Letter of Submittal and Attachments

A DESIGN/BUILD PROJECT

Virginia Capital Trail – Varina Phase

From: 0.5 Miles South of Richmond City Limits
To: Long Bridge Road

Henrico County, Virginia

State Project No.: 0005-043-714, P101, R201, C501
Federal Project No.: STP-5127(785)
Contract ID No.: C00086280DB58
Date: November 29, 2012
ATTACHMENT 4.0.1.1
VIRGINIA CAPITAL TRAIL – VARINA PHASE
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>Tab 4.0.1.1</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>Attachment 3.4</td>
</tr>
<tr>
<td>Letter of Submittal</td>
<td>NA</td>
<td>Sections 4.1</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Letter of Submittal on Offeror’s letterhead</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Offeror’s full legal name and address</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Authorized representative’s original signature</td>
<td>NA</td>
<td>Section 4.1.1</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Declaration of intent</td>
<td>NA</td>
<td>Section 4.1.2</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>120 day declaration</td>
<td>NA</td>
<td>Section 4.1.3</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Point of Contact information</td>
<td>NA</td>
<td>Section 4.1.4</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Principal Officer information</td>
<td>NA</td>
<td>Section 4.1.5</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Offeror’s Corporate Structure</td>
<td>NA</td>
<td>Section 4.1.6</td>
<td>Tab 4.1</td>
</tr>
<tr>
<td>Letter of Submittal Component</td>
<td>Form (if any)</td>
<td>RFP Part 1 Cross Reference</td>
<td>Page Reference</td>
</tr>
<tr>
<td>------------------------------------------------------------------</td>
<td>---------------</td>
<td>-----------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Full Legal Name of Lead Contractor and Lead Designer</td>
<td>NA</td>
<td>Section 4.1.7</td>
<td>Tab 4.1 Page 3</td>
</tr>
<tr>
<td>Offeror's VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.1.8</td>
<td>Tab 4.1 Page 3</td>
</tr>
<tr>
<td>DBE statement confirming Offeror is committed to achieving the required DBE goal</td>
<td>NA</td>
<td>Section 4.1.9</td>
<td>Tab 4.1 Page 3</td>
</tr>
<tr>
<td>Substantial and Final Completion Date(s)</td>
<td>NA</td>
<td>Section 4.1.10</td>
<td>Tab 4.1 Page 3</td>
</tr>
<tr>
<td>Attachments to the Letter of Submittal</td>
<td>NA</td>
<td>Section 4.2</td>
<td>Tab 4.2.1</td>
</tr>
<tr>
<td>Affiliated and/ or Subsidiary Companies</td>
<td>Attachment 4.2.1</td>
<td>Section 4.2.1</td>
<td>Tab 4.2.1</td>
</tr>
<tr>
<td>Certification Regarding Debarment Forms</td>
<td>Attachment 4.2.2(a) Attachment 4.2.2(b)</td>
<td>Section 4.2.2</td>
<td>Tab 4.2.2</td>
</tr>
<tr>
<td>Offeror’s VDOT prequalification information</td>
<td>NA</td>
<td>Section 4.2.3</td>
<td>Tab 4.2.3</td>
</tr>
<tr>
<td>Evidence of obtaining bonding</td>
<td>NA</td>
<td>Section 4.2.4</td>
<td>Tab 4.2.4</td>
</tr>
<tr>
<td>Full size copies of DPOR licenses and SCC registrations</td>
<td>NA</td>
<td>Section 4.2.5</td>
<td>Tab 4.2.5</td>
</tr>
<tr>
<td>SCC registration information - businesses</td>
<td>Attachment 4.2.5</td>
<td>Section 4.2.5.1</td>
<td>Tab 4.2.5</td>
</tr>
<tr>
<td>DPOR registration information - businesses</td>
<td>Attachment 4.2.5</td>
<td>Section 4.2.5.2</td>
<td>Tab 4.2.5</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 4.2.6</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 4.2.6</td>
</tr>
</tbody>
</table>
ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. C00086280DB58
PROJECT NO.: 0005-043-714, P101, R201, C501

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

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

1. Cover letter of September 25, 2012 – RFP 
   (Date)

2. Cover letter of October 29, 2012 – Addendum #1 
   (Date)

3. Cover letter of 
   (Date)

[Signature]

Aaron T. Myers, Vice President/General Manager

11/29/2012

DATE
4.1 Letter of Submittal
November 29, 2012

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

Letter of Submittal and Attachments
Virginia Capital Trail – Varina Phase
State Project No.: 0005-043-714, P101, R201, C501
Federal Project No.: STP-5127(785)
Contract ID Number: C00070542DB55

Dear Mr. Kindy:

American Infrastructure-VA, Inc (AI-VA) is pleased to provide our Letter of Submittal and Attachments for the Virginia Department of Transportation (the Department) Virginia Capital Trail – Varina Phase Project (the Project) in Henrico County, Virginia. AI-VA is an industry leader in safety, quality, technology, and customer satisfaction. We strive to exceed our customer’s expectations, actively seek feedback, and consistently raise the metrics by which we measure our success. With headquarters in Glen Allen, AI-VA is an established leader in Design-Build projects in the Commonwealth of Virginia.

American Infrastructure was awarded the ABC National Contractor of the Year Award for 2011. In addition, AI-VA was awarded the Design-Build Institute of America, Mid-Atlantic Region Merit Award for Transportation for the Richmond Airport Connector Road Design-Build project in Henrico County, VA.

THE AI TEAM

We have assembled a team with the expertise to successfully meet the goals and objectives of the Project, providing the best price for the scope of work identified by the RFP. Our team has working knowledge of VDOT practices and procedures, and specifically designing and constructing shared use trails.

AI-VA EXPERIENCE

AI-VA will lead the Design-Build team. AI-VA has completed Design-Build projects throughout Virginia, including the Richmond Airport Connector Road project ($39.4M) in Henrico County and the Route 29 Approaches and Bridge over the Tye River project ($6.7M) in Amherst and Nelson Counties. AI-VA also has under contract the Middle Ground Boulevard Extension project ($32.6M) in Newport News and the I-581/Elm Avenue Interchange Improvements project ($20.4M) in Roanoke.

RDA EXPERIENCE

Our lead designer, Rinker Design Associates, P.C. (RDA), will provide comprehensive design services and manage the design Quality Control and Quality Assurance programs from their Glen Allen office. RDA is a Virginia-based firm and has been the lead designer for eight Design-Build projects within the last ten years. RDA’s recent experience includes the Route 15 (James Madison Highway) Widening PPTA project ($56.4M) in Prince William County, the Route 29 (Lee Highway) Widening project ($2M) in Fairfax County, and the Middle Ground Boulevard Extension project ($32.6) in Newport News, all of which had shared use trails as part of the project scope.
AI Team Strengths

AI-VA and RDA both have extensive Design-Build experience, and have an established working relationship through previous pursuits and current projects. AI-VA and RDA are currently building the VDOT Middle Ground Boulevard Extension Design-Build project ($32.5M) in Newport News and were recently awarded the VDOT I-581/Elm Avenue Interchange Improvements Design-Build project ($20.4M) in Roanoke.

A Proven Safety Record

AI-VA provides a culture of safety and excellence which is evidenced through our policies and safety performance. We believe a project is truly considered a success when the goal of zero incidents is achieved. AI-VA promotes a culture of safety that is engrained in each employee to recognize unsafe conditions and authorizes ALL employees, subcontractors, and project stakeholders to stop a work activity if an unsafe condition is observed.

AI-VA’s safety culture has correlated to an Experience Modification Rate considerably lower than the construction industry standard of 1.00 and has led to AI-VA being OSHA Incident Free for the previous five years. AI-VA will assign a Safety Coordinator to the Project to ensure 100% compliance in wearing hardhats, eye protection, foot protection, and reflective clothing. To ensure subcontractors and subconsultants are compliant with the safety policies and procedures, AI-VA will conduct a “Safe Start Meeting” with each subcontractor and subconsultant prior to starting work on the Project. Our roadway crews and supervisors are certified through ATSSA and VDOT’s Advanced Work Zone Traffic Control Training for implementation and inspection of traffic patterns.

<table>
<thead>
<tr>
<th>Year</th>
<th>EMR</th>
<th>OSHA Violations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>0.69</td>
<td>0</td>
</tr>
<tr>
<td>2010</td>
<td>0.80</td>
<td>0</td>
</tr>
<tr>
<td>2009</td>
<td>0.75</td>
<td>0</td>
</tr>
<tr>
<td>2008</td>
<td>0.68</td>
<td>0</td>
</tr>
</tbody>
</table>

Submittal Requirements

The AI Team submits the information below as requested in Section 4.1 of the Request for Proposal. The required attachments and supporting documentation can be found in the following corresponding sections, as referenced in the Letter of Submittal Checklist, Attachment 4.0.1.1.

4.1.1 The full legal name and address of American Infrastructure – VA, Inc. is as follows:

American Infrastructure – VA, Inc.
301 Concourse Boulevard, Suite 300
Glen Allen, VA 23059

4.1.2 AI-VA intends to enter into a contract with VDOT for the Virginia Capital Trail – Varina Phase Project in accordance with the terms and conditions of this RFP.

4.1.3 The offer contained in the Price Proposal will remain in full force and effect for one hundred and twenty (120) days after submittal to the Department on November 29, 2012.

4.1.4 M. Jeff Humphreys, Jr. is the official representative and point of contact for the AI Team relative to this proposal. In his role as the Design-Build Project Manager, he will be responsible for oversight of the entire AI Team. The required contact information follows:

M. Jeff Humphreys, Jr. 804.290.8514 (Telephone)
Design-Build Project Manager 484.993.6638 (Fax)
301 Concourse Boulevard – Suite 300 804.683.0553 (Cell)
Glen Allen, VA 23059 jeff.humphreys@americaninfrastructure.com
4.1.5 The principal officer of American Infrastructure – VA, Inc. with whom the Design-Build contract would be executed is:

Aaron T. Myers 804.290.8525 (Telephone)
Vice President/General Manager 610.222.3360 (Fax)
301 Concourse Boulevard – Suite 300 aaron.myers@americaninfrastructure.com
Glen Allen, VA 23059

4.1.6 American Infrastructure – VA, Inc. is a registered Corporation in the Commonwealth of Virginia and will take financial responsibility for the Project. A single performance bond and a single payment bond will be provided for the Project as detailed in the APPENDIX 4.2.4 SURETY LETTER from Rosenberg & Parker, dated November 29, 2012.

4.1.7 American Infrastructure – VA, Inc. will be the lead contractor and Rinker Design Associates, P.C. will be the Lead Designer for the Project.

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

4.1.9 American Infrastructure – VA, Inc is committed to supporting the viability of small businesses owned by women and minorities, as well as achieving the sixteen percent (16%) DBE participation goal for the entire value of the contract.

4.1.10 The AI Team will meet the Substantial and Final Completion date of September 30, 2014.

Through our commitment to quality, schedule, and safety, the AI Team will successfully deliver the Virginia Capital Trail – Varina Phase Project to the Department both on-time and on-budget.

Respectfully,

[Signature]

Aaron T. Myers, VP/GM
American Infrastructure – VA, Inc.

[Signature]

M. Jeff Humphreys, Jr., DBPM
American Infrastructure – VA, Inc.

Letter of Submittal
Page 3
4.2.1 Associated / Subsidiary Companies
ATTACHMENT 4.2.1

State Project No. 0005-043-714, P101, R201, C501

Affiliated and Subsidiary Companies of the Offeror

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

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

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

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

Project No.: 0005-043-714, P101, R201, C501

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

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

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

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

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

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

Signature: Akron T. Myers  Date: 11/21/12
Vice President/General Manager  Title:

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

Project No.: 0005-043-714, P101, R201, C501

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

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

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

Signature  11/28/12  General Manager / Principal
Date  Title

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

Project No.: 0005-043-714, P101, R201, C501

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

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

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

[Signature]  November 26, 2012
Signature  Date

[Name]  President
Name  Title

Quinn Consulting Services, Inc.
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501

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

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

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

\[\text{Signature} \quad 11/6/2012 \quad \text{Regional Practice Leader}\]
\[\text{Date} \quad \text{Title}\]

KCI Technologies, Inc.
Name of Firm
ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501

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

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

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

[Signature] 11/21/2012 [President and CEO]
[Title]

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

Project No.: 0005-043-714, P101, R201, C501

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

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

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

[Signature] 11/26/12   [Principal/Regional Director] Date Title

[PULSAR ADVERTISING]
Name of Firm
4.2 Prequalification Certification
CERTIFICATE OF QUALIFICATION

AMERICAN INFRASTRUCTURE-VA, INC.

Vendor Number: G303

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

PREQUALIFIED

Work Classes: GRADING; MAJOR STRUCTURES; ASPHALT CONCRETE PAVING; MINOR STRUCTURES; ROADWAY MILLING; SURFACE TREATMENT

Issue Date: 01/31/2012

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

Suzanne F. Lucas, Prequalification Officer

Don E. Sipes, State Contract Officer
November 29, 2012

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

Re: American Infrastructure-VA, Inc.
Contract ID Number: C000862800DB58, Federal Project No.: STP-5127(785), State Project No.: 0005-043-714, P101, R201, C501 - A Design-Build Project Virginia Capital Trail - Varina Phase

To Whom It May Concern:

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

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

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

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

Sincerely,

Rosenberg & Parker, Inc.

[Signature]

Harry C. Rosenberg
Chairman

HCR/kgr

cc: Mr. John Souder, Fidelity and Deposit Company of Maryland and Zurich American Insurance Company and Mr. Joe Crawford, Arch Insurance Company
ATTACHMENT 4.2.5
State Project No. 0005-043-714, P101, R201,C501

SCC and DPOR Information

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</th>
<th>DPOR Registered Address</th>
<th>DPOR Registration Type</th>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Infrastructure-VA, Inc.</td>
<td>0112780-1</td>
<td>Corporation</td>
<td>Active</td>
<td>44209 Wade Dr. Chantilly, VA 44209</td>
<td>Class A Contractor H/H</td>
<td>2701-009872A</td>
<td>12-31-2012</td>
<td></td>
</tr>
<tr>
<td>Rinker Design Associates, P.C.</td>
<td>0227062-7</td>
<td>Corporation</td>
<td>Active</td>
<td>301 Concourse Blvd Suite 120 Glen Allen, VA 23059</td>
<td>Professional Engineering</td>
<td>0410000220</td>
<td>02-28-2014</td>
<td></td>
</tr>
<tr>
<td>Rinker Design Associates, P.C.</td>
<td>0227062-7</td>
<td>Corporation</td>
<td>Active</td>
<td>927 Maple Grove Dr Suite 105 Fredericksburg, VA 22407</td>
<td>Professional Engineering, Land Surveying</td>
<td>0410000156</td>
<td>02-28-2014</td>
<td></td>
</tr>
<tr>
<td>Rinker Design Associates, P.C.</td>
<td>0227062-7</td>
<td>Corporation</td>
<td>Active</td>
<td>927 Maple Grove Dr Suite 105 Fredericksburg, VA 22407</td>
<td>Real Estate Appraisal</td>
<td>4008001739</td>
<td>04-30-2014</td>
<td></td>
</tr>
<tr>
<td>Rinker Design Associates, P.C.</td>
<td>0227062-7</td>
<td>Corporation</td>
<td>Active</td>
<td>9385 Discovery Blvd Suite 200 Manassas, VA 20109</td>
<td>Professional Engineering, Land Surveying</td>
<td>0405000502</td>
<td>12-31-2013</td>
<td></td>
</tr>
<tr>
<td>Rinker Design Associates, P.C.</td>
<td>0227062-7</td>
<td>Corporation</td>
<td>Active</td>
<td>9385 Discovery Blvd Suite 200 Manassas, VA 20109</td>
<td>Real Estate Appraisal</td>
<td>4008001684</td>
<td>02-28-2013</td>
<td></td>
</tr>
<tr>
<td>Quinn Consulting Services, Inc.</td>
<td>0492551-7</td>
<td>Corporation</td>
<td>Active</td>
<td>14160 Newbrook Dr. Suite 220 Chantilly VA</td>
<td>Professional Engineering</td>
<td>0407003733</td>
<td>12-31-2013</td>
<td></td>
</tr>
</tbody>
</table>
**ATTACHMENT 4.2.5**

*State Project No. 0005-043-714, P101, R201,C501*

**SCC and DPOR Information**

<table>
<thead>
<tr>
<th><em>KCI Technologies, Inc.</em></th>
<th>F059869-0</th>
<th>Foreign Corporation</th>
<th>Active</th>
<th>3013 Southcross Blvd. Rock Hill, SC 29730</th>
<th>Professional Engineering</th>
<th>0411000956</th>
<th>02-28-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>KCI Technologies, Inc.</td>
<td>F059869-0</td>
<td>Foreign Corporation</td>
<td>Active</td>
<td>6802 Paragon Place Suite 410 Richmond, VA 23230</td>
<td>Professional Engineering</td>
<td>0411000938</td>
<td>02-28-2014</td>
</tr>
<tr>
<td>KCI Technologies, Inc.</td>
<td>F059869-0</td>
<td>Foreign Corporation</td>
<td>Active</td>
<td>936 Ridgebrook Rd Sparks, MD 21152</td>
<td>Professional Engineering</td>
<td>0407003113</td>
<td>12-31-2013</td>
</tr>
<tr>
<td>DMY Engineering Consultants, LLC</td>
<td>S313497-2</td>
<td>LLC</td>
<td>Active</td>
<td>45662 Terminal Drive Suite 110 Dulles, VA 20166</td>
<td>Professional Engineering</td>
<td>0407005631</td>
<td>12-31-2013</td>
</tr>
<tr>
<td>Pulsar Advertising, Inc.</td>
<td>F160855-5</td>
<td>Corporation</td>
<td>Active</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*KCI Technologies has recently purchased Triplett-King & Associates, Inc.*
CISM0180  CORPORATE DATA INQUIRY
11/28/12  16:53:44

CORP ID: 0113780 - 1  STATUS: 00 ACTIVE  STATUS DATE: 11/03/08

CORP NAME: American Infrastructure-VA, Inc.

DATE OF CERTIFICATE: 10/06/1967  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:  R/A NAME: CT CORPORATION SYSTEM
MON NO:  R/A STATUS: 5 B.E. AUTH IN VI
MON STATUS:  MONITOR DTE:
STREET: 4701 COX RD STE 301  AR RTN MAIL:
CITY: GLEN ALLEN  STATE: VA  ZIP: 23060 6802
R/A STATUS: 5  B.E. AUTH IN VI  EFF. DATE: 01/05/04  LOC : 143
ACCEPTED AR#: 212 16 0177  DATE: 10/10/12  HENRICO COUNTY
CURRENT AR#: 212 16 0177  DATE: 10/10/12  STATUS: A  ASSESSMENT INDICATOR: 0

YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
12 670.00

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

BOARD FOR CONTRACTORS
CLASS A CONTRACTORS LICENSE

AMERICAN INFRASTRUCTURE-VA INC
44209 WADE DRIVE
CHANTILLY VA 20152

*CLASSIFICATIONS* H/H

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

COMMONWEALTH OF VIRGINIA
BOARD FOR CONTRACTORS - CLASS A CONTRACTOR LICENSE - CLASSIFICATIONS: H/H

NUMBER: 2701 009872A EXPIRES: 12-31-2012
AMERICAN INFRASTRUCTURE-VA INC
44209 WADE DRIVE
CISM0180 CORPORATE DATA INQUIRY

CORP ID: 0227062 - 7 STATUS: 00 ACTIVE STATUS DATE: 04/22/91

CORP NAME: Rinker Design Associates, P.C.

DATE OF CERTIFICATE: 02/24/1982 PERIOD OF DURATION: INDUSTRY CODE: 70

STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: S STOCK

MERGER IND: CONVERSION/DOMESTICATION IND:

GOOD STANDING IND: Y MONITOR INDICATOR:

CHARTER FEE: MON NO: MON STATUS: MONITOR DTE:

R/A NAME: JOHN S WISIACKAS

STREET: ODIN FELDMAN & PITTLEMAN PC AR RTN MAIL:

1775 WIEHLE AVENUE STE 400

CITY: RESTON STATE: VA ZIP: 20190

R/A STATUS: 4 ATTORNEY EFF. DATE: 08/27/12 LOC: 129

ACCEPTED AR#: 212 53 8373 DATE: 10/04/12 FAIRFAX COUNTY

CURRENT AR#: 212 53 8373 DATE: 10/04/12 STATUS: A ASSESSMENT INDICATOR: 0

YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
12 190.00

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

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

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

PROFESSIONS: ENG, LS

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

Gordon N. Dixon, Director

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

CORP ID: 0492551 - 7 STATUS: 00 ACTIVE STATUS DATE: 12/01/08
CORP NAME: QUINN CONSULTING SERVICES INCORPORATED

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

STREET: 2208 S KNOLL ST

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

(Screen Id:/Corp_Data_Inquiry)
BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION

PROFESSIONS: ENG

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

Gordon N. Dixon, Director
CORPORATE DATA INQUIRY

CISM0180

CORP ID: F059869 - 0 STATUS: 00 ACTIVE STATUS DATE: 01/18/06
CORP NAME: KCI TECHNOLOGIES, INC.
DATE OF CERTIFICATE: 12/19/1988 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF INCORPORATION: DE DELAWARE STOCK INDICATOR: S STOCK
MERGER IND: S SURVIVOR CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: MON NO: MON STATUS: MONITOR DTE:
R/A NAME: CORPORATION SERVICE COMPANY
STREET: Bank of America Center, 16th Floor AR RTN MAIL:
1111 East Main Street
CITY: RICHMOND STATE : VA ZIP: 23219
R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 04/29/11 LOC : 216
ACCEPTED AR#: 211 52 8995 DATE: 12/01/11 RICHMOND CITY
CURRENT AR#: 211 52 8995 DATE: 12/01/11 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
12 100.00 100.00 1,000

(Screen Id:/Corp_Data_Inquiry)
Details of license number 0411000956

Name: KCI TECHNOLOGIES INC
License Number: 0411000956
License Description: Business Entity Branch Office Registration
Address: 301 SOUTHCROSS BLVD
Rock Hill, SC 29730
Initial Certification Date: November 13, 2012
Expiration Date: February 28, 2014

Complaints

No Open Complaints

"Open Complaints" reflect only those complaints against regrets for which a departmental investigation has determined that sufficient evidence exists to establish probable cause of a violation of the law or regulations. Only those cases that have proceeded through an investigation to the adjudication stage are displayed. State law prohibits the disclosure of any information about open complaints [Code of Virginia Section 54.1-1995]. Members of the public may review official records and obtain copies only after a complaint investigation is closed.

No Closed Complaints

"Closed Complaints" reflect complaints against regrets closed since 1990. Cases closed without disciplinary action are purged after three years in accordance with DPOR’s record retention policy. To inquire about closed complaints, see the department’s Public Records Access or contact the department’s Information Management Section at (804) 367-8583 or publicrecords@dpor.virginia.gov.

Associated Professional Licensing Information

Name: KING, WILLIAM MERRITT
License Number: 0402059504
License Description: Professional Engineer License
Address: ROCK HILL, SC, 29730
Initial Certification Date: April 11, 2001
Expiration Date: April 30, 2013
LLCM3220 LLC DATA INQUIRY

LLC ID: S313497 - 2 STATUS: 00 ACTIVE STATUS DATE: 01/11/10

LLC NAME: DMY Engineering Consultants, LLC

DATE OF FILING: 01/11/2010 PERIOD OF DURATION: INDUSTRY CODE: 00

STATE OF FILING: VA VIRGINIA MERGER INDICATOR:

CONVERSION/DOMESTICATION INDICATOR:

PRINCIPAL OFFICE ADDRESS

STREET: 45662 TERMINAL DR STE 110

CITY: DULLES STATE: VA ZIP: 20166-0000

REGISTERED AGENT INFORMATION

R/A NAME: WEIYI MA

STREET: 45662 TERMINAL DRIVE

SUITE 110

CITY: DULLES STATE: VA ZIP: 20166-0000

R/A STATUS: 1 MEMBER/MANAGER EFF DATE: 06/23/11 LOC: 153 LOUDOUN COUNTY

YEAR FEES PENALTY INTEREST BALANCE

13 50.00
CISM0180 
CORPORATE DATA INQUIRY 

CORP ID: F160855 - 5 
STATUS: 00 ACTIVE 
STATUS DATE: 11/22/04 
CORP NAME: PULSAR ADVERTISING, INC. 

DATE OF CERTIFICATE: 11/22/2004 
PERIOD OF DURATION: 
INDUSTRY CODE: 00 

STATE OF INCORPORATION: NY 
NEW YORK 
STOCK INDICATOR: S STOCK 
MERGER IND: 
CONVERSION/DOMESTICATION IND: 
GOOD STANDING IND: Y 
MONITOR INDICATOR: 

CHARTER FEE: 50.00 
MON NO: 
MON STATUS: 
MONITOR DTE: 
R/A NAME: CT CORPORATION SYSTEM 

STREET: 4701 COX RD STE 301 
AR RTN MAIL: 

CITY: GLEN ALLEN 
STATE: VA 
ZIP: 23060 6802 

R/A STATUS: 5 
B.E. AUTH IN VI 
EFF. DATE: 11/22/04 
LOC : 143 

ACCEPTED AR#: 211 19 6959 
DATE: 11/29/11 
HENRICO COUNTY 

CURRENT AR#: 211 19 6959 
DATE: 11/29/11 
STATUS: A 
ASSESSMENT INDICATOR: 0 

YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES 
12 100.00 

(Screen Id:/Corp_Data_Inquiry)
**LEAD CONTRACTOR - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIRPORT CONNECTOR ROAD</td>
<td>DEWBERRY</td>
<td>Name of Client/Owner: TRANSURBAN</td>
<td>MAY 2011</td>
<td>MARCH 2011</td>
<td>$38,523</td>
<td>$39,446</td>
</tr>
<tr>
<td>Location: HENRICO COUNTY, VA</td>
<td>Phone: 804-822-3460 Project Manager: RICHARD PREZIOSO Phone: 804-822-3460 Email: <a href="mailto:RPREZIOSO@TRANSURBAN.COM">RPREZIOSO@TRANSURBAN.COM</a></td>
<td>Project Manager: RICHARD PREZIOSO Phone: 804-822-3460 Email: <a href="mailto:RPREZIOSO@TRANSURBAN.COM">RPREZIOSO@TRANSURBAN.COM</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. 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.

**LESSONS LEARNED / KEYS TO SUCCESS:**

- **Communication** – Open Communication between AI-VA, Dewberry, the Department, and Transurban reduced the need for rework on design changes and allowed the project team to know the Owner's goals before starting the work.
- **Partnering** – The AI Team implemented a formal partnering process with the Department and other stakeholders which included a set schedule, set project goals, and a dispute resolution process all managed by third party FMI.
- **Preplanning** – The AI Team initiated early coordination and approvals from third parties such as CSX, Henrico County, Dominion Power, and the Richmond Airport to expedite schedule.

"RAC experienced its fair share of the inevitable issues that will arise during the life of a project. What set this project apart from others was the manner in which the issues were addressed. The team managed to separate the issues from other ongoing efforts in a manner that allowed the project to continue making progress while the issue received the necessary focus.” – Richard Prezioso (Recommendation letter for DBIA award)
# ATTACHMENT 4.2.6(a)

## LEAD CONTRACTOR - WORK HISTORY FORM

**(LIMIT 1 PAGE PER PROJECT)**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement. (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>MULLIGAN ROAD PHASE I, FORT BELVOIR</strong> Location: <strong>ALEXANDRIA / FAIRFAX COUNTY, VA</strong></td>
<td>Name: <strong>HDR ENGINEERING</strong> Name of Client/ Owner: <strong>FEDERAL HIGHWAYS ADMINISTRATION, EASTERN FEDERAL LANDS</strong> Phone: <strong>703-285-0137</strong> Project Manager: <strong>DOUGLAS NAIR</strong> Phone: <strong>703-285-0137</strong> Email: <strong><a href="mailto:DOUGLAS.NAIR@FHWA.DOT.GOV">DOUGLAS.NAIR@FHWA.DOT.GOV</a></strong></td>
<td></td>
<td><strong>JULY 2010</strong></td>
<td><strong>DEC 2010</strong> Completion date extended due to delay of approval to start work, additional scope, and weather</td>
<td><strong>$11,917</strong></td>
<td><strong>$13,789</strong></td>
</tr>
</tbody>
</table>

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

**AI Team Member: AI-VA** **Project Delivery Method: DESIGN-BID-BUILD**

**PROJECT DESCRIPTION:**

This project consisted of the construction of 1.62 miles of new 4 lane commuter connector roadway through Fort Belvoir requiring detailed MOT for one of the busiest roadways in the DC area (Telegraph Road). The scope included 38 acres of clearing; E&S controls with 500 TN of class 1 Riprap installed; 250,000 CY of mass excavation; installation of drainage systems including several types of U-drain systems from spring boxes to UD-4 totaling over 12,000 lf; two bridges with main spans over 150 lf long that required the erection of over 600,000 lbs of steel; 24", 18", and 12" concrete pile driving operations; and a major bypass of a sanitary main line to allow for the removal and relocation of the encased sanitary lines. This project successfully utilized an advanced robotic grading system to place over 30,000 TN of subbase material on grade. AI-VA’s project team was able to keep the project on schedule through difficult winter conditions while minimizing impact to 12 adjacent environmental conservation areas. This project was completed with an exemplary safety record. AI-VA provided QA/QC services with support from an external testing firm (CTI).

**LESSONS LEARNED / KEYS TO SUCCESS:**

- **Communication** - Communication and early involvement of FHWA in operation planning was a key to addressing any potential issues prior to starting an operation. Prior to the start of any major work operation, coordination meetings were held with FHWA to discuss the planned means and methods, the specifications, and FHWA expectations. This prevented potential delays in planned operations by making sure everyone was involved in the plan.

- **Coordination** – With several major work operations subcontracted (piles and bridges), subcontractor coordination was critical to the success of the project. Preconstruction meetings were held with the owner prior to a new subcontractor starting work on the site to make certain the entire team was on progressing work in a manner that was for the overall success of the project. Weekly subcontractor coordination meetings were held to review work progress, upcoming work, quality control, and safety.

- **Quality Control** – Daily quality control checks were conducted in the field with subcontractors to make certain work was proceeding according to specifications.
## LEAD CONTRACTOR - WORK HISTORY FORM

**ATTACHMENT 4.2.6(a)**

**LEAD CONTRACTOR - WORK HISTORY FORM**

**(LIMIT 1 PAGE PER PROJECT)**

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime design consulting firm responsible for the overall project design.</th>
<th>c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.</th>
<th>d. Contract Completion Date (Original)</th>
<th>e. Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>ROUTE 29</strong> APPROACHES AND BRIDGE OVER TYE RIVER Location: AMHERST AND NELSON COUNTIES, VA</td>
<td>Name: <strong>DEWBERRY</strong></td>
<td>Name of Client/Owner: VDOT Phone: 434-856-8255 Project Manager: TODD BOLLING Phone: 434-856-8255 Email: <a href="mailto:TODD.BOLLING@VDOT.VIRGINIA.GOV">TODD.BOLLING@VDOT.VIRGINIA.GOV</a></td>
<td>SEPTEMBER 2012</td>
<td>APRIL 2012</td>
<td>$6,670</td>
<td>$6,818</td>
</tr>
</tbody>
</table>

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

**AI Team Member:** **AI-VA**  
**Project Delivery Method:** **DESIGN-BUILD**

**PROJECT DESCRIPTION:**

The Project is located on the Route 29 Northbound bridge near Charlottesville in Amherst and Nelson Counties, Virginia. The purpose of this project was to replace the existing structurally deficient bridge with a new two lane bridge, along with reconstruction of the approaches on both ends of the structure. The elevation of the roadway profile was increased to match that of the existing Southbound Lanes Bridge. The length of the project is approximately 0.4 miles beginning approximately 650 feet from the south end of the existing NBL bridge and ending approximately 900 feet from the north end of the existing NBL bridge. The project consisted of complete demolition and removal of the existing NBL bridge and replacement with a 650’ long, five spans, two lane bridge that is approximately 55’ high over the Tye River. The project included the construction and maintenance of a temporary detour to switch all traffic to the SB Bridge; construction and maintenance of a causeway for access across the river; driving of 12x63 steel piles; rock excavation; construction of two foundations and piers in the river; erection of 77” concrete Bulb-T’s weighing approximately 65 tons each; placement of approx. 2,100 CY of concrete; placement of approx 344,000 lbs of reinforcing steel; approx. 7,000 CY of import; and placement of approx. 4,600 tons of asphalt.

**LESSONS LEARNED / KEYS TO SUCCESS:**

- **Planning** - Advance planning played a key role in meeting project goals. The milestones set by AI-VA were used to perform daily schedule management.
- **Design Creativity** - Project challenges included an environmentally sensitive site and the potential for impacts to surrounding wetlands. Flexible, creative design was the key to minimizing impacts to these areas.

![Pre-construction photo of Route 29 bridge over Tye River](image1.png)  
![Post-Construction approach to Route 29 bridge at Tye River](image2.png)  
![Post-Construction of Route 29 over Tye River](image3.png)
**ATTACHMENT 4.2.6(b)**

**LEAD DESIGNER - WORK HISTORY FORM**

(*LIMIT 1 PAGE PER PROJECT*)

| a. Project Name & Location | b. Name of the prime/ general contractor responsible for overall construction of the project. | c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities. | d. Construction Contract Completion Date (Original) | e. Construction Contract Completion Date (Actual or Estimated) | f. Contract Value (in thousands) | g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands) |
|---------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------------|--------------------------------|
| **Name:** JAMES MADISON HIGHWAY (ROUTE 15) PPTA DESIGN-BUILD **Location:** PRINCE WILLIAM COUNTY, VA | **Name:** BRANCH HIGHWAYS, INC. **Phone:** 703-792-6825 **Project Manager:** TOM BLASER **Phone:** 703-792-6825 **Email:** TBLASER@PWCGOV.ORG | **Name of Client:** PRINCE WILLIAM COUNTY **Phone:** 703-792-6825 **Project Manager:** TOM BLASER **Phone:** 703-792-6825 **Email:** TBLASER@PWCGOV.ORG | **Construction Contract Completion Date:** DECEMBER 2009 | **Construction Contract Completion Date:** DECEMBER 2009 | **Construction Contract Value (Original):** $56,430 **Construction Contract Value (Actual or Estimated):** $56,430 | **Design Fee for the Work: $4,119** |

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.

**AI Team Member:** RDA **Project Delivery Method:** DESIGN-BUILD / PPTA **Office Location:** 9300 W. COURTHOUSE ROAD, SUITE 300, MANASSAS, VA 20110 **Role on Project:** LEAD DESIGNER

**SPECIFICATIONS:** Design and construct Route 15 from an existing two-lane roadway to an urban principal arterial, VDOT Std. GS-5 with 60mph design speed from Dominion Valley Drive to Route 234 (approximately 2.2 miles). Construct Route 15 widening from two to four lanes from I-66 to Utterback Lane (approximately 1.2 miles). Design and construct realigned Waterfall Road from its existing location to the intersection of Route 15/Sudley Road (approximately 0.3 miles). Realigned Waterfall Road is a Major Collector, VDOT Std. GS-7, with 45mph design speed. Design and construct Heathcote Blvd. Extended, from the intersection of Route 15 and Heathcote Boulevard to the intersection of Old Carolina Road and Heathcote Boulevard (approximately 0.3 miles). Heathcote Boulevard is a four-lane divided Urban Minor Arterial, VDOT Std. GS-6, with design speed of 45mph. Design and construct Old Carolina Road from existing two-lane roadway to the ultimate four-lane divided section-Major Collector, VDOT Std. GS-7, with 45mph design speed from the intersection of Old Carolina Road and Heathcote Boulevard to a point approximately 0.7 miles north. (Total Length of Work: 3.5 miles of Design and 4.7 miles of CEI).

**PROJECT DESCRIPTION:** RDA was the Lead Designer providing engineering design services, right-of-way acquisition services, environmental permitting and construction engineering/inspection services for the Route 15 PPTA project in Haymarket (Prince William County), Virginia. The project consisted of complete roadway and bridge construction for 2.2 miles of US Route 15, 0.3 miles of Waterfall Road, 0.7 miles of Old Carolina Road and 0.3 miles of Heathcote Boulevard. The project also included construction of an additional 1.2 miles of Route 15 widening design by others. Project limits were from the I-66/Route 15 interchange on the south to the Route 15/Route 234 intersection on the north, including construction of bridge structures over Little Bull Run Creek and Catharpin Creek and a major box culvert at the Tributary to Catharpin Creek. RDA was the Prime Engineering Consultant to Branch Highways, Inc., the Lead Contractor/Project Constructor responsible for development and construction. The project was performed as a Design-Build venture under the Virginia PPTA Act of 1995.

RDA's commitment to quality is demonstrated in their willingness to provide innovative solutions throughout the Design-Build process. Working closely with VDOT, Prince William County, Branch Highways and other stakeholders, RDA facilitated conflict resolution by providing numerous engineered solutions that were acceptable to all parties involved. These solutions enabled the project to maintain momentum, without compromising VDOT standard and requirements, and at the same time, met the team's budgetary constraints.
### ATTACHMENT 4.2.6(b)

**LEAD DESIGNER - WORK HISTORY FORM**

*(LIMIT 1 PAGE PER PROJECT)*

<table>
<thead>
<tr>
<th>a. Project Name &amp; Location</th>
<th>b. Name of the prime/ general contractor responsible for overall construction of the project.</th>
<th>c. Contact information of the Client and their Project Manager who can verify Firm’s responsibilities.</th>
<th>d. Construction Contract Completion Date (Original)</th>
<th>e. Construction Contract Completion Date (Actual or Estimated)</th>
<th>f. Contract Value (in thousands)</th>
<th>g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>RIPPN BOULEVARD SHARED USE TRAIL</strong> Location: <strong>PRINCE WILLIAM COUNTY, VA</strong></td>
<td>Name: <strong>PRINCE WILLIAM COUNTY FORCES</strong></td>
<td>Name of Client: <strong>PRINCE WILLIAM COUNTY</strong> Phone: 703-792-6852 Project Manager: <strong>TOM BLASER</strong> Phone: 703-792-6825 Email: <a href="mailto:TBLASER@PWCGOV.ORG">TBLASER@PWCGOV.ORG</a></td>
<td>JUNE 2011</td>
<td>JUNE 2011</td>
<td>$567</td>
<td>$90</td>
</tr>
</tbody>
</table>

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

**AI Team Member:** **RDA**  
**Project Delivery Method:** **DESIGN/CONSTRUCT**  
**Office Location:** **9300 W. COURTHOUSE ROAD, SUITE 300, MANASSAS, VA 20110**  
**Role on Project:** **LEAD DESIGNER**

**SPECIFICATIONS:** The project consisted of the design and construction of a 10 foot wide asphalt, shared use path with curb and gutter that replaced the existing shoulder section of Rippon Boulevard.

**PROJECT DESCRIPTION:** RDA provided comprehensive engineering services to the Prince William County Department of Transportation for the construction of a 10 foot wide asphalt, shared use path along the eastbound lane of Rippon Boulevard between Wigeon Way and Marsh Overlook Drive (approximate length of 1,800 linear feet). This project linked the existing pedestrian facilities east and west of the project, creating a continuous pedestrian route along Rippon Boulevard.

Key project elements/requirements included:
- Design of 10 foot shared use path to VDOT and FHWA standards
- Utilization of curb and gutter and closed drainage system
- Complete analysis and utilization of an existing SWM pond to meet state and county requirements
- Survey (boundary & topo)
- Upgrading/adding CG-12 handicap ramps
- TMP/SOC coordination
- Utilizing existing right-of-way and easements
- HOA and community coordination
- Right-of-way acquisition assistance
- Construction support

RDA also provided clear zone analysis and design adjustments to meet current clear zone requirements.

The use of a closed storm drain system has alleviated roadside slope erosion problems due to high fills and poor soils.
attachment 4.2.6(b)

lead designer - work history form

(limit 1 page per project)

a. project name & location
b. name of the prime/ general contractor responsible for overall construction of the project.
c. contact information of the client and their project manager who can verify firm’s responsibilities.
d. construction contract completion date (original)
e. construction contract completion date (actual or estimated)
f. contract value (in thousands)
g. design fee for the work performed by the firm identified as the lead designer for this procurement (in thousands)

name: sudley manor ppta
location: prince william county, va

name: ch2m hill, inc.

name of client: prince william county
phone: 703-792-6852
project manager: tom blaser
phone: 703-792-6825
email: tblaser@pwcgov.org

fEBRUARY 2007 $24,139 $37,408 $1,200

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.

ai team member: rda
project delivery method: ppta
office location: 9300 w. courthouse road, suite 300, manassas, va 20110
role on project: lead designer

specifications: four-lane divided highway, urban typical section with curb and gutter, and raised median; 10,000 LF urban minor arterial

project description: sudley manor drive was prepared for prince william county on an accelerated schedule in accordance with the public-private transportation act of 1995 (ppta). the project provided a direct connection from linton hall road to the prince william parkway and sudley road area as called for in the prince william county comprehensive plan. in addition to the 10,000-foot extension of sudley manor drive (a four-lane urban minor arterial designed to accommodate future expansion to six lanes), the project included linton hall road improvements from devlin road to broad run. the project required close coordination with the virginia department of transportation to meet the accelerated schedule for plan design, utility relocation, right-of-way acquisition and construction.

the project’s typical section consisted of a four-lane roadway built on six-lane right-of-way with curb and gutter, raised median, sidewalk and a 10-foot wide shared use path to accommodate both pedestrians and bicyclists in the corridor. the design adhered to vdot standards and policies throughout, incorporating standard pavement, incidentals, drainage, and storm water management design.

the sudley manor drive project provided many challenges for the project team. the accelerated schedule required rda to assemble construction plans within seven months of project kickoff while incorporating directives from the contractor, vdot and prince william county into the design. design issues that needed special consideration included: a bridge with mse walls over a railroad; coordination of the project with several large fuel pipelines; the construction and access requirements of a new firehouse and several site developments; floodplain analysis and environmental considerations related to major stream crossings; and a traffic analysis and signal design. the project team also worked closely with vdot to ensure a seamless transition between this ppta project and the adjoining vdot administered construction project on linton hall road (also successfully designed by rda). as demonstrated on this project, rda’s ability to deliver high quality design plans on an accelerated schedule, as well as their experience working in partnership with vdot, localities, contractors and utility companies on design-build projects to ensure that all stakeholders’ objectives are adequately addressed.

as part of this contract, rda also provided survey services including complete boundary and topographic surveys, in addition to plan preparation for more than 50 properties.
Price Proposal

A DESIGN/BUILD PROJECT

Virginia Capital Trail – Varina Phase

From: 0.5 Miles South of Richmond City Limits
To: Long Bridge Road

Henrico County, Virginia

State Project No.: 0005-043-714, P101, R201, C501

Federal Project No.: STP-5127(785)

Contract ID No.: C00086280DB58

Date: November 29, 2012
4.0.1.2 Price Proposal Checklist
ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: VIRGINIA CAPITAL TRAIL – VARINA PHASE
Contract ID Number: C00086280DB58

➢ Contents of Price Proposal:

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

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

☐ Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications

☐ Sworn Statement Forms (C-104, C-105, Attachments 4.8.7(a) and 4.8.7(b))

☐ DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.3.5(a), 4.3.5(b) and 4.3.5(c))

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

PRICE PROPOSAL FORM

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

.1 Proposal Price;

Lump Sum \textit{NINE MILLION SIX HUNDRED SEVENTY FOUR THOUSAND DOLLARS} \textit{($9,674,000\$)} AND ZERO CENTS

Date: November 29, 2012

Signature: [Signature]

Aaron J. Myers, Vice President/GM
Design-Builder: American Infrastructure-VA, Inc.

Vendor No.: G303
4.3.2 Price Adjustments
PAY ITEMS AND ASSOCIATED QUANTITIES

The associated quantities for the asphalt pricing adjustment and fuel adjustment provisions which American Infrastructure-VA, Inc. elects to use for the Virginia Capital Trail – Varina Phase design-build project price proposal are as follows:

6.3(a) Asphalt Price Adjustment

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>16350</td>
<td>Asphalt Concrete TY. SM-12.5A</td>
<td>5,600</td>
<td>TN</td>
</tr>
</tbody>
</table>

6.3(c) Fuel Price Adjustment

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>FUEL FACTOR gal/unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>16350</td>
<td>Asphalt Concrete TY. SM-12.5A</td>
<td>5,600</td>
<td>TN</td>
<td>3.500</td>
</tr>
<tr>
<td>00120</td>
<td>Regular Excavation</td>
<td>14,500</td>
<td>CY</td>
<td>0.290</td>
</tr>
<tr>
<td>00128</td>
<td>Borrow Excavation</td>
<td>28,200</td>
<td>CY</td>
<td>0.290</td>
</tr>
<tr>
<td>10113</td>
<td>Aggr. Base Matl. TY I No. 21A or 21B</td>
<td>48,400</td>
<td>TN</td>
<td>0.600</td>
</tr>
<tr>
<td>60403</td>
<td>Concrete Class A3</td>
<td>90</td>
<td>CY</td>
<td>1.892</td>
</tr>
<tr>
<td>60404</td>
<td>Concrete Class A4</td>
<td>185</td>
<td>CY</td>
<td>1.892</td>
</tr>
</tbody>
</table>
EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT
DESIGN-BUILD PROJECTS

June 30, 2011

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

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

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

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

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

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

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

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

X  I elect to use this provision

_  I elect not to use this provision

Date: 11/29/12

Signature: [Signature]

Design-builder: American Infrastructure-VA, Inc.

Vendor No.: G303
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PRICE ADJUSTMENT

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

PROJECT NUMBER: 0005-043-714, P101, R201, C501

DISTRICT:

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of $568.33 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 $\text{N/A}$ 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: 11/29/12

SIGNATURE: 

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

G303 (Vendor No.)
EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

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

June 30, 2011

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

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

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

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

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

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

\[ S = (E - B) Q \]

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

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

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

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

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

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

X I elect to use this provision

I elect not to use this provision

Date: 11/29/12

Signature: [Signature]

Design-builder: American Infrastructure-VA, Inc.

Vendor No.: G303
EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

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

June 30, 2011

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

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

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

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

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

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

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

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

Price increase/decrease will be computed as follows:

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

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

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

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

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

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

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

DATE FOR RECEIPT OF PRICE PROPOSAL   November 29, 2012

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>
</tr>
</thead>
<tbody>
<tr>
<td>68108</td>
<td>STR. STEEL PLATE GIRDERs ASTM A709 GR.50W</td>
<td>300,000</td>
<td>LB</td>
<td>$1.20</td>
<td>STRUCTURAL STEEL PRODUCTS CORP</td>
<td>11/27/12</td>
</tr>
</tbody>
</table>

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

American Infrastructure-VA, Inc.    11/29/12
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;

\[ A = \text{Steel price adjustment in lump sum dollars} \]

\[ B = \text{Average weighted price of steel submitted in the Price Proposal for Design-Build project in $ per pound} \]

\[ P = \text{Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold} \]

\[ Q = \text{Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds} \]

\[ B = 0.2816 \]

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

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

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

\[ A = 6,842.88 \text{ pay adjustment to Design-Build} \]
Sample Calculation of a Price Adjustment (decrease)


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

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

Adjusted BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 155.6.

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

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

Adjustment formula is as follows:

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

Where;

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

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

\[ A = 0.2816 \times 0.030 \times 450,000 \]
\[ A = 3,801.60 \text{ credit to Department} \]
<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>UNITS</th>
<th>Number WPU used in $ adjust.</th>
</tr>
</thead>
<tbody>
<tr>
<td>00519</td>
<td>SHEET PILE, STEEL</td>
<td>SF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>00540</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>00542</td>
<td>EPOXY COATED REINF. STEEL</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>00560</td>
<td>STRUCTURAL STEEL JB-1</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>11030</td>
<td>REINF. STEEL BRIDGE APPR. LAB</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>11181</td>
<td>PATCH HYDR. CEM. CONC. PAVE.</td>
<td>SY</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>13290</td>
<td>GUARDRAIL GR-8 (NCHRP 350 TL-3)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13292</td>
<td>GUARDRAIL GR-8A (NCHRP 350 TL-3)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13294</td>
<td>GUARDRAIL GR-8B (NCHRP 350 TL-3)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13310</td>
<td>GUARDRAIL TERMINAL GR-6 (NCHRP 350)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13320</td>
<td>GUARDRAIL GR-2</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13323</td>
<td>GUARDRAIL GR-2A</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13331</td>
<td>RAD. GUARDRAIL GR-2</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13333</td>
<td>RAD. GUARDRAIL GR-2A</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13335</td>
<td>GUARDRAIL GR-3</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13341</td>
<td>GUARDRAIL TER. GR-6 (WEATHERING STEEL)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13351</td>
<td>GUARDRAIL GR-8</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13352</td>
<td>GUARDRAIL GR-8A</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13353</td>
<td>GUARDRAIL GR-8B</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13355</td>
<td>GUARDRAIL GR-10</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13421</td>
<td>MEDIAN BARRIER MB-3</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13450</td>
<td>MEDIAN BARRIER MB-5</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13451</td>
<td>MEDIAN BARRIER MB-5A</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13452</td>
<td>MEDIAN BARRIER MB-5A</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>13545</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>14502</td>
<td>REINFORCING STEEL</td>
<td>LB</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>15280</td>
<td>PATCH CEM CONC. PAVE. TY. CRCP-A</td>
<td>SY</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>15302</td>
<td>PATCH CEM CONC. PAVE. TY. II</td>
<td>SY</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>15305</td>
<td>PATCH CEM CONC. PAVE. TY. IV-A</td>
<td>SY</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>17323</td>
<td>GUARDRAIL BEAM</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>17325</td>
<td>RADIALL GUARDRAIL BEAM</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>17327</td>
<td>RUB RAIL</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>17353</td>
<td>CABLE GR-3</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>17521</td>
<td>GUARDRAIL BEAM (WEATHERING STEEL)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>17523</td>
<td>RUB RAIL (WEATHERING STEEL)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>22501</td>
<td>FENCE FE-W1</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>22643</td>
<td>FENCE FE-CL</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>22645</td>
<td>FENCE FE-CL VINYL COATED</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>23043</td>
<td>WATER GATE FE-4 TY.III</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>23501</td>
<td>FENCE FE-W1 (FABRIC ONLY)</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>45522</td>
<td>4&quot; STEEL ENCASE. PIPE</td>
<td>LF</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>45532</td>
<td>6&quot; STEEL ENCASE. PIPE</td>
<td>LF</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>45562</td>
<td>16&quot; STEEL ENCASE. PIPE</td>
<td>LF</td>
<td>avg. 1017</td>
</tr>
<tr>
<td>Item Code</td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>------</td>
<td>----------</td>
</tr>
<tr>
<td>45572</td>
<td>18&quot; STEEL ENCASE PIPE</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>45582</td>
<td>24&quot; STEEL ENCASE PIPE</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>45584</td>
<td>24&quot; JACKED STEEL ENCASEMENT PIPE</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>45592</td>
<td>30&quot; STEEL ENCASE PIPE</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50402</td>
<td>SIGN POST STEEL 3&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50404</td>
<td>SIGN POST STEEL 4&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50406</td>
<td>SIGN POST STEEL 6&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50410</td>
<td>SIGN POST STEEL 10&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50412</td>
<td>SIGN POST STEEL 12&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50414</td>
<td>SIGN POST STEEL 14&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50416</td>
<td>SIGN POST STEEL 16&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>50418</td>
<td>SIGN POST STEEL 18&quot;</td>
<td>LF</td>
<td>101706</td>
</tr>
<tr>
<td>51317</td>
<td>SIG POLE MP-1 20' ONE ARM 30'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51319</td>
<td>SIG POLE MP-1 20' ONE ARM 32'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51325</td>
<td>SIG POLE MP-1 20' ONE ARM 38'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51327</td>
<td>SIG POLE MP-1 20' ONE ARM 40'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51329</td>
<td>SIG POLE MP-1 20' ONE ARM 42'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51331</td>
<td>SIG POLE MP-1 20' ONE ARM 44'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51337</td>
<td>SIG POLE MP-1 20' ONE ARM 50'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51339</td>
<td>SIG POLE MP-1 20' ONE ARM 52'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51341</td>
<td>SIG POLE MP-1 20' ONE ARM 54'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51344</td>
<td>SIG POLE MP-1 20' ONE ARM 56'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51346</td>
<td>SIG POLE MP-1 20' ONE ARM 58'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51347</td>
<td>SIG POLE MP-1 20' ONE ARM 60'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51348</td>
<td>SIG POLE MP-1 20' ONE ARM 62'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51368</td>
<td>SIG POLE MP-1 20'TWO ARMS 36' &amp; 42'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51400</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 38</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51402</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 40</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51408</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 46</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51412</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 50</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51414</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 52</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51416</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 54</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51418</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 56</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51420</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 58</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>51422</td>
<td>SIG POLE MP-1 CO.LU ONE ARM 60</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55162</td>
<td>LIGHTING POLE LP-1 30'-4'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55163</td>
<td>LIGHTING POLE LP-1 30'-5'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55166</td>
<td>LIGHTING POLE LP-1 30'-12'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55169</td>
<td>LIGHTING POLE LP-1 35'-5'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55171</td>
<td>LIGHTING POLE LP-1 35'-10'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55176</td>
<td>LIGHTING POLE LP-1 40'-8'</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55185</td>
<td>LIGHTING POLE LP-2 TYPE A</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55186</td>
<td>LIGHTING POLE LP-2 TYPE B</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55187</td>
<td>LIGHTING POLE LP-2 TYPE C</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55188</td>
<td>LIGHTING POLE LP-2 TYPE D</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55189</td>
<td>LIGHTING POLE LP-2 TYPE E</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55190</td>
<td>LIGHTING POLE LP-2 TYPE F</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>55192</td>
<td>LIGHTING POLE LP-2 TYPE H</td>
<td>EA</td>
<td>101706</td>
</tr>
<tr>
<td>60452</td>
<td>REINF. STEEL BRIDGE APPR. SLAB</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>61700</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>61704</td>
<td>CORROSION RESISTANT REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>61705</td>
<td>EPOXY COATED REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>61750</td>
<td>STRUCT.STEEL HIGH STRG.PLT.GIRDERS</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>61811</td>
<td>STR.STEEL PLATE GIRDER ASTM A709 GRADE50</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>61812</td>
<td>STR.STEEL PLATE GIRDER ASTM A709 GRADE50</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>61813</td>
<td>STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS50W</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Units</td>
<td>Quantity</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td>61814</td>
<td>STR. STEEL PLATE GIRDER ASTM A709 GRDEHPS70W</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>61820</td>
<td>STR. STEEL ROLLED BEAM ASTM A709 GRDE 36</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>61821</td>
<td>STR. STEEL ROLLED BEAM ASTM A709 GRDE50</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>61822</td>
<td>STR. STEEL ROLLED BEAM ASTM A709 GRDE50W</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>61990</td>
<td>STEEL GRID FLOOR</td>
<td>SF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>64110</td>
<td>STEEL PILES 10&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>64112</td>
<td>STEEL PILES 12&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>64114</td>
<td>STEEL PILES 14&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>64768</td>
<td>DRIVING TEST FOR 12&quot; STEEL PILE</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>64778</td>
<td>DRIVING TEST FOR 14&quot; STEEL PILE</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>65200</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>65204</td>
<td>CORROSION RESISTANT REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>65205</td>
<td>EPOXY COATED REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>67066</td>
<td>PED. FENCE 6&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>67084</td>
<td>PED. FENCE 8&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>67089</td>
<td>PED. FENCE 10&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68100</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>68104</td>
<td>CORROSION RESISTANT REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>68105</td>
<td>EPOXY COATED REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>68107</td>
<td>STR. STEEL PLATE GIRDER ASTM A709 GRDE50</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68108</td>
<td>STR. STEEL PLATE GIRDER ASTM A709 GRDE50W</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68109</td>
<td>STR. STEEL PLATE GIRDER ASTM A709 GRDEHPS50W</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68110</td>
<td>STR. STEEL PLATE GIRDER ASTM A709 GRDEHPS70W</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68112</td>
<td>STR. STEEL ROLLED BEAM ASTM A709 GRDE 36</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68123</td>
<td>STR. STEEL ROLLED BEAM ASTM A709 GRDE 50</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68114</td>
<td>STR. STEEL ROLLED BEAM ASTM A709 GRDE 50W</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68115</td>
<td>STRUCT. STEEL</td>
<td>LB</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>68270</td>
<td>REINF. STEEL BRIDGE APPR. SLAB</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>69060</td>
<td>SHEET PILES, STEEL</td>
<td>SF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>69100</td>
<td>REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>69104</td>
<td>CORROSION RESISTANT REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>69105</td>
<td>EPOXY COATED REINF. STEEL</td>
<td>LB</td>
<td>101704</td>
</tr>
<tr>
<td>69110</td>
<td>STEEL PILES 10&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>69112</td>
<td>STEEL PILE 12&quot;</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
<tr>
<td>69113</td>
<td>DRIVING TEST FOR 12&quot; STEEL PILE</td>
<td>LF</td>
<td>avg. 1017 &amp; 101</td>
</tr>
</tbody>
</table>

X I elect to use this provision

I elect not to use this provision

Date: 11/29/12

Signature: [Signature]

Design-Builders: American Infrastructure-VA, Inc.

Vendor No.: G303
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE American Infrastructure-VA, Inc., as principal, and Fidelity and Deposit Company of Maryland, 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 29th Day of November, 2012

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

PROJECT NUMBER: Virginia Capital Trail - Varina Phase
Project No. 0005-043-714
Contract ID # C00086280DB38

NOW, THEREFORE, the condition of the above obligee is such, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the time specified in the Specifications after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise to remain in full force and effect and the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former, but in no event shall the liability exceed the penal sum hereof.

American Infrastructure-VA, Inc.

By: [Signature]
(Principal)

(Aaron T. Myers, Vice President/General Manager)

By: [Signature]
(Principal)

By: [Signature]
(Principal)

Fidelity and Deposit Company of Maryland

By: [Signature]
(Surety Company)

By: [Signature]
(Surety Company)

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

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

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

**Attach copy of Power of Attorney
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GEOFFREY DELISIO, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Harry C. ROSENBERG, David C. ROSENBERG, Matthew J. ROSENBERG, David A. JOHNSON, Christine A. DUNN, Denise M. BRUNO, Julia R. BURNET, Kimberly G. RIVELY, Michelle G. HIGGINS and Joyce M. HOFFMAN, all of King of Prussia, Pennsylvania, each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of July, A.D. 2012.

ATTEST:

[Signatures and Seals]

By: Gerald F. Haley
Assistant Secretary

By: Geoffrey Delisio
Vice President

State of Maryland
City of Baltimore

On this 20th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

[Signature]

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

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

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of November, 2012.

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

PROJECT: 0005-043-714, P101, R201, C501

FHWA: STP-5127(785)

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

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

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

Signed at Henrico (Glen Allen), VA County (City), STATE American Infrastructure-VA, Inc. (Name of Firm) the 29th day of November 2012 By: (Signature) Vice President (Title (print))

STATE of Virginia To wit: COUNTY (CITY) of Henrico (Glen Allen), VA

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

Subscribed and sworn to before me this 29th day of November 2012

My Commission expires October 31, 2013

OR

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

Signed at __________________________, this ______ day of ______________, 20 ______

County (City), STATE __________________________ (Name of Firm) By: __________________________ (Signature) Title (print)
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:
0005-043-714, P101, R201, C501

FHWA:
STP-5127(785)

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

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

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

NAME

Location of Principal Office

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

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

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

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

(Continued)
ORDER NO.: 0005-043-714, P101, R201, C501  
CONTRACT ID. NO.: C00086280DB58

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

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

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

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

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

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

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

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

this 29th day of November, 20 12

By:  
(Signature)  
Title (print)  
Vice President L.M.

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

Subscribed and sworn to before me this 29th day of November, 20 12  
My Commission expires October 31, 2013

[Signature]  
Notary Public.
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0005-043-714, P101, R201, C501

FHWA NO. STP-5127(785)

*** INSTRUCTIONS ***

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

DBE REQUIREMENT 16 %

PERCENT ATTAINED BY BIDDER 16.04 %

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>650392 A + P Services, LLC</td>
<td>(S)</td>
<td>237310 - Guardrail Construction</td>
<td>$ 29,000</td>
</tr>
<tr>
<td>6206220 Court One Corporation</td>
<td>(S)</td>
<td>238940 - Fence * Dock Construction</td>
<td>$ 54,000</td>
</tr>
<tr>
<td>626950 D T Reed Steel Co., Inc.</td>
<td>(S)</td>
<td>237310 - Guardrail Installation</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>266949 D + W Fence, Inco.</td>
<td>(S)</td>
<td>238940 - Fence Installation</td>
<td>$ 110,000</td>
</tr>
<tr>
<td>D10011-0002-2011 DMM Engeeney Consultants, LLC</td>
<td>(S)</td>
<td>341320 - Engineering Services</td>
<td>$ 341,000</td>
</tr>
<tr>
<td>826599 D W Cary Hauling, Inc.</td>
<td>(H)</td>
<td>484220 - Hauling</td>
<td>$ 155,000</td>
</tr>
</tbody>
</table>

TOTAL $347,840

TOTAL CONTRACT VALUE $9,674,000 x REQUIRED DBE 16 % = $1,547,840

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

American Infrastructure - VA, Inc.  
BIDDER  
Purchasing Manager  
TITLE

BY  
SIGNATURE  
November 29, 2012  
DATE
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0005-043-714, P101, R201, C501
FHWA NO. STP-5127(785)

*** INSTRUCTIONS ***

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

DBE REQUIREMENT 16 %
PERCENT ATTAINED BY BIDDER 16.04 %

<table>
<thead>
<tr>
<th>NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED</th>
<th>USED AS</th>
<th>TYPE OF WORK AND ITEM NO(S)</th>
<th>$ AMOUNT OF ALLOWABLE CREDIT PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>649014 Powell Staffing Solutions</td>
<td>(S)</td>
<td>561320 - Temporary Staffing Services</td>
<td>$ 34,000.00</td>
</tr>
<tr>
<td>005627 Pulsar Advertising, Inc.</td>
<td>(S)</td>
<td>541820 - Public Relations</td>
<td>$ 29,000.00</td>
</tr>
<tr>
<td>676204 Quinn Consulting Services, Inc.</td>
<td>(S)</td>
<td>541830 - Engineering Services</td>
<td>$ 7,460.00</td>
</tr>
</tbody>
</table>

TOTAL $1,552,000

TOTAL CONTRACT VALUE $9,674,000 x REQUIRED DBE 16 % = $1,547,840

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

American Infrastructure - VA, Inc.  BY: [Signature]
Purchasing Manager  BY: November 29, 2012  DATE: [Signature]

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

Project No.: 0005-043-714, P101, R201, C501
Federal Project No.: STP-5127 (785)

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

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

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

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

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

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

Prime Contractor: American Infrastructure- VA, Inc.

By: [Signature]
Title: Purchasing Manager
Date: 11/29/2012

First Tier Subcontractor if Applicable

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

By: __________________________________________

Signature ____________________________ Title __________________________

Date: __________________________

Third Tier
Subcontractor if Applicable

By: __________________________________________

Signature ____________________________ Title __________________________

Date: __________________________

DBE Contractor

A&P Services, LLC

By: __________________________

Signature ____________________________ Title __________________________

Date: 11/29/12
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-O43-714, P101, R201, C501
Federal Project No.: STP - 5127 (795)

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

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

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

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

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

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

Prime Contractor American Infrastructure - VA, Inc.

By: [Signature] Purchasing Manager Title
Date: 11/29/2012

First Tier Subcontractor if Applicable

By: [Signature] Title
Date: 

[Signature]

Date: 
Second Tier  
Subcontractor if Applicable

By: __________________________  
Signature  
Date: __________________________

Title

Third Tier  
Subcontractor if Applicable

By: __________________________  
Signature  
Date: __________________________

Title

DBE Contractor  
Court One Corporation

By: __________________________  
Signature  
Date: 11/19/2012

President  
Title
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0006-043-714, P101, R201, C501
Federal Project No.: STP-5127 (785)

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

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

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

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

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

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

Prime Contractor: American Infrastructure - VA, Inc.

By: ___________________________ Signature ___________________________ Purchasing Manager ___________________________ Title ___________________________ Date: ___________________________

First Tier Subcontractor if Applicable: ___________________________ Signature ___________________________ Title ___________________________ Date: ___________________________

Second Tier Subcontractor if Applicable: ___________________________ Signature ___________________________ Title ___________________________ Date: ___________________________
Second Tier
Subcontractor if Applicable

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

Third Tier
Subcontractor if Applicable

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

DBE Contractor

D T Read Steel Co., Inc.

By: ___________________________ Signature ___________________________
    ___________________________ President ___________________________
    ___________________________ Date: 11-28-2012
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-043-714, P101, R201, CS01
Federal Project No.: STP-5127 (765)

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

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

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

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

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

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

Prime Contractor

American Infrastructure- VA, Inc.

By: ____________________________ Purchasing Manager
   ____________________________
   Signature                       Title
   ____________________________
   Date: 11/29/2012

First Tier
Subcontractor if Applicable

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

By: ____________________  ____________________
    Signature    Title
    Date: ____________________

Third Tier
Subcontractor if Applicable

By: ____________________  ____________________
    Signature    Title
    Date: ____________________

DBE Contractor

D & W Fence Inc

By: ____________________  ____________________
    Signature    Title
    Date: 29 Nov 2012
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-043-714, P101, R201, C501
Federal Project No.: STP-5127 (785)

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

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

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

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

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

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

Prime Contractor

American Infrastructure - VA, Inc.

By: Matthew[Signature]

Purchasing Manager

Date: 11/29/2012

First Tier Subcontractor if Applicable

DMY Engineering Consultants, LLC

By: [Signature]

President and CEO

Date: 11/21/2012
Second Tier Subcontractor if Applicable

By: ____________________________  Signature  ____________________________  Title
        Date: ____________________________

Third Tier Subcontractor if Applicable

By: ____________________________  Signature  ____________________________  Title
        Date: ____________________________

DBE Contractor

DMY Engineering Consultants, LLC

By: ____________________________  Signature  ____________________________  President and CEO
        Date: 11/21/2012
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-043-714, P101, P201, C501
Federal Project No.: STP-S127 (785)

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

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

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

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

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

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

Prime Contractor American Infrastructure - VA, Inc.

By: ____________________________  Title: Purchasing Manager  Date: 11/29/2012

First Tier
Subcontractor if Applicable

By: ____________________________  Signature  Title

Date: ____________________________
Second Tier
Subcontractor if Applicable

By: ____________________________          ____________________________
    Signature                      Title
    Date: __________________________

Third Tier
Subcontractor if Applicable

By: ____________________________          ____________________________
    Signature                      Title
    Date: __________________________

DBE Contractor

W. W. Gray Hauling, Inc.

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

Project No.: 0005-043-714, P101, R201, C601
Federal Project No.: STP-5127(F85)

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

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

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

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

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

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

Prime Contractor

American Infrastructure - VA, Inc.

By: [Signature]

Purchasing Manager

Title

Date: 11/29/2012

First Tier Subcontractor if Applicable

By: [Signature]

Title

Date: ________________________

[Signature]

Title

Date: ________________________
Second Tier
Subcontractor if Applicable

By: ___________________________  ___________________________
    Signature                Title
    Date: _______________________

Third Tier
Subcontractor if Applicable

By: ___________________________  ___________________________
    Signature                Title
    Date: _______________________

DBE Contractor

[Signature]

By: ___________________________  ___________________________
    Signature                Title
    Date: 11-28-2012
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATION OF BINDING AGREEMENT  
WITH  
DISADVANTAGED BUSINESS ENTERPRISE FIRMS  

Project No.:  COOS - 043 - 714, P101, R201, C501  
Federal Project No.:  SFP - 5127 (785)  

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15. It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed subcontract agreement shall be submitted to the Engineer within fourteen (14) business days after contract execution.

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

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

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

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

Prime Contractor  
American Infrastructure- VA, Inc.  

By:  
Signature  
Purchasing Manager  
Date:  11/29/2012  

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  PULSAR ADVERTISING

By: ___________________________  ___________________________
   Signature                   Title
   Date: 11/26/12
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.: 0005-042-714, P101, R201, C501
Federal Project No.: STP-5127 (785)

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

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

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

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

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

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

Prime Contractor: American Infrastructure - VA, Inc.

By: ____________________________  Signature

Purchasing Manager

Date: 11/29/2012

First Tier Subcontractor If Applicable

By: ____________________________  Signature

Date: ____________________________

Title
Second Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
    Date: ___________________________

Third Tier
Subcontractor if Applicable

By: ___________________________ Signature ___________________________ Title ___________________________
    Date: ___________________________

DBE Contractor Quinn Consulting Services, Inc.

By: ___________________________ Signature ___________________________ President ___________________________
    Date: ___________________________ November 26, 2012 Title ___________________________