.**

**Completed construction within the last 15 years.**

**Major bridge structure design project requiring in-stream construction with a minimum construction value of $5,000,000 for the bridge work.**

![Frederick Douglass Bridge](image-url)
<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>
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<td></td>
<td></td>
<td>Email: <a href="mailto:dirar.m.ahmed@wv.gov">dirar.m.ahmed@wv.gov</a></td>
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b. 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.

RK&K designed the replacement of the Keyser-McCoole Bridge on U.S. Route 220. The existing 2,192-foot long bridge’s footprint is restricted due to the existing CSX main line, the existing North End Keyser residential area, North Branch of the Potomac River, CSX Railroad Line and Queen Street.

Prior to the design of a rehabilitation or replacement structure, RK&K was requested to evaluate the construction of a temporary bridge and detour routing through Keyser. An acceptable detour would allow the existing structure to be either rehabilitated or replaced at the existing location. From this study, two proposed river crossings and four alternate, detour roadway alignments were developed.

**Preliminary Design Services:** After consultation with the clients, RK&K was requested to develop various bridge rehabilitation and replacement alternatives. Four basic alignments with eight alternative methods for reconstructing the bridge were studied and costs developed.

- **Alternate 1A & 1B:** Two new bridge altmahs that would be constructed either immediately upstream or downstream of the existing bridge.
- **Alternate 2A & 2B:** Two new bridge alternates that would be constructed on new alignments upstream of the existing bridge between the existing Keyser Square shopping center and the B&O Train Station (Historical Structure), and eliminate potential impacts to historic structures immediately upstream and downstream of the existing bridge.
- **Alternate 3A & 3B:** Two new bridge alternates that would consist of constructing a new bridge either upstream or downstream of the existing bridge. These bridge alternatives would be built in stages, approximately half at a time, with part of the new bridge overlapping the footprint of the existing bridge. Traffic would be maintained on the existing structure until a portion of the new structure is constructed.
- **Alternate 4A & 4B:** Two bridge rehabilitation alternatives that would involve widening of the existing structure to the proposed ultimate bridge typical section. Widening, staged construction and maintenance of existing traffic would occur either upstream or downstream as described in Alternatives 3A & 3B.

The study phase included preliminary structural/bridge design, roadway design, maintenance of traffic/detour analysis, preliminary utility analysis, and preliminary cost estimating to assist in the selection of the most feasible alternate. RK&K assisted the client in preparing for multiple public meetings intended to gain the local community input in to the preferred alternate. Alternate 1A – a new bridge constructed immediately downstream of the existing structure – was ultimately the selected alternate.

- **Completed construction within the last 15 years.**
- **Major bridge structure design project requiring in-stream construction with a minimum construction value of $5,000,000 for the bridge work.**
### MARKET STREET STREETSCAPE AND BRIDGE OVER US 29/70/220
Guilford County, NC

<table>
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<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>
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<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement (in thousands)</th>
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<td><strong>MARKET STREET STREETSCAPE AND BRIDGE OVER US 29/70/220</strong></td>
<td>Dane Construction – Prime Contractor</td>
<td>NC Department of Transportation Project Services Unit, PO Box 25201 Raleigh, NC 27612 Project Manager: Teresa Bruton, PE Phone: 919.212.3146 Email: <a href="mailto:tbruton@ncdot.gov">tbruton@ncdot.gov</a></td>
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**Scope of work**

| ✓ Roadway | ✓ Survey | ✓ Structures | ✓ Geotechnical | ✓ Hydraulics | ✓ Transportation Controls | ✓ Management Plan | ✓ Right-of-Way | ✓ Utility Relocations and Coordination | ✓ Public Involvement / Relations | ✓ Quality Assurance | ✓ Intelligent Transportation Systems | ✓ Construction Engineering and Inspection | ✓ Project Management |

As Lead Designer for this design-build urban revitalization project, RK&K was responsible for replacing the functionally obsolete Market Street Bridge over US 29/70/220, widening and improving the roadway approaches. The project required extensive coordination efforts with the City to help unify this project with other adjacent projects.

The design-build process required roadway, structural and hydraulic design, traffic control and pavement markings plans, landscape plans, signing, acquisition of all right-of-way, relocation of utilities, construction of the project, and construction inspection services. Prior to selection, the design-build Team submitted the lowest cost proposal and received an impressive technical score of 92% for RK&K’s preliminary design efforts.

**Highway/Roadway Design:** Replacing the existing bridge was merely one component of this multi-discipline project. RK&K’s roadway engineers were tasked with widening the existing roadway to a four-lane curb and gutter section with a 12-foot landscaped median. The existing ramp/loop northeast of the bridge was designed to provide a left-turn lane at Market Street and the roadway was widened to five-lanes with a 12-foot center turn lane on the East side. Aesthetic sidewalks were provided along both sides of Market Street and the existing two-way ramp/loop northeast of the bridge was widened to three lanes and realigned to connect to Market Street opposite the realigned Gillespie Street. The existing two-way, two-lane ramp/loop southeast of the bridge was removed.

The roadway design for this project included extensive streetscape and landscaping improvements including brick pavers, stamping and coloring asphalt for brick patterns, ornamental signal mast arms, landscaping, and irrigation system for lawn and planted areas.

**Bridge Design:** The obsolete existing bridge was replaced with a 154'-0" single-span Bridge, with a 93-degree skew, on a tangent roadway alignment over a tangent roadway alignment. The four-lane bridge typical section consists of a 64'-0" clear roadway with a 5.5-foot sidewalk and aesthetic concrete barrier rails on each side. This bridge was an on-site replacement and widening, which necessitated staged construction to maintain traffic. To complement the aesthetic streetscape improvements, this bridge was designed with a custom steel black fence mounted on top of the classic concrete bridge rail. Concrete obelisks with luminaries at each corner of the bridge were also added. In addition, the bridge was designed to carry two separate communication conduits and one ductile iron water main.

- ✓ Completed construction within the last 15 years.
- ✓ Bridge structure design project with a minimum construction value of $5,000,000.
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY

SOUTHAMPTON COUNTY

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

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 area of the proposed right-of-way shown on these plans.

3952-035-087-000 100 B000 35 364 0.364 364
3952-035-087-012 100 B000 35 364 0.364 364
0035-035-087-112 100 B000 35 364 0.364 364

Project Lengths are based on Construction Baseline.
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CONSTRUCTION ALIGNMENT DATA SHEET

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These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way.
# Preliminary Right of Way Data Sheet

These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way.

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</table>
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

INSET B

NOT IN SCALE

LEGEND:

1. Asphalt Concrete Surface Course, Type SW-MCA
2. Asphalt Concrete Base Course, Type SW-MACB
3. Aggregate Base, Type L MC-BB

(See 3\(\frac{1}{8}\)" Plot Number 9-\(\frac{1}{4}\) For Details)
THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

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

ADDITIONAL EASEMENTS FOR UTILITY RELOCATIONS MAY BE REQUIRED BEYOND THE PROPOSED RIGHT-OF-WAY SHOWN ON THESE PLANS.
Section 4.2.8

Conceptual Bridge Plans
To Town of Courtland

RICHMOND, VA

*PRELIMINARY PLANS

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSED BRIDGE ON
RTE. 35 OVER NOTTOWAY RIVER
COURTLAND / SOUTHHAMPTON COUNTY
0.04 MI. W SOUTHAMPTON COUNTY LINE
PROJ. 0035-087-112,B604

DEVELOPED SECTION ALONG L

Scale 1" = 50' unless otherwise noted

DEGIN EXCEPTIONS:

None.

GENERAL NOTES:

Widths: 40' - 0" lane wide for all roads.

Each bridge abutment and approach slab shall have an approximate length of 50' for each story. The approximate length of the bridge abutment shall be 15' for each story.

Piles in abutments and piers have a design capacity of XX tons per pile.

Prestressing strands shall be uncoated, seven-wire, low-relaxation steel or Class III, may be substituted for Class I. Corrosion Resistant Reinforcing Steel, Class II required on this project is noted on the plan sheets and in the specifications.

Corrosion resistant reinforcing (CRR) steels shall conform to one or more of the three Classes listed in the special provision. The minimum compressive cylinder strength of all classes shall be 4,000 psi and a minimum compressive cylinder strength at the time of release of strands equal to 5,000 psi.

Low permeability concrete shall be used in this project.

All reinforcing steel shall be deformed and shall conform to ASTM A615, Grade 40. For reinforcing bars in grade reinforcement, nominal size of reinforcing bars shall be noted on the plan sheets and in the specifications. All reinforcing bar dimensions are to centers of bars except where otherwise noted and are subject to fabrication and construction tolerances.

Concrete in superstructure including rails shall be Class M in accordance with Sec. 411.

Replacement of existing structure is designated a Type B structure in accordance with Sec. 411.

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

Low permeability concrete shall be used in this project.

For Construction

These plans may not be used for construction

Virginia Department of Transportation

RTE. 35 OVER NOTTOWAY RIVER
COURTLAND / SOUTHHAMPTON COUNTY
0.04 MI. W SOUTHAMPTON COUNTY LINE
PROJ. 0035-087-112,B604


Standards: Virginia Department of Transportation Road and Bridge Standards, 2013.


Standards: Virginia Department of Transportation Road and Bridge Standards, 2013.


Standards: Virginia Department of Transportation Road and Bridge Standards, 2013.


Standards: Virginia Department of Transportation Road and Bridge Standards, 2013.


Standards: Virginia Department of Transportation Road and Bridge Standards, 2013.


Standards: Virginia Department of Transportation Road and Bridge Standards, 2013.


Standards: Virginia Department of Transportation Road and Bridge Standards, 2013.
TRANSVERSE SECTION
1. Pier 1 shown, all other piers similar.
2. Piles to be battered as needed for lateral capacity.
A Design Build Project for 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

Project No.: (NFO) 0035-087-112, PE-101, RW-201, C-501, B-604
Federal Project No.: BR-087-5014
Contract ID Number: C00081457DB87

Submitted to: VDOT
Submitted by: ENGLISH in association with RK&K
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

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

> Contents of Price Proposal:

- Cost Breakdown Summary in whole numbers and Proposal Price in both numbers and words (Attachment 4.3.1)
- Total number of Bridge Closure Days (BCDs) in both words and numbers (Attachment 4.3.1)
- Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)
- Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications
- Sworn Statement Forms (C-104, C-105, Attachments 4.3.4(a) and 4.3.4(b))
- DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.3.5(a), 4.3.5(b) and 4.3.5(c))
- CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file
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: $1,000,000.00
- Mobilization (Construction), LS: $500,000.00
- QA/QC (Construction), LS: $800,000.00
- Dismantle and Remove Existing Structure, LS: $500,000.00
- Earthwork, LS: $460,000.00
- Roadway Incidentals, LS: $700,000.00
- Bridge (Structures), LS: $5,888,000.00
- Drainage, LS: $110,000.00
- Utilities, LS: $100,000.00
- Environmental Permitting, LS: $75,000.00
- ROW Acquisition, LS: $50,000.00
- All Others Costs, LS: $50,600.00

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, Two Hundred Thirty Three Thousand, Six Hundred Dollars ($10,233,600.00)

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

BCDs = Three Hundred, Sixty-Five (365) days

Signature: John M. Jordan, Jr., Senior Vice President
Date: September 11, 2013
Design-Builder: English Construction Company, Inc.
Vendor No.: E008
Section 4.3.2

Price Adjustment Information and Forms for Fuel, Asphalt and Steel Prices
EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT
SPECIAL PROVISION FOR ASPHALT MATERIAL PRICE ADJUSTMENT DESIGN-BUILD PROJECTS

June 30, 2011

In the event the Design-Builder elects to seek adjustment for asphalt items designated in the Price Proposal/Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain Asphalt Material are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month, the Department will publish an average state-wide PG 64-22 f.o.b. price per ton developed from the average terminal prices provided to the Department from suppliers of asphalt cement to contractors doing work in Virginia. The Department will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on or about the last weekday of the month. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price for the following month. That monthly state-wide average price will be posted on the Scheduling and Contract Division website on or about the first weekday of the following month.

This monthly statewide average price will be the Base Index for all contracts on which bids are received during the calendar month of its posting and will be the Current Index for all asphalt placed during the calendar month of its posting. In the event an index changes radically from the apparent trend, as determined by the Engineer, the Department may establish an index which is determined to best reflect the trend.

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

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

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

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

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

X I elect to use this provision

* Items and Quantities for Asphalt Price Adjustment

* Items and Quantities for Asphalt Price Adjustment

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SM-12.5A</td>
<td>400 Tons</td>
</tr>
<tr>
<td>BM-25.0A</td>
<td>800 Tons</td>
</tr>
<tr>
<td>MC-3B Asphalt Curb</td>
<td>1,200 LF</td>
</tr>
<tr>
<td>Asphalt Curb Backup Material</td>
<td>60 Tons</td>
</tr>
</tbody>
</table>

Date: September 11, 2013

Signature: [Signature]

Design-builder: English Construction Company, Inc.

Vendor No.: E008
EXHIBIT 6.3(b)

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PRICE ADJUSTMENT

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

PROJECT NUMBER:

DISTRICT:

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

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

(When required by provisions)

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

X I elect to use this provision

_ I elect not to use this provision

DATE: September 11, 2013

SIGNATURE: ____________________________

John M. Jordan, Jr., Senior Vice President

English Construction Company, Inc.

(Firm or Corporation)

E008

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

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

June 30, 2011

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

The Design-Build will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. A master listing of standard items eligible for fuel adjustment is provided by the Department on its website at the following link http://www.virginiadot.org/business/resources/mastereomaloptionalfuelitems.pdf. The listing on the website also includes the corresponding fuel factor for each item. The fuel usage factor for each item is considered inclusive of all fuel usage.

The amount of adjustment will be computed from the change in the indexes and the on-site fuel use as shown in the Department's master listing of eligible items.

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

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

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

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

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

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

Where;
- \( S \) = Monetary amount of the adjustment (plus or minus)
- \( B \) = Base index price
- \( E \) = Current index price
Q = Quantity of individual units of work  
F = Appropriate fuel factor

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

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

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

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

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

-X I elect to use this provision

- I elect not to use this provision

* Items and Quantities for Fuel Price Adjustment

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SM-12.5A</td>
<td>400 Tons</td>
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<tr>
<td>BM-25.0A</td>
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<td>1,200 LF</td>
</tr>
<tr>
<td>Asphalt Curb Backup Material</td>
<td>60 Tons</td>
</tr>
<tr>
<td>Regular Excavation</td>
<td>300 CY</td>
</tr>
<tr>
<td>Borrow Excavation</td>
<td>16,000 CY</td>
</tr>
<tr>
<td>Class A-4 Concrete</td>
<td>1,300 CY</td>
</tr>
<tr>
<td>Class A-3 Concrete</td>
<td>900 CY</td>
</tr>
<tr>
<td>RipRap, Cl II</td>
<td>1,000 Tons</td>
</tr>
</tbody>
</table>

Date: September 11, 2013

Signature: [Signature]
Design-builder: English Construction Company, Inc.
Vendor No.: E008
EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PRICE ADJUSTMENT FOR STEEL
DESIGN-BUILD PROJECTS

June 30, 2011

In the event the Design-Builder elects to seek adjustment for steel items designated in the Price Proposal 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 railings and parapets, are not eligible for consideration under this provision.

The requirements of this provision shall apply only to material cost changes that occur between the date of the opening of the Price Proposal and the date the material is shipped to the fabricator. To be eligible for this price adjustment, Design-Builder is required to fill out the accompanying Form for Price Adjustment for Eligible Steel Items on Design-Build Projects and submit the same with its Price Proposal for the Project. By signing the Form and submitting it with its Price Proposal Design-Builder declares its intention to participate in the price adjustment in its contract with the Department. For the purposes of this provision, the prices listed on the Form for Price Adjustment for Eligible Steel Items on Design-Build projects are fixed for cost and adjustment calculations regardless of quantities incorporated into final design. Further, in order for steel items to be eligible for adjustment, once shipped to the fabricator, the items shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by project for inspection and audit verification.

Design-Builder shall upon request furnish documentation supporting the price per pound for eligible steel items as shown on the Form for Price Adjustment for Eligible Steel Items on Design-Build Projects furnished with its Price Proposal. Design-Builder must use the format as shown with this Form; no other format for presenting this information will be permitted. Design-Builder shall certify that all items of documentation are original and were used in the computation of the price per pound amount for the represented eligible pay items for the month the Price Proposal was opened. This documentation shall support the base line material price ("Base Price") of the steel item only. Base price per pound shall not include the following cost components: fabrication, shipping, storage, handling, and erection.

Failure to submit all documentation required or requested supporting the per pound prices on eligible steel items will result in Design-Builder being ineligible for a price adjustment of any or all steel items.

Price adjustment of each qualifying item under consideration will be subject to the following condition:

There is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.
The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. Please note: The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

The price adjustment will be determined by computing the percentage of change in index value beyond 10 percent above or below the index on the date of opening of Design-Builder's Price Proposal to the index value on the date the steel material is shipped to the fabricator (Please see included sample examples). Weights and date of shipment must be documented by a bill of lading provided to the Department. The final price adjustment dollar value will be determined by multiplying this percent increase or decrease in the index (after 10%) by the represented quantity of steel shipped, by the Base Price per pound subject to the limitations herein.

**Price increase/decrease will be computed as follows:**

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

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

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

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

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

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

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

DATE FOR RECEIPT OF PRICE PROPOSAL: September 11, 2013

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Supplier</th>
<th>Date of Quote</th>
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</tbody>
</table>

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

English Construction Company, Inc.  September 11, 2013
Design-Builder  Date
Sample Calculation of a Price Adjustment (increase)


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

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

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

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

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

Adjustment formula is as follows:

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

Where:

- \( A \) = 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

\[ B = 0.2816 \]

\[ P = \frac{(161.1-139.6)}{139.6} - 0.10 = 0.054 \]

\[ Q = 450,000 \text{ lb.} \]

\[ A = 0.2816 \times 0.054 \times 450,000 \]

\[ A = $6,842.88 \text{ pay adjustment to Design-Build} \]
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.

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

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
<th>Number WPU used in $ adjust.</th>
</tr>
</thead>
<tbody>
<tr>
<td>00519</td>
<td>SHEET PILE, STEEL</td>
<td>SF</td>
<td>avg. 1017 &amp; 101</td>
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<tr>
<td>00540</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
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<td>00542</td>
<td>EPOXY COATED REINF. STEEL</td>
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<td>00560</td>
<td>STRUCTURAL STEEL JB-1</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
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<td>11030</td>
<td>REINF. STEEL BRIDGE APPR. SLAB</td>
<td>LB</td>
<td>101704</td>
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<td>11161</td>
<td>PATCH, HYDR., CEM, CONC. PAVE.</td>
<td>SY</td>
<td>101704</td>
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<td>12250</td>
<td>GUARDRAIL GR-8 (NCHRP 350 TL-3)</td>
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<td>LF</td>
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<td>LF</td>
<td>avg. 1017 &amp; 101</td>
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<td>GUARDRAIL GR-3</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
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<tr>
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<td>GUARDRAIL TER. GR-6(WEATHERING STEEL)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
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<td>13351</td>
<td>GUARDRAIL GR-8</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
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<td>avg. 1017 &amp; 101</td>
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**Signature:**

Date: September 11, 2013

Vendor No.: E008

Commonwealth of Virginia
Virginia Department of Transportation
Page 8 of 8
Section 4.3.3
Proposal Guaranty Form C-24
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE English Construction Company, Inc. As principal, and Travelers Casualty and Surety Company of America 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 11th Day of September, 2013

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

PROJECT NUMBER: (NFO) 0035-087-112, PE-101, RW-201, C-501, B-604

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.

English Construction Company, Inc.  
By: John M. Jordan, Jr. Senior Vice President  
(Principal*)

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

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

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

Travelers Casualty and Surety Company of America  
By: Frances M. Saunders  
(Attorney-in-Fact**)  (Seal)

102 River Oaks Drive, Altavista, VA 24517  
(Address)

By:  
(Surety Company)

By:  
(Attorney-in-Fact**)  (Seal)

By:  
(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
POWER OF ATTORNEY

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
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 213509
Certificate No. 005184841

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Whitney D. Melton, and Frances M. Saunders

of the City of ______ Altavista ______, 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 hereto affixed, this ___________ day of ______ September ______, 2012.

By:

Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the ___________ day of ______ September ______, 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.

Marie C. Tetrauert,
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 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, which resolutions are now in full force and effect, reading 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 appointee 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, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee 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, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed 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; or (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 or their certificates of 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 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 do hereby certify that the above and foregoing is a 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 11th day of September, 2015.

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-named individuals and the details of the bond to which the power is attached.
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

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

FHWA: BR-087-5(014)

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

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

**AFFIDAVIT**

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

Signed at Lynchburg, Virginia, this 11th day of September, 2013

COUNTY (City), STATE

English Construction Company, Inc.

(Name of Firm)

By: John M. Jordan, Jr., Senior Vice President

(Signature)

STATE of Virginia

(CITY) of Lynchburg

To wit:

I, Sherry Lloyd, a Notary Public in and for the State and County aforesaid, hereby certify that this day personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 11th day of September, 2013

Notary Public

OR

UNSWORN DECLARATION

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

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

(Name of Firm)

By: (Signature)

Title (print)
ORDER NO.:  
CONTRACT ID. NO.:  

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
AFFIDAVIT  

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

FHWA: BR-087-5(014)  

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

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>Location of Principal Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virginia Transportation Construction Alliance</td>
<td>Richmond, VA</td>
</tr>
<tr>
<td>American Road and Transportation Builders Association</td>
<td>Washington, DC</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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 Lynchburg, Virginia

County (City), STATE

English Construction Company, Inc.

(Name of Firm)

STATE of Virginia

__ ___________ ___________ 20__

By: __________________________

(Title (print))

__ ___________ ___________ 20__

To-wit: ______________

__, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day __ ___________ ___________ 20__

personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this __ ___________ ___________ 20__

Notary Public

My Commission Expires __ ___________ ___________ 20__

(Registration No. __ ___________ ___________)

Notary Public

My Commission Expires __ ___________ ___________ 20__

(Registration No. __ ___________ ___________)
Section 4.3.5

DBE Requirement Forms
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0035-087-112, PE-101, RW-201, C-501, B-604

FHWA NO. BR-087-5(014)

*** INSTRUCTIONS ***

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

DBE REQUIREMENT 12 %
PERCENT ATTAINED BY BIDDER 12.04 %

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO.</th>
<th>USED AS</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYL Construction Co. #679423</td>
<td>S</td>
<td>GTA</td>
<td>$1,350,000.00</td>
</tr>
<tr>
<td>H &amp; R Surveying &amp; Mapping</td>
<td>S</td>
<td>Design Survey</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>D.T. Reed Steel Co. #H/R440</td>
<td>S</td>
<td>Prest. Conc. Girder</td>
<td>$510,136.00</td>
</tr>
<tr>
<td>D.T. Reed Steel Co. #H/R440</td>
<td>S</td>
<td>Superstructure Beam</td>
<td>$333,175.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$1,232,311.00</td>
</tr>
</tbody>
</table>

TOTAL CONTRACT VALUE $10,233,400.00 REQUIRED DBE 12 % = $1,228,032.00

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

English Construction Company, Inc.  
BIDDER  
John M. Jordan, Jr.  SIGNATURE  
Senior Vice President  TITLE  
September 11, 2013  DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

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

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

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

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

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

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

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

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

Prime Contractor: English Construction Company, Inc.

By: ____________________________
   Signature
   John M. Jordan, Jr.
   Senior Vice President
   Title
   Date: September 5, 2013

First Tier Subcontractor if Applicable: Rummel, Klepper & Kahl, LLP

By: ____________________________
   Signature
   Partner
   Title
   Date: September 5, 2013
Second Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title
Date: ___________________________

Third Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title
Date: ___________________________

DBE Contractor

H & B Surveying and Mapping, LLC

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

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

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

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

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforesaid 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: English Construction Company, Inc.

By: [Signature]
John M. Jordan, Jr.
Senior Vice President
Title:
Date: September 5, 2013

First Tier Subcontractor if Applicable: Rummel, Klepper & Kahl, LLP

By: [Signature]
Partner
Title:
Date: September 5, 2013
Second Tier Subcontractor if Applicable

By: ___________________________ Signature: ___________________________ Title: ___________________________ Date: ___________________________

Third Tier Subcontractor if Applicable

By: ___________________________ Signature: ___________________________ Title: ___________________________ Date: ___________________________

DBE Contractor

[Handwritten signature] NXL Construction Services, Inc.

By: ___________________________ Signature: ___________________________ Title: ___________________________ Date: Aug 28, 2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.:

Federal Project No.:

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

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

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

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

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

Prime Contractor: English Construction Company, Inc.

By: 
Signature

Title

John M. Jordan, Jr.
Senior Vice President

Date: September 5, 2013

First Tier Subcontractor if Applicable

By: 
Signature

Title

Date:
Second Tier
Subcontractor if Applicable

By: ____________________________  Signature ____________________________
    Date: __________________________
    Title __________________________

Third Tier
Subcontractor if Applicable

By: ____________________________  Signature ____________________________
    Date: __________________________
    Title __________________________

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

By: ____________________________  Signature ____________________________
    Date: 8/26/2013  Title __________________________
CD-ROM