**ATTACHMENT 4.0.1.1**

**ROUTE 35 BRIDGE REPLACEMENT**

**LETTER OF SUBMITTAL CHECKLIST AND CONTENTS**

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

<table>
<thead>
<tr>
<th>Letter of Submittal Component</th>
<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
<th>Page Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Submittal Checklist and Contents</td>
<td>Attachment 4.0.1.1</td>
<td>Section 4.0.1.1</td>
<td>N/A</td>
</tr>
<tr>
<td>Acknowledgement of RFP, Revisions, and/or Addenda</td>
<td>Attachment 3.4 (Form C-78-RFP)</td>
<td>Sections 3.4; 4.0.1.1</td>
<td>First page</td>
</tr>
<tr>
<td><strong>Letter of Submittal</strong></td>
<td>NA</td>
<td>Sections 4.1</td>
<td></td>
</tr>
<tr>
<td>Letter of Submittal on Offeror’s letterhead</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>1</td>
</tr>
<tr>
<td>Offeror’s full legal name and address</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>1</td>
</tr>
<tr>
<td>Authorized representative’s original signature</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>4</td>
</tr>
<tr>
<td>Declaration of intent</td>
<td>NA</td>
<td>Section 4.1.2</td>
<td>1</td>
</tr>
<tr>
<td>120 day declaration</td>
<td>NA</td>
<td>Section 4.1.3</td>
<td>2</td>
</tr>
<tr>
<td>Point of Contact information</td>
<td>NA</td>
<td>Section 4.1.4</td>
<td>2</td>
</tr>
<tr>
<td>Principal Officer information</td>
<td>NA</td>
<td>Section 4.1.5</td>
<td>2</td>
</tr>
<tr>
<td>Offeror’s Corporate Structure</td>
<td>NA</td>
<td>Section 4.1.6</td>
<td>2</td>
</tr>
<tr>
<td>Full Legal Name of Lead Contractor and Lead Designer</td>
<td>NA</td>
<td>Section 4.1.7</td>
<td>3</td>
</tr>
<tr>
<td>Offeror’s VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.1.8</td>
<td>4</td>
</tr>
<tr>
<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>4</td>
</tr>
<tr>
<td>Interim Milestone and Final Completion Dates</td>
<td>NA</td>
<td>Section 4.1.10</td>
<td>4</td>
</tr>
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</table>
# ATTACHMENT 4.0.1.1

**ROUTE 35 BRIDGE REPLACEMENT**

**LETTER OF SUBMITTAL CHECKLIST AND CONTENTS**

<table>
<thead>
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<th>Form (if any)</th>
<th>RFP Part 1 Cross Reference</th>
<th>Page Reference</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Attachment 4.2.2(b)</td>
<td></td>
<td></td>
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<tr>
<td>Offeror's VDOT prequalification certificate</td>
<td>NA</td>
<td>Section 4.2.3</td>
<td>Tab</td>
</tr>
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<td>Evidence of obtaining bonding</td>
<td>NA</td>
<td>Section 4.2.4</td>
<td>Tab</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>
<td>Tab</td>
</tr>
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<td>SCC registration information - businesses</td>
<td>Attachment 4.2.5</td>
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<td>Tab</td>
</tr>
<tr>
<td>DPOR registration information - businesses</td>
<td>Attachment 4.2.5</td>
<td>Section 4.2.5.2</td>
<td>Tab</td>
</tr>
<tr>
<td>Lead Contractor Work History Form</td>
<td>Attachment 4.2.6(a)</td>
<td>Section 4.2.6</td>
<td>Tab</td>
</tr>
<tr>
<td>Lead Designer Work History Form</td>
<td>Attachment 4.2.6(b)</td>
<td>Section 4.2.6</td>
<td>Tab</td>
</tr>
<tr>
<td>Conceptual Roadway Plans</td>
<td>NA</td>
<td>Section 4.2.7</td>
<td>Tab</td>
</tr>
<tr>
<td>Conceptual Bridge Plans</td>
<td>NA</td>
<td>Section 4.2.8</td>
<td>Tab</td>
</tr>
</tbody>
</table>
ACKNOWLEDGMENT OF RFP, REVISION AND/OR ADDENDA

DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF VIRGINIA

ATTACHMENT 3.4

From C78-RFP
Mclean Contracting Company will deliver the project in accordance with the terms of the RFP.

If selected, it is Mclean Contracting Company's intent to enter into a contract with VDOT for this project.

4.1.2 Offeror's Name and Address

Mclean Contracting Company
Glen Burnie, MD 21060
6700 Mclean Way

BEGIN WORK ON THIS DESIGN BUILD PROJECT

Transportion construction and design are currently underway on Renewal Bridge, located in Baltimore County, Maryland.

With the expertise and dedication needed to exceed VDOT's quality, schedule and budget expectations, Mclean Contracting and Design, in association with our experienced team of leaders in transportation construction and design are currently working on this project.

Mclean Contracting and Design bring extensive experience and expertise to the project, bringing together a highly qualified and experienced design-build team.

The primary focus of Mclean Contracting Company is extremely exciting by the opportunity to provide VDOT with the professional and expert services for the Route 35 Bridge Replacement Project.

Ms. Williams:

Federal Project No.: BR-0-87-5(014) | Contract ID No.: CO0081457DB3
Specific Project No.: (RP0) 0035-087-112, PE-101, RW-201, C-301, B-604

Ref: Route 35 Bridge Replacement
Richmond, VA 23219
1401 E. Broad Street
Loading Dock Entrance
Central Office Mall Center
Department of Transportation (VDOT)

Commonwealth of Virginia
Ms. Brenda L. Williams

September 5, 2013
Roadway lanes for the project will be the lead designer, and E. W. Williams will be a dedicated subcontractor performing the project. Bechtel will be the lead designer, and a single point of contact through all assignments. Provisions will be made for a simple contractual arrangement and a single point of contact throughout all assignments. This provides for a seamless integration of facilities, design, construction, schedule, and cost management. This provides for a seamless integration of facilities, design, construction, schedule, and cost management.

McLean Contracting Company is the leading entity who will execute the contract with VDOT. Regarding Officer of VDOT will be the lead designer, and E. W. Williams will be a dedicated subcontractor performing the project. Bechtel will be the lead designer, and a single point of contact through all assignments. Provisions will be made for a simple contractual arrangement and a single point of contact throughout all assignments. This provides for a seamless integration of facilities, design, construction, schedule, and cost management. This provides for a seamless integration of facilities, design, construction, schedule, and cost management.

4.1.6 Officer Structure

Phone: (410) 533-6700 x806
Address: 6700 McLean Way, Glen Burnie, MD 21060
Title: President & Chief Operating Officer

Would be written. The company’s principal officer is George Bowman.

4.1.5 Principal Officer for the Officer

E-mail: sales@mcleancontracting.com
Phone: (410) 533-6700 x418
Address: 6700 McLean Way, Glen Burnie, MD 21060
Title: Business Development Manager, Major Projects

Point of contact is Samuel H. Blevins, Jr.

4.1.4 Point of Contact for the Officer

Submit the Price Proposal Due Date: September 5, 2013. The offer represented by the Price Proposal submitted by McLean Contracting Company will remain in full

4.1.3 Statement of Proposal Validity
Lead Contractor: McLean Contracting Company

McLean Contracting Company Corporate Structure

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Secretary</td>
<td>Keith Christiansen, Jr.</td>
</tr>
<tr>
<td>Assistant Secretary</td>
<td>Julie Becchel</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Cynthia S. Wray</td>
</tr>
<tr>
<td>Secretary/Vice President</td>
<td>Corry M. Hessey, Jr.</td>
</tr>
<tr>
<td>Executive Vice President/Chief Engineer</td>
<td>Richard C. Bosmajian, III</td>
</tr>
</tbody>
</table>

McLean Contracting Company is structured as a 100% ESOP (Employee Stock Ownership Plan) organization and has full financial responsibility for the project. McLean Contracting Company has no liability limitations. Bonding for the project will be provided by Fiduciary and Deposit Company of Maryland.

McLean Contracting Company is a commitment to the safety of workers and others, the environment, and equal employment opportunity. Our commitment, based on construction leadership, is an integral part of McLean Contracting Company’s corporate culture. We are a progressive company that is known for self-performing capabilities and subcontractor relations. McLean Contracting Company is well-insured with a strong record of integrity, efficiency, productivity, and excellence. We support our employee’s professional development. Our company has self-performed a wide variety of projects including all types of public projects, industrial and recreational facilities, retail shopping centers, and commercial and institutional ventures.

Founded in 1903, McLean Contracting Company is now one of the leading heavy civil and marine contractors in the Mid-Atlantic. McLean Contracting Company’s headquarters is located in Glen Burnie, MD, and presently operates in four states with over 300 employees. McLean Contracting Company has regional offices and operations in the Mid-Atlantic. McLean Contracting Company’s headquarters is located in Glen Burnie, MD, and presently operates in four states with over 300 employees.
President & Chief Operating Officer
George Bosmajian
Mclean Connecting Company

Sincerely,

The project is on time and within your budget. Build Process for the Route 35 Bridge Replacement Project, and we are confident that our team will complete all of the tasks you requested. Please let me know if you have any additional questions or need further information. I look forward to working with you on this project.


Mclean Connecting Company estimates the Interim Milestone by September 11, 2015.

4.1.10 Interim Milestone and Final Completion Dates

Value of the Contract

Mclean Connecting Company is committed to achieving a twelve (12%) DBE participation goal for the entire project.

4.1.9 DBE Participation

(# WA47) is included in the Attachments to the Letter of Submittal.

VDOT does not reimburse for Prequalification Preliminary. An 8.5x11 copy of our Prequalification Certificate.

Mclean Connecting Company is in good standing and is prequalified to bid on this project as outlined in 4.1.8 VDOT Prequalification.
ATTACHMENT 4.2.1

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

Affiliated and Subsidiary Companies of the Offeror

Offerors shall complete the table and include the addresses of affiliates or subsidiary companies as applicable. By completing this table, Offerors certify that all affiliated and subsidiary companies of the Offeror are listed.

- 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 (McLean)</td>
<td>Norcur, Inc.</td>
<td>6700 McLean Way Glen Burnie, MD 21060</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff-FG, Inc.</td>
<td>506 Carnegie Center Boulevard, 2nd Floor Princeton, NY 08540</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Constructors, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Services, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Advisory Services, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Group Administration, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Infrastructure Development Company, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>ALLTECH, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Energy Storage Services, Inc.</td>
<td>16285 Park Ten Place, Suite 400 Houston, TX 77084</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff International, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Facilities, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Affiliate (PB)</td>
<td>Parsons Brinckerhoff Power, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
</tbody>
</table>

1 of 2
## ATTACHMENT 4.2.1

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

### Affiliated and Subsidiary Companies of the Offeror

<table>
<thead>
<tr>
<th>Subsidiary (PB)</th>
<th>Company Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parson Brinckerhoff Michigan, Inc.</td>
<td>500 Griswold Street Detroit, MI 48226</td>
</tr>
<tr>
<td>Parson Brinckerhoff Ohio, Inc.</td>
<td>6235 Enterprise Court Dublin, OH 43016</td>
</tr>
<tr>
<td>Parson Brinckerhoff Transit &amp; Rail Systems, Inc.</td>
<td>Two Gateway Plaza Newark, NJ 07102</td>
</tr>
<tr>
<td>Parson Brinckerhoff Booker Associates, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Parson Brinckerhoff Architecture, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Associated Engineers, Inc.</td>
<td>3311 E. Shelby Street Ontario, CA 91764</td>
</tr>
<tr>
<td>Parson Brinckerhoff Halsall, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Keystone Environmental Planning, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Parson Brinckerhoff Panama, S.A.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
<tr>
<td>Avid Engineering, Inc.</td>
<td>One Penn Plaza New York, NY 10119</td>
</tr>
</tbody>
</table>
The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of Connecticut, such prospective participant shall submit an explanation to this proposal.

Where the prospective primary participant is unable to certify to any of the statements in this paragraph (b) of this certification and are not presently indicted for or otherwise criminally or civilly charged by any governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (a) of this certification.

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

(e) Are not presently indicted for or otherwise criminally or civilly charged by any governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (a) of this certification.

(f) Have not within a three-year period preceding this application/proposal been convicted of or had a civil judgment rendered against him for commission of fraud or criminal offense in connection with obtaining or performing a public (federal, state or local) transaction or award.

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

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

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

PRIMARY COVERED TRANSACTIONS
CERTIFICATION REGARDING DEPARTMENT
ATTACHMENT 4.2(4)
The offer for contracts to be let by the Commonwealth Transportation Board, the offeree makes the foregoing statements to be held with the proposal submitted on behalf of the prospective primary participant in writing as a rule or certification by the prospective primary participant, or written evidence of compliance with the requirements set forth in the certification referred to in subsection 2 of this section (d).

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

Paragraph (I) of this certification: and

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in

paragraph (I) of this certification: and

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are not presently indicted for or otherwise criminally or civilly charged by a

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The offer for contracts to be let by the Commonwealth Transportation Board, the undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of certification, such prospective participant shall attach an explanation to this proposal.

Where the prospective, lower participant is unable to certify to any of the statements in this voluntary excluded from participation in this transaction by any Federal department or agency, or not in principle is presently debarred, suspended, proposed for debarment, declared ineligible, or not eligible by submission of this proposal, the other

Project No.: 0035-087112, PE-101, RV-201, C-501, B-604
Name of Firm
Original Survey and Design, P.E.

Date

Signature

The Director for Contracts to be let by the Commonwealth Transportation Board.

The undersigned makes the foregoing statement to be true with the proposal submitted on behalf of
certification, such prospective participant shall attach an explanation to this proposal.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this
voluntarily excluded from participation in this transaction by any Federal department or agency.
The prospective lower tier participant certifies by submission of this proposal that neither it

Project No.: 0035-087-112 PE-101, RW-201, C-S01, B-604

CERTIFICATION REGARDING DEPARTMENT
ATTACHMENT 427(D)
The review of the Office of the Commonwealth Transportation Board.

The undersigned makes the foregoing statement in connection with the proposal submitted on behalf of Commonwealth such prospective participation shall be made an explanation to the proposal

2) Where the prospective lower the participation is unable to certify any of the statements in this volunteer participate from participation in this transaction by any Federal department or agency.

1) The prospective lower the participation certifies by submission of this proposal that neither it

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

LOWEERED COVERED TRANSACTIONS
CERTIFICATION REGARDING DEPARTMENT
ATTACHMENT 4.2.2(B)
Dear Sir/Madam,

I, the undersigned, make the foregoing statements to be filed with the proposal submitted on behalf of [Name of Firm].

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of [Name of Firm].

I, the undersigned, make the foregoing statements to be filed with the proposal submitted on behalf of [Name of Firm].

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.

Voluntarily excluded from participation in this transaction by any Federal department or agency.

Project No.: 0036-08-112, PE-101, RW-201, C-501, B-604

LOWER TIER COVERED TRANSACTIONS

CERTIFICATION REGARDING DEPARTMENT

ATTACHMENT 4.2.A

[Signature]

[Date: 8/18/2013]
The undersigned makes the following statements to be filed with the proposal submitted on behalf of the Commonwealth, such prospective participant shall attach an explanation to this proposal:

1. The prospective participant certifies by submission of this proposal, that neither it nor its principals is presently deprived, suspended or debarred.

2. Where the prospective participant is unable to certify to any of the statements in this application, it has voluntarily excluded itself from participation in this transaction by any Federal department or agency.
(1) The prospective lower tier participant certifies by submission of this proposal that neither it nor its principals is presently deceased, suspended 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 Office for contracts to be let by the Commonwealth Transportation Board.

Name of Firm
ESG MID-Atlantic, LLC

Title
Vice President

Signature

Date
9/3/13

 Project No.: 0035-087-112, PE-101, RW-201, C-501, B-604
The undersigned makes the foregoing statements to be true in good faith, and submits it on behalf of
the Commonwealth Transportation Board.

2) Where the prospective primary participant is unable to certify to any of the statements in this
paragraph (d) of this certification; and

of records, making false statements, or receiving stolen property;

with conviction of any of the offenses enumerated in
whether or not the offenses committed in

have been convicted of any violations of Federal or State

have been convicted of this proposal been convicted of or had a

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

Project No: 0035-08-112, PE-101, RW-201, C-501, B-604

Primary Covered Transactions

Certification Regarding Department

Attachment 42.2(a)
[Text not legible due to image quality]
The City of New York has the authority to enter into contracts on behalf of the Commonwealth Transportation Board. The City of New York acknowledges the foregoing statements to be true to the best of the knowledge of the City of New York, and the undersigned makes the foregoing statements to be true to the best of the knowledge of the undersigned in this statement.

(1) The prospective lower part participant is unable to certify to any of the statements in this statement.

(2) Where the prospective lower part participant is unable to certify to any of the statements in this statement.

Name of firm: Senate Consulting Services, Inc.

Title: Senior Associate

Date: 08/01/2013

Signature: [Signature]

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

CERTIFICATION REGARDING COVERED TRANSACTIONS
ATTACHMENT 42:01
Name of Firm

Vancech Hagen Brothers, Inc.

Title

Signatory

Date

9/3/2013

Received

The Owner for contracts to be let by the Commonwealth Transportation Board

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of

Certificate, such proposal or participation shall attach an explanation of this proposal

Where the proposee forever forfeits participation is unable to certify to any of the statements in this

voluntarily excluded from participation in this transaction by any Federal department or agency,

The proposee forever forfeits participation in this transaction by submission of this proposal.

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

Lower Tier Covered Transactions

Certification Requiring Department

Attachment 422(b)
Fidelity and Deposit Company of Maryland
Zurich American Insurance Company

Sincerely,

Red fee to contact me.

We trust that this information meets with your satisfaction. If there are further questions, please

this letter:

Our consideration and issuance of bonds is a matter solely between Melton Construction

required.

In excess of $650 million.

Dear Purchasing Agent,

Contract ID # 00081457DB57
Project No: (NPD) 0035-087-112, PE-101, RW-201, C-501, B-604
Location: Southampton County, VA
Project Name: Route 33 Bridge Replacement
Re: Melton Construction Company
Richmond, VA 23219
1401 E. Broad Street
Virginia Department of Transportation

August 12, 2013

ZURICH
Z
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Attest:

Frank E. Marlin Jr.,
Vice President & Executive Vice Chairman

Maryland, Public.

My Commission Expires: July 8, 2007

Maria D. Adams

Witnessed.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year first above.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A.D. 2006

Address of the Corporate Office of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, the 10th day of April, Section 2 of the By-Laws of said Company, is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, the 10th day of April, the year of Our Lord, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article 12, Section 2 of the By-Laws of said Company, which are set forth on corporation and found in the Corporate Seal of Maryland, the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND. Know all men by these presents, that the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by F. E. MARLIN, Vice President, and E. D. BARNES, Assistant

FRANK E. MARLIN, JR.
Vice President & Executive Vice Chairman

MICHAEL T. O'NEILL
Secretary

City of Baltimore
State of Maryland

By:

Michael T. O'Neill
Secretary

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

PO.R 02-0238A

FOR YOUR REFERENCE

The FIDELITY AND DEPOSIT COMPANY OF MARYLAND

IN THE NAME OF MORTGAGES, and to which the seal of the Company is affixed, the Company by its authorized signatory, Assistant Secretary, does hereby certify under the laws of the State of Maryland, that the within instrument is a true and correct copy of a certificate of authority issued by the Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized and existing under the laws of the State of Maryland, and in accordance with the laws of the State of Maryland, and is executed on behalf of the Company by the person whose signature appears hereon, which person is an authorized person of the Company to execute the within certificate.

SIGNED this 12th day of April, 1990.

[Signature]
Assistant Secretary

[Stamp]
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CERTIFICATE

This certificate is issued under the laws of Maryland, and is valid for the period specified therein.

[Stamp]
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Company to be affixed, this 12th day of April, A.D. 2006.

[Signature]

Secretary

I, the undersigned, a Director of the Zurich American Insurance Company, do hereby certify that the foregoing power of attorney is true and correct in all respects, and that the power of attorney is of the company.

[Signature]

President

By:

Secretary

CITY OF BALTIMORE
STATE OF MARYLAND

THE ZURICH AMERICAN INSURANCE COMPANY

Chairman of the Board

IN WITNESS WHEREOF, the Zurich American Insurance Company, by its officers acting on its behalf, do hereby publish the foregoing power of attorney.

[Signature]

Secretary
## 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 Address details</th>
<th>DPOR Registered Type</th>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
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<td>McLean Contracting Company</td>
<td>F0043929</td>
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<td>Commercial Seeding, Inc.</td>
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## ATTACHMENT 4.2.5

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

**SCC and DPOR Information - Businesses**

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<thead>
<tr>
<th>Business Name</th>
<th>SCC Number</th>
<th>SCC Type of Corporation</th>
<th>SCC Status</th>
<th>DPOR Registered Address</th>
<th>DPOR Registration Type</th>
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<th>DPOR Expiration Date</th>
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# ATTACHMENT 4.2.5

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

## SCC and DPOR Information - Businesses

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<thead>
<tr>
<th>Business Name</th>
<th>SCC Number</th>
<th>SCC Type of Corporation</th>
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</table>
Parsons Brinckerhoff, Inc.

SCC ID: F0501603
Business Entity Type: Foreign Corporation
Jurisdiction of Formation: NY
Date of Formation/Registration: 2/11/1986
Status: Active
Shares Authorized: 30000

Principal Office
ONE PENN PLAZA
NEW YORK NY 10119

Registered Agent/Registered Office
CT CORPORATION SYSTEM
4701 COX RD STE 301

GLEN ALLEN VA 23060-6802
HENRICO COUNTY 143
Status: Active
Effective Date: 1/5/2004

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

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Order certificate of good standing New Search Back Homepage
LLCM3220 LLC DATA INQUIRY

LLC ID: S319374 - 7 STATUS: 00 ACTIVE STATUS DATE: 03/04/10

LLC NAME: Cardinal Survey & Design, PLC

DATE OF FILING: 03/04/2010 PERIOD OF DURATION: INDUSTRY CODE: 70

STATE OF FILING: VA VIRGINIA MERGER INDICATOR:

CONVERSION/DOMESTICATION INDICATOR:

PRINCIPAL OFFICE ADDRESS

STREET: 3245 BUCKINGHAM DR

CITY: TOANO STATE: VA ZIP: 23168-0000

REGISTERED AGENT INFORMATION

R/A NAME: SPENCER M BAXTER

STREET: 150 STRAWBERRY PLATNS ROAD

SUITE D RTN MAIL:

CITY: WILLIAMSBURG STATE: VA ZIP: 23168-0000

R/A STATUS: 4 MEMBER OF VSB EFF DATE: 09/10/13 LOC: 316 WILLIAMSBURG CI

YEAR FEES PENALTY INTEREST BALANCE

13 50.00

(Screen Id:/LLC_Data_Inquiry)
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS
PROFESSIONAL LIMITED LIABILITY COMPANY

PROFESSIONS: LS

CARDINAL SURVEY & DESIGN, PLC
150 STRAWBERRY PLAINS ROAD
SUITE D
WILLIAMSBURG, VA 23188

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
CISM0180 CORPORATE DATA INQUIRY

CORP ID: 0459990 - 8 STATUS: 00 ACTIVE STATUS DATE: 03/26/13
CORP NAME: COMMERCIAL SEEDING, INC.

DATE OF CERTIFICATE: 01/31/1996 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: S STOCK
MERGER IND: CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: 50.00 MON NO: MON STATUS: MONITOR DTE:
R/A NAME: DONALD H SPITZLI JR

STREET: 4445 CORPORATION LN STE 295 AR RTN MAIL:

CITY: VIRGINIA BEACH STATE: VA ZIP: 23462
R/A STATUS: 4 ATTORNEY EFF. DATE: 01/23/12 LOC : 228
ACCEPTED AR#: 213 02 2605 DATE: 01/15/13 VIRGINIA BEACH
CURRENT AR#: 213 02 2605 DATE: 01/15/13 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
13 100.00

(Screen Id: Corp_Data_Inquiry)
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

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

COMMERCIAL SEEDING, INC
19123 BEALE PLACE DR
ZUNI, VA 23898

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

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

(POCKET CARD)
COMMONWEALTH OF VIRGINIA
CLASS A BOARD FOR CONTRACTORS
CONTRACTOR
"CLASSIFICATIONS" H/H
NUMBER: 2705150741 EXPIRES: 05-31-2015

COMMERCIAL SEEDING, INC
19123 BEALE PLACE DR
ZUNI, VA 23898

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.
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Page 1 of 1
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA
9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

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

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

Gordon N. Unwin, Director
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CITY: Glen Allen
STREET: 4011 Cok Rd Ste 301

R/A NAME: OT CORPORATION SYSTEM

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MONITOR INDICATOR: X

CORPORATION/DISTRIBUTION IND:

STATE OF INCORPORATION: MD

STOCK INDICATOR: S

DATE OF CERTIFICATE: 10/22/1997

PERIOD OF DURATION: 10

INDUSTRY CODE: 70

CORP NAME: ETA ENGINEERING, INC.

corp id: E123900

status date: 12/03/07

status: 00 active

CORPORATE DATA INQUIRY

C1291680

02/07/12
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**PERIOD OF DURATION:**  
**INDUSTRY CODE:** 00  
**STATE OF FILING:** VA  
**MERGER INDICATOR:**  
**CONVERSION/DOMESTICATION INDICATOR:**  
**PRINCIPAL OFFICE ADDRESS:**  
**STREET:** 14026 THUNDERBOLT PL STE 100  
**CITY:** CHANTILLY  
**STATE:** VA  
**ZIP:** 20151-0000  
**REGISTERED AGENT INFORMATION:**  
**R/A NAME:** JAMES A ECKERT  
**STREET:** 14026 THUNDERBOLT PL STE 100  
**RTN MAIL:**  
**CITY:** CHANTILLY  
**STATE:** VA  
**ZIP:** 20151-0000  
**R/A STATUS:** 2 O/D OF CORP M/M  
**EFF DATE:** 04/16/04  
**LOC:** 129 FAIRFAX COUNTY  
**YEAR FEES PENALTY INTEREST BALANCE**  
11

(Screen Id:/LLC_Data_Inquiry)
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS 
AND LANDSCAPE ARCHITECTS 
BUSINESS ENTITY BRANCH OFFICE REGISTRATION 
PROFESSIONS: ENG 

ECS MID- ATLANTIC LLC 
2119-D NORTH HAMILTON ST 
RICHMOND, VA 23230
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<tr>
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(Screen Id:/Corp_Data_Inquiry)
BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* H/H

EV WILLIAMS INC
925 SOUTH MILITARY HWY
PO BOX 65128
VIRGINIA BEACH, VA 23467-5128
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DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

EXPIRES ON
12-31-2013

NUMBER
0407003345

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

PROFESSIONS: LS

PRECISION MEASUREMENTS INC
851 SEAHAWK CIR
SUITE 103
VIRGINIA BEACH, VA 23452

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
CISM0180  CORPORATE DATA INQUIRY  09/11/13  08:36:23

**CORP ID:** 0485213 - 3  **STATUS:** 00 ACTIVE  **STATUS DATE:** 05/23/97

**CORP NAME:** ROD BUSTERS, INC.

**DATE OF CERTIFICATE:** 05/23/1997  **PERIOD OF DURATION:**  **INDUSTRY CODE:** 00

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

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

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

**CHARTER FEE:** 50.00  **MON NO:**  **MON STATUS:** MONITOR DIB:

**R/A NAME:** HENRY L SADLER III

**STREET:** 6330 NEWTOWN RD SUITE 530  **AR RTN MAIL:**

**CITY:** NORFOLK  **STATE:** VA  **ZIP:** 23502

**R/A STATUS:** 4  **ATTORNEY**  **EFF. DATE:** 06/25/97  **LOC:** 212

**ACCEPTED AR#:** 213 06 1900  **DATE:** 03/26/13  **NORFOLK CITY**

**CURRENT AR#:** 213 06 1900  **DATE:** 03/26/13  **STATUS:** A  **ASSESSMENT INDICATOR:** 0

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

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Smithfield, VA 23430
ROD BUSHERS INC

Contractor Class A Contractor
COMMONWEALTH OF VIRGINIA

270595050
05-31-2015

Department of Professional and Occupational Regulation
NORTH CHESTERTOWN VA
10800 MIDLOTHIAN TURNPIKE SUITE 310
STANTEC CONSULTING SERVICES INC

BUSINESS REGISTRATION
REAL ESTATE APPRAISER BOARD
COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation

4008 001770
03-31-2015
CISM0180

CORPORATE DATA INQUIRY

CORP ID: F117044 STATUS: 00 ACTIVE STATUS DATE: 04/16/01
CORP NAME: VANASSE HANGEN BRUSTLIN, INC.

DATE OF CERTIFICATE: 03/18/1994 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF INCORPORATION: MA MASSACHUSETTS STOCK INDICATOR: S STOCK
MERGER IND: S SURVIVOR CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: 50.00 MON NO: MON STATUS: MONITOR DTE:
R/A NAME: REGISTERED AGENT SOLUTIONS INC

STREET: 7288 HANOVER GREEN DR AR RTN MAIL:

CITY: MECHANICSVILLE STATE: VA ZIP: 23111
R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 12/11/08 LOC: 142
ACCEPTED AR#: 213 03 4509 DATE: 02/05/13 HANOVER COUNTY
CURRENT AR#: 213 03 4509 DATE: 02/05/13 STATUS: A ASSESSMENT INDICATOR: 0
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(Screen Id:/Corp_Data_Inquiry)
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

PROFESSIONS: ENG, LS

VANASSE HANGEN BRUSTLIN INC
351 MCLAWS CIRCLE STE 3
WILLIAMSBURG, VA 23185-6316

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

Gordon N. Dixon, Director

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)
### 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>
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<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement. (in thousands)</th>
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<tbody>
<tr>
<td>South Norfolk Jordan Bridge Replacement</td>
<td>Figg Engineering Group</td>
<td>Phone: (850) 425-5900 Project Manager: Jay Rohleder Phone: (610) 368-0753 Email: <a href="mailto:jrohleder@figbridge.com">jrohleder@figbridge.com</a></td>
<td>October 2012</td>
<td>October 2012</td>
<td>$90,000</td>
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h. Narrative describing the Work Performed by the Firm 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.

The South Norfolk Jordan Bridge is a precast segmental bridge over the Elizabeth River and connecting roadway at major intersections. The bridge spans over an environmental superfund site, a park, a major navigational channel, active rail lines, and local roads.

The bridge is 5,375-feet long with 150-foot typical spans and a 385-foot main span with a 145-foot vertical clearance over the navigational channel. The 150-foot typical spans were constructed using span-by-span segmental construction techniques with an underslung erection truss, while the 385-foot main span and each of the adjacent 190-foot back spans were constructed by the balanced cantilever segmental construction technique utilizing a floating crane for segment erection. There are 35 precast segmental spans supported on precast segmental columns and cast-in-place footings. The land footings are founded on 24-inch prestressed concrete piles and the water footings are founded on 54-inch prestressed concrete cylinders. This project also included a pair of mass concrete fender rings supported on 66-inch prestressed concrete cylinder piles.

This project was unique in that it was a project to improve the public transportation system that was provided by a private entity, South Norfolk Jordan Bridge, LLC, led by Figg Bridge Builders. The City of Chesapeake did not have the funding to rebuild this bridge, so the bridge had to be shut down due to structural deficiencies. Figg Bridge Builders, acting as the managing partner for South Norfolk Jordan Bridge, LLC, reached an agreement with the City to take ownership of the bridge with the agreement to demolish the existing bridge and provide them with a new bridge in its place. The project featured a DB Project where the investment of the project is tied to future toll revenues.

As managing partner, Figg Bridge Builders acted as the lead construction managers, and Figg Bridge Engineers was the lead designer for this project. McLean Contracting Company worked as the major subcontractor on this project responsible for all the pile driving and foundation work on both the land and water, segmental column construction on both the land and water, balanced cantilever superstructure erection over the water and the construction of the mass concrete fender ring systems protecting the navigational zone. The superstructure and column segments were supplied by others and erected by McLean.

**Changes Orders/Claims**

McLean finished this high profile project with an excellent safety record and had no permit violations while preforming this work over an EPA superfund site and a major active navigational channel. There were no disputes with the owner or the prime contractor on this project. There were no DBE goals on this project, but McLean still utilized 3.7% DBE participation on their portion of the contract.

When completed, this bridge created a major river crossing over the Elizabeth River providing a valuable link between the cities of Portsmouth and Chesapeake, Virginia.

**Similar Scope Activities**

- Design-Build
- Safety
- Survey
- Structural
- Roadway
- Demolition
- Geotechnical
- Environment/Drainage
- Permit, App. and Modifications
- Traffic Control
- Utility Coordination and Relocation
- Design QA/QC
- Constr. QA/QC
- Scheduling
- Stakeholder Coord. and Comm.
- On-time and within budget

**Project Highlights**

- A major river crossing providing a valuable link between Portsmouth and Chesapeake, VA.
- Unique private project that modeled closely to a DB P3 contract.
- McLean finished project with an excellent safety record and had no permit violations.
**LEAD CONTRACTOR - WORK HISTORY FORM**

**LIMIT 1 PAGE PER PROJECT**

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<thead>
<tr>
<th>a. Project Name &amp; Location</th>
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<tr>
<td><strong>Route 33 Bridge over the Mattaponi River</strong></td>
<td><strong>Parsons Brinckerhoff</strong></td>
<td><strong>Name of Client / Owner: VDOT</strong> Phone: (804) 371-2776 Project Manager: Andy Zickler Phone: (804) 371-2776 Email: <a href="mailto:andy.zickler@vdot.virginia.gov">andy.zickler@vdot.virginia.gov</a></td>
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</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.

McLean was the lead JV partner on this award winning Design-Bid-Build VDOT project for the bridge over the Mattaponi River in West Point, Virginia. McLean entered into a line item joint venture with Bryant Contracting Company on this project. Bryant constructed the 24-inch pile trestle bents over the wetlands and shallow water and subcontracted the roadway work, while McLean performed all the major bridge work over the water and administered the contract with VDOT.

The scope of work for this project included the replacement of an existing two-lane swing span truss bridge with a new four-lane fixed bridge featuring precast spliced bulb-tie girders. The new bridge is a 3,545-foot long structure by 68 feet wide. The bridge is founded on 24-inch prestressed concrete piles utilizing low water footings and columns with high caps in the river and trestle caps in the low lying wetland areas. The superstructure consists of 28 spans with prestressed concrete bulb-tie girders on the approach spans and two each 880-foot prestressed spliced bulb-tie girder units with each featuring a 200-foot, 240-foot, 240-foot, 200-foot span configuration. The bridge has a 212-foot clear span navigational channel with 55-feet of vertical clearance. The cast-in-place concrete deck in the spliced bulb-tie girder sections were poured with lightweight concrete to reduce the dead load on the longer spans.

McLean was also responsible for the demolition of the existing 1,600-foot swing span truss bridge after the new bridge was open to traffic.

McLean built this bridge over an existing navigational channel while working around and coordinating with the USCG and the marine traffic. The team was able to complete this project on time and within budget without any permit or safety violations.

This project won an two awards:

- **2007 – National Partnership for Highway Quality – State Winner of the National Achievement Award for the Route 33 West Point Mattaponi Bridge Replacement Project**
- **2006 – Virginia Department of Transportation – Statewide Construction Quality Award in Recognition of Quality on the Route 33 West Point Mattaponi River Bridge Replacement Project**

**Similar Scope Activities**
- Safety
- Survey
- Structural
- Demolition
- Drainage
- Geotechnical
- Environmental
- Marine work
- Roadway
- Traffic Control
- Scheduling
- Stakeholder Coord. and Communications
- Completed on-time and within budget

**Project Highlights**
- A major river crossing.
- Prestressed concrete spliced bulb-tie girders.
- Work around an existing navigational channel.
- Demolition of existing bridge over waterfront and environmentally sensitive areas
## ATTACHMENT 4.2.6(a)

### LEAD CONTRACTOR - WORK HISTORY FORM

**(LIMIT 1 PAGE PER PROJECT)**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
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<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
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| **Name:** 1-64 Battlefield Boulevard Interchange and Bridges Location: Chesapeake, VA | **Name:** Kimley-Horn | **Name of Client/Owner:** EV Williams, Inc.  
Phone: (757) 420-1140  
Project Manager: Jay Openshaw  
Phone: (757) 420-1140  
Email: jayo@evwilliams.com | December 2008 | December 2008 | $103,080 | $21,857 |

**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.**

McLean Contracting Company was a subcontractor to E. V. Williams on this project. McLean was responsible for the construction of five bridges; construction of 1-64 westbound and eastbound braided ramps and two bridges over Norfolk & Southern Railroad; and demolition of the existing Battlefield Boulevard Bridge and construction of a new bridge utilizing phased construction to maintain traffic flow.

The 1-64 bridge ramps and the Battlefield Boulevard Bridge were founded on 12-inch sq. prestressed concrete piles with cast-in-place concrete footing, columns, and caps. The superstructure consisted of cast-in-place concrete deck on structural steel.

The two bridges over Norfolk Southern railroad were founded in 12-inch diameter steel pipe pile, cast-in-place concrete footings, columns and caps and superstructure of cast in place concrete deck on prestressed concrete beams.

**Similar Scope Activities**
- Safety
- Survey
- Structural
- Demolition
- Drainage
- Geotechnical
- Environmental
- Marine work
- Roadway
- Traffic Control
- Scheduling
- Stakeholder Coord. and Communications
- Completed on-time and within budget
**ATTACHMENT 4.2.6(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

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<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Completion Date (Original)</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
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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>Name: Route 895 Pocahontas Parkway (Vietnam Veterans Memorial Bridge) Location: Richmond, VA</td>
<td>Name: Recchi America (now Condotte), McLean Contracting Company</td>
<td>Name of Client: FD/MK Phone: (804) 330-5215 Project Manager: Herb Morgan Phone: (804) 330-5215 Email:</td>
<td>July 1997</td>
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h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant.

The new Vietnam Veterans Memorial Bridge over the James River near Richmond is the focal point of the 8.8-mile Pocahontas Parkway Connector—and the first project implemented under the Commonwealth of Virginia’s 1995 Public Private Transportation Act. As a subconsultant on this high-profile project, Parsons Brinckerhoff was responsible for the design of the mainline structure (both substructure and superstructure) from the west abutment in Richmond, over the Route 150 interchange, the I-95 mainline, and the James River, to the east abutment in Henrico County. Parsons Brinckerhoff was also responsible for the preparation of a Sequence of Construction scheme that would allow the contractor to accelerate his construction activities while traffic passed through the construction site unimpeded. Parsons Brinckerhoff also designed an access road to the wastewater treatment plant that ran parallel to an existing retaining wall without placing any additional load on the wall. The roadway was designed as an emergency access road to the wastewater treatment plant as well as to accommodate replacement parts being brought in by low-boy trailers. Parsons Brinckerhoff assisted the Developer during construction by providing segmental experts on site and also provided the more customary shop drawing reviews. Services also included the review and evaluation of contractor proposals to modify erection techniques as the project progressed.

In 2003, the project was celebrated with the American Segmental Bridge Institute (ASBI) Award of Excellence. The jury stated: “A graceful, attractive structure compatible with the location. Good use of different construction techniques to meet varying design/construction requirements. Long main span a notable achievement.”

The work was completed by Parsons Brinckerhoff as a lead designer. Work was conducted out of several Parsons Brinckerhoff offices, including Norfolk, Virginia (now Virginia Beach.)
<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
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<td>Route 33 Bridge Replacement (Mattaponi Bridge)</td>
<td>McLean Contracting Company</td>
<td>Name of Client / Owner: VDOT Phone: (804) 371-2776 Project Manager: Andy Zickler Phone: (804) 371-2776 Email: <a href="mailto:andy.zickler@vdot.virginia.gov">andy.zickler@vdot.virginia.gov</a></td>
<td>November 2006</td>
<td>November 2006</td>
<td>$37,605</td>
<td>$5,084</td>
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Parsons Brinckerhoff designed the replacements to two movable bridges carrying Route 33 over the Mattaponi and Pamunkey Rivers in the town of West Point, Virginia.

During the conceptual study for this project, several challenging tasks had to be performed, including: fitting a new or widened route through the heart of the business district while avoiding a historic district, a railroad and a large paper mill; determining a bypass alignment that minimized environmental impacts on sensitive wetlands and historic resources; investigating a two-lane movable bridge that could accommodate future widening to four lanes and the installation of foundation systems that could accommodate future widening of the approaches without installing new foundations in environmentally sensitive areas; and developing several subalternatives to accommodate citizen inputs, including additional intersections, aesthetic treatments and roundabouts. Parsons Brinckerhoff also developed computer-enhanced renderings of potential project impacts to the town. The public involvement program included two formal hearings, an informational meeting, numerous informal meetings with special interest groups, and creation of a web site.

The project consisted of 2.39 miles of highway and bridge replacement, most of which are on new alignments roughly parallel to the existing alignment. There is a 5,354-foot-long, four-lane crossing of Throfare Creek, the Pamunkey River and Norfolk Southern Railroad, including a movable span to accommodate a 90-foot-wide channel with 55-foot of clearance in the closed position. The project also required creating a new 2,200-foot-long, five-lane section of Route 33 through town. Parsons Brinckerhoff also reconfigured several intersections, replaced the drainage structures on the route, designed two new interconnected traffic lights, repaved several hundred feet of adjoining roads, and provided a new mill entrance. Aesthetic enhancements for the town included widened planting areas adjacent to the main line, paver-type crosswalks, decorative street lighting, and the addition of architectural treatments to the bridges.

At the completion of construction, Parsons Brinckerhoff performed Load Factor ratings for the precast bulb-tee and spliced bulb-tee spans, as well as the steel girder-floorbeam bascule span. The spliced girders were rated using the original design files in BD2. The conventional bulb-tee spans were rated using ConSpan, and the complex bascule span was rated by hand.

Parsons Brinckerhoff provided services during construction, including fast responses to a variety of issues, including girder damage, bearing tearing, closure-pour cracking, gear teeth issues, and operational testing. These all required fast response on short notice, as well as developing innovative analysis methods to understand and model the problems.

In November 2007, The National Partnership for Highway Quality (NPHQ) announced that Virginia had been selected as a 2007 State Winner in its National Achievement Award program in recognition of this environmentally-sensitive bridge replacement project.

The work was completed by Parsons Brinckerhoff as a lead designer. Work was conducted out of our Norfolk, Virginia office (now Virginia Beach.)
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<tr>
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<tbody>
<tr>
<td>Chesapeake Expressway</td>
<td>Name: Suburban Grading/Driggs/MEB</td>
<td>Name of Client: City of Chesapeake Phone: (757) 382-6263 Project Manager: Jay Tate Phone: (757) 382-6263 Email: <a href="mailto:jtate@cityofchesapeake.net">jtate@cityofchesapeake.net</a></td>
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Parsons Brinckerhoff was responsible for the preliminary alternatives analysis and preparation of complete roadway and bridge plans for a 10 mile, 4-lane, divided, limited access highway on new location from the Great Bridge Bypass to the Virginia/North Carolina state line. The project included nine bridges, three interchanges, and extensive improvements to crossing roadways, including traffic signing, signals, pavement marking, and lighting. The bridges on the project included a curved steel plate girder flyover and a 700’ long, prestressed concrete girder bridge spanning the Northwest River and marsh areas along the river banks.

Prior to preparing the construction plans, Parsons Brinckerhoff developed the design traffic volumes, developed 12 alternatives, managed the delineation of over 300 acres in wetlands, prepared the original Purpose and Need for the project, assisted with the public involvement program, and provided extensive engineering assistance to the US Army Corps of Engineers (the lead agency) and the VDOT Environmental Division, in preparing the environmental document for the project.

During the construction phase, Parsons Brinckerhoff provided extensive construction administration assistance to the City, including: administration of the test pile program; shop drawing reviews; responses to contractor inquiries; site visits; substantial and final completion inspections; and preparation of as-built drawings. Parsons Brinckerhoff also provided full-time, on-site construction administration assistance during the last six months of the construction phase to ensure that the expressway was opened on time.

The work was completed by Parsons Brinckerhoff as a lead designer. Work was conducted out of our Norfolk, Virginia office (now Virginia Beach).
TYPICAL SECTIONS

RFP PLANS

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

INSET A

NOT TO SCALE

INSET B

NOT TO SCALE

1. 1.57 Asphalt Concrete Type SH-45A & SH-46 Surf. Course
2. 3.75 Asphalt Concrete Type W-O-50A Intermediate Course
3. G. Aggregate Base W-0-50, Type L-422, Subbase
RFP PLANS

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

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

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

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

None.

GENERAL NOTES:

Widths 40'-0" - face-to-face of rails.
Span layout: 11 spans @ 82'-0", Units A and B.
Capacity: H-35 loading.
Drainage area: TBD
Specifications:

Construction Virginia Department of Transportation Road and Bridge Specifications, 2007.

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

Design loading includes 20% dead load for construction tolerances and construction methods.

Concrete in prestressed piles and prestressed beams shall be Class AB. Concrete in superstructure shall be Class AA in 1000 psi cube test results and Class AB in substructure, Class A3.

Prestressed concrete in beams shall be Class A3 having a minimum compressive cylinder strength of 28 days equal to 7500 psi and a minimum concrete cylinder strength of 4000 psi per inch of rebar area of 0.025 in.

Low permeability concrete shall be used in this project.

All reinforcing steel shall be deformed and shall conform to ASTM A615 Grade 60 except for reinforcing steel noted as other reinforcing steel which shall conform to applicable specifications noted in the special provisions. All reinforcing bars on the edge of concrete to be curved at 4 bars max. Where otherwise specified, the 8" max. beam clearances shall be maintained.

Corrosion resistant reinforcing steel shall conform to one or more of the following classes noted in the special provisions. The minimum yield strength shall be 70 ksi for corrosion resistant reinforcing steel noted in the special provisions. Where otherwise noted, reinforcing bars shall conform to corrosion resistant reinforcing steel noted in the special provisions. Concrete shall be a minimum of 4000 psi per inch of rebar area of 0.025 in.

The existing structure is designated as a Type 2 structure in accordance with Sec. 4.11.

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

RECOMMENDATIONS FOR CONSTRUCTION

PRELIMINARY PLANS

These plans are for construction only.

For information on the construction of this bridge, please see Sheet S2.

DATE: Aug, 2013

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Sheet 1 of 9
PIER ELEVATION - BENTS 1 THRU 4 AND 7 THRU 10
Scale 1/8" = 1'-0"

PIER ELEVATION - BENTS 5 AND 6
Scale 1/8" = 1'-0"

ABUTMENT SECTION
Scale 1/8" = 1'-0"

DRAIN DETAIL
Not to scale

PRELIMINARY PLANS
THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
STRUCTURE AND BRIDGE DIVISION

SUBSTRUCTURE DETAILS

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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 $1,170,815.00
- Mobilization (Construction), LS $510,000.00
- QA/QC (Construction), LS $1,090,585.00
- Dismantle and Remove Existing Structure, LS $785,000.00
- Earthwork, LS $344,000.00
- Roadway Incidental, LS $280,653.00
- Bridge (Structures), LS $5,009,200.00
- Drainage, LS $0.00
- Utilities, LS $352,000.00
- Environmental Permitting, LS $191,000.00
- ROW Acquisition, LS $24,800.00
- All Others Costs, LS $35,000.00

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): Nine million, seven hundred ninety three thousand, seven hundred fifty three dollars ($9,793,753.00)

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

BCDs = Two hundred ninety eight days (298) days

Signature: [Signature]
Date: [Date]

Design-Build Company: MeLean Contracting Company

Vendor No.: M047
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-Builders elects to seek adjustment for asphalt items designated in the Price Proposal/Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain Asphalt Material are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

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

This monthly 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-Builders 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-Builders 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-Builders' 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

_I elect not to use this provision

Date: Aug 12, 2013

Signature: [Signature]

George Bosmajian, III, President
Design-builder: McLean Contracting Company

Vendor No.: MO47
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 $N/A (When required by provisions) per IMPERIAL ton for PG 76-22. This quote is project specific.

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

[X] I elect to use this provision
[ ] I elect not to use this provision

DATE: Aug 12, 2013

SIGNATURE: George Bosmajian, III, President
Mclean Contracting Company
(Firm or Corporation)
M047
(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-Builders 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-Builders will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. A master listing of standard items eligible for fuel adjustment is provided by the Department on its website at the following link http://www.virginiadot.org/business/resources/masteroptionalfuelitems.pdf. The listing on the web site also includes the corresponding fuel factor for each item. The fuel usage factor for each item is considered inclusive of all fuel usage.

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

In order to be eligible for fuel adjustment under this provision, the Design-Builders 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-Builders 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-Builders' Price Proposal will automatically not be considered for adjustment.

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

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

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

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

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

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

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

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

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

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

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

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

Date: Aug 12, 2013
Signature: George Basmajian, III, President
Design-builder: McLean Contracting Company

Vendor No.: MO47
EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

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

June 30, 2011

In the event the Design-Builder elects to seek adjustment for steel items designated in the Price Proposal/Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. If new pay items which involve steel are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in steel used on specific items of work identified in the Price Proposal/contract in accordance with this provision. Provided at the end of this provision is a master listing of standard bid items the Department has determined are eligible for steel price adjustment. Inventoried materials from the listing of eligible items are specifically excluded for consideration. In addition, concrete items where reinforcing steel is normally included in the unit bid price for the item such as (but not limited to) drop inlets, median barriers, sound barrier walls, bridge railing and parapets, are not eligible for consideration under this provision.

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

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

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

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

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

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

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

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

Where;

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

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

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

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

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

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

DATE FOR RECEIPT OF PRICE PROPOSAL

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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</table>

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

McLean Contracting Company 8/12/13
Design-Builder Date
Sample Calculation of a Price Adjustment (increase)


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

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

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

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

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

Adjustment formula is as follows:

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

Where:

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

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

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


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

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

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

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

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

Adjustment formula is as follows:

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

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

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

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

## STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

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<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
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I elect to use this provision

X I elect not to use this provision

Date: Aug 12, 2013

Signature: George Bozeman, III, President
Design-Builder: McLean Contracting Company
Vendor No.: MO47
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE McLean Contracting Company, Glen Burnie, MD 21060 as principal, and Fidelity & Deposit Co. of MD Schaumburg, IL 60196 as Surety, are held and firmly bound unto the Commonwealth of Virginia as obligee, in the amount of FIVE PERCENT OF THE DOLLAR VALUE OF THE BID, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

SIGNED, sealed and dated this 12th Day of August, 2013

WHEREAS, the above said principal is herewith submitting its proposal for: Route 35 Bridge Replacement

PROJECT NUMBER:

(INFO) 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.

McLean Contracting Company

By: George Bosmajian, III, President

Fidelity & Deposit Co. of MD

By: c/o Zurich, 1400 American Lane, Schaumburg, IL 60196

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

Electronic Bid Only: In lieu of completing the above section of the Contract Performance Bond, the Principal shall file an Electronic Bid Bond when bidding electronically. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are jointly 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
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Albert E. LIETZAU III, Albert E. LIETZAU IV and Joseph J. MACPHERSON, all of Baltimore, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of April, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

State of Maryland } ss:
City of Baltimore  

By:

Eric D. Barnes  Assistant Secretary  Frank E. Martin Jr.  Vice President

On this 10th day of April, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

Maria D. Adamski  Notary Public
My Commission Expires: July 8, 2007

POA-F 025-0254A
EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 12th day of August, 2013.

[Signature]

Assistant Secretary
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 UNSIGNED 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 59.1-9.17 through 59.1-9.17 or Sections 59.1-68.8 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 Anne Arundel County, Maryland, this 12th day of August, 2013, by George Bosmajian, III, President.

McLean Contracting Company
(Name of Firm)

COUNTY (CITY) of Anne Arundel County
(State of Firm)

I, Kelly J. Bodnar, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day August 12, 2013, I, Kelly J. Bodnar, a Notary Public in and for the State and County(City) aforesaid, 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 August 12, 2013.

Notary Public

My Commission expires 1-13-2015

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)

[Notary Public Seal]
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>VTCA</td>
<td>620 Moorefield Park Drive, Richmond, Va 23236</td>
</tr>
<tr>
<td>MTMBA</td>
<td>2408 Pepper Mill Drive, Glen Burnie, Md 21061</td>
</tr>
<tr>
<td>VA AGC</td>
<td>11950 Nuckols Road, Glen Allen, Va 23059</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 Anne Arundel County, Maryland, this 12th day of August, 2013

McLean Contracting Company
(Name of Firm)

By George Bosmajian, III
(Signature)
President

STATE of Maryland
COUNTY (CITY) of Anne Arundel

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

Subscribed and sworn to before me this 12th day of August, 2013.


Notary Public
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
MINIMUM DBE REQUIREMENTS


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.

<table>
<thead>
<tr>
<th>DBE REQUIREMENT</th>
<th>12%</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERCENT ATTAINED BY BIDDER</td>
<td>12%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME(S) AND CERTIFICATION NO. OF DBE(s) TO BE USED</th>
<th>USED AS</th>
<th>SUPPLIER (SP)</th>
<th>TYPE OF WORK AND ITEM NO (S)</th>
<th>AMT. OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Seeding Inc. 626244</td>
<td>S</td>
<td>Erosion Control</td>
<td>16,200.00</td>
<td></td>
</tr>
<tr>
<td>Cardinal Survey &amp; Design 686154</td>
<td>S</td>
<td>Surveying</td>
<td>4,875.00</td>
<td></td>
</tr>
<tr>
<td>D. T. Reed Steel Co. Inc. 626596</td>
<td>S</td>
<td>F&amp;I SIP Forms</td>
<td>94,567.00</td>
<td></td>
</tr>
<tr>
<td>Rod Busters, Inc. 726357</td>
<td>S</td>
<td>F&amp;I Reinforcing Steel</td>
<td>645,952.00</td>
<td></td>
</tr>
<tr>
<td>EBA Engineering, Inc. 003467</td>
<td>S</td>
<td>Design Build QA/QC</td>
<td>415,000.00</td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL: | $1,176,594.00 |

Total Contract Value $9,793,753.00 x Required DBE 0.12 % = $1,175,250.36

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.

McLean Contracting Company
BIDDER

President
TITLE

By: George Bosmajian, III

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

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

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

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

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

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

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

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

Prime Contractor
MCLEAN CONTRACTING COMPANY

By: 

Signature

President

Date: 9/7/13

Title

First Tier Subcontractor if Applicable
E. V. Williams, Inc.

By:

Signature

James A. Openshaw, III

President

Date: September 5, 2013

Title
Second Tier
Subcontractor if Applicable

By: ____________________________
Signature: ______________________
Date: __________________________
Title: __________________________

Third Tier
Subcontractor if Applicable

By: ____________________________
Signature: ______________________
Date: __________________________
Title: __________________________

DBE Contractor
Commercial Seeding, Inc

By: ____________________________
Signature: ______________________
Date: 9/10/13
Title: President

Commercial Seeding, Inc.
19123 Beale Place Drive
Zuni, Virginia 23898
CommsedingInc@aol.com
Ph: (757) 242-6756 Fax: (757) 242-6758

VDOT DBE# C-329
SWAM# 626244
DDOT#12-06-03-R
VA Contractors License # 2705150741
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

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

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

Prime Contractor McLean Contracting Company

By: ___________________________ Signature ___________________________ President ___________________________ Title ___________________________ Date: 09/05/13

First Tier Subcontractor if Applicable E. V. Williams, Inc.

By: ___________________________ Signature ___________________________ James A. Openshaw, III ___________________________ Date: ___________________________ President ___________________________ Title ___________________________ Date: ___________________________
Second Tier
Subcontractor if Applicable

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

Third Tier
Subcontractor if Applicable

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

DBE Contractor

Cardinal Survey + Design, P.C.

By: ___________________________ Signature ___________________________
    ___________________________ Title ___________________________
    ___________________________ Date: 08/30/2013
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

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

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

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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: McLean Contracting Company

By: [Signature] President

Date: 9/9/13

First Tier
Subcontractor if Applicable

By: [Signature] Title

Date: 

[Signature] Title
Second Tier
Subcontractor if Applicable

By: _____________________________  _____________________________
    Signature                     Title
    Date: __________________________

Third Tier
Subcontractor if Applicable

By: _____________________________  _____________________________
    Signature                     Title
    Date: __________________________

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

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

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

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

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

Prime Contractor McLean Contracting Company

By: [Signature] President Title

Date: 9/9/13

First Tier Subcontractor if Applicable

By: [Signature] Title

Date:

Form C-112
Rev. 3-1-11
Page 1 of 2
Second Tier Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________

Date: ___________________________

Third Tier Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________

Date: ___________________________

DBE Contractor: Rod Busters, Inc

By: ___________________________ Signature ___________________________ President ___________________________

Title ___________________________

Date: 8/28/13
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

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

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

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

Prime Contractor
McLean Contracting Company

By: [Signature]  
President  
Date: 09/05/13

First Tier Subcontractor if Applicable

By: [Signature]  
Title  
Date: 

[Optional: Provide information for any lower tier subcontractors with contracts with the DBE firm.]

[Optional: Include any additional notices or approvals required by the Department, such as approval from the Engineer or the Department's Office of Business Opportunity.]
Second Tier
Subcontractor if Applicable

By: ____________________________ Title ____________________________
    Signature
    Date: ____________________________

Third Tier
Subcontractor if Applicable

By: ____________________________ Title ____________________________
    Signature
    Date: ____________________________

DBE Contractor
EBA Engineering, Inc.

By: ____________________________ Chairman ____________________________
    Signature
    Date: September 4, 2013